

Brandywine Community Schools
Contract of Employment - Superintendent



Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the May 23, 2022, meeting minutes of the **Board of Education** ("Board") of the **Brandywine Community Schools** ("District"), the Board employs **Travis Walker** Contract.

1. **Term.** Superintendent's contract term shall be for a three-year period beginning July 1, 2022, and ending on June 30, 2025, subject to extension and termination as set forth below.

2. **Certification/Qualifications.** Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including but not limited to Sections 1246 and 1536 of the Revised School Code, as well as the Michigan School Superintendent Certification Code, to serve in the position assigned. Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. The Board may terminate this Contract if it is determined by the Board, the Michigan Department of Education, the Superintendent of Public Instruction, or other proper authority that Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his assigned administrative position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification and qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any related fines, penalties, or sanctions.

3. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. Superintendent acknowledges the ultimate authority of the Board as to his duties and will comply with Board directives to implement the Board's policies and education programs.

B. Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board.

- C. Superintendent shall recommend, implement, or cause to be implemented, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
- D. Superintendent will recommend all teaching and administrative personnel for hire;
- E. E. The Board delegates to Superintendent the authority, as may be prescribed by law, District policy and enforceable District contracts, to make teacher placement and personnel assignment decisions.
- F. Superintendent shall act as an advisor to the Board on matters pertaining to school administration and shall inform the Board about administrative action taken on its behalf.
- G. As the chief executive officer of the District, Superintendent
- H. will administer the District's instructional, personnel, and business affairs, subject to the direction of the Board.
- I. Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's compensation and other group benefits shall be those as stated in this Contract, or otherwise reflect such terms that may be mutually agreed by Superintendent and Board.

4. **Salary.** For the performance of duties under this Contract, Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Twenty-Three Thousand, Five Hundred Dollars, (\$123,500.00) for the 2022-2023 Contract year. Superintendent's daily rate is calculated by dividing the annual base salary by Two Hundred Sixty-One (261) days per Contract year

- A. The annual base salary shall be paid in twenty-six (26) substantially equal biweekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (July 1 - June 30) and pro-rated as appropriate.
- B. Payroll deductions may be made as required by law or as authorized by Superintendent.
- C. For the 2023-2024 Contract year, Superintendent shall receive an annual base salary of not less than One Hundred Twenty-Seven Thousand, Two Hundred,

Twenty-Five Dollars (\$127,200.00), provided Superintendent is evaluated as effective or highly effective

- D. For the 2024-2025 Contract year, Superintendent shall receive an annual base salary of not less than One Hundred Thirty-One Thousand Dollars (\$131,000.00) for the 2024-2025, provided Superintendent is evaluated as effective or highly effective.
- E. Any salary adjustments made during the term of this Contract shall be in the form of a written amendment. When executed by Superintendent and the Board, any such salary adjustment shall become a part of this Contract.

5. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party Superintendent, the Board shall make premium payment on behalf of Superintendent and his eligible dependents for the following listed group insurance plans, subject to modification as stated below:

- A. Medical health care benefit plan. Alternatively, Superintendent may elect to take a cash-in-lieu of medical insurance benefits in the amount of \$700 per month on the conditions that Superintendent: (1) voluntarily and in writing opts out of the available medical health care benefit plan; and (2) provides documentation to the District's Business Office that Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
- B. Delta Dental, full family, dental care plan, or equivalent
- C. VSP Vision Plan, full family, or equivalent
- D. Long-Term Disability (LTD) equal to $\frac{2}{3}$ of Superintendent's pay. Superintendent must use his accumulated sick leave and vacation time to reach LTD. If the accumulated sick leave and vacation time is less than what is necessary to reach LTD, the School District shall pay Superintendent's per diem compensation until he reaches the LTD eligibility threshold.
- E. Life Insurance - \$400,000 (employee only).

The Board's contribution for the medical health care benefit plan shall not be less than the statutory amount necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Adjustments will be applied at the beginning of the medical benefit plan coverage year which begins on January 1 of each calendar year. The Board or its designee will notify Superintendent of the amount for which he is responsible over the Board-paid benefit plan costs contributions. The amount of benefit plan cost

contributions designated by the Board as the Superintendent's responsibility shall be payroll-deducted from Superintendent's wages.

On all non-medical coverages not subject to the Publicly Funded Health Insurance Contribution Act., the Board shall make premium payments of 100% on behalf of the Superintendent and his eligible dependents for the following insurance programs:

6. ***Insurance Contracts.*** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party Superintendent for any of the above coverages, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party Superintendent.
- B. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

7. ***Errors and Omissions Insurance.*** The Board will pay the premium and any applicable deductible amounts for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5,000,000).

- A. The terms of the errors and omissions insurance policy shall control Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of the premium and deductible amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

8. **Cell Phone Allowance.** Superintendent will provide his own cell phone for personal and District use. The Board will pay \$75.00 per month to the Superintendent for cell phone expenses.

9. **Vehicle Allowance.** Superintendent will provide his own vehicle, but will be allotted a flat allowance of \$300.00 per month to offset District related mileage.

10. **Reimbursed Expenses.** Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with the per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for out-of-District travel shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

A. *Membership in Professional Organizations.* Subject to prior approval by the Board, Superintendent's fees, or dues for membership in appropriate professional organizations shall be paid by the Board.

B. *Professional Development.* Subject to prior approval by the Board, Superintendent may attend appropriate professional meetings at the local, state, and national levels, and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses for himself not prepaid by the Board.

11. **Holidays.** Consistent with the School District's calendar, Superintendent is entitled to the following holidays for which no service to the School District is required:

| <i>Holiday</i> | <i>Day(s)</i> |
|------------------|-----------------------------------|
| Winter Recess | 4 |
| Memorial Day | 1 |
| Independence Day | 1 |
| Labor Day | 2 |
| Thanksgiving | 2½ |
| Good Friday | ½ (when school is not in session) |

12. **Vacation.** Superintendent's employment is based on fifty-two (52) weeks of work per Contract year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-four (24) days per Contract year.

A. Vacation days must be used by December 31st following the Contract year (earned July 1 to June 30) for which they are made available.

- B. Vacation days must be used during the contract year for which they are made available and shall not accumulate beyond the contract year. The superintendent shall be paid annually on a per diem basis for any unused vacation days up to 10 for that contract year. In compliance with section 164A of the state school aid act, neither party intends that this monetary payment in lieu of unused vacation be used for the purpose of increasing the superintendent's retirement benefits. See MCL 388.17.64a
- C. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business. All scheduling of vacation is subject to the Board's approval.

13. ***Authorized Absence.*** If Superintendent is absent from duty on account of personal illness or disability, or of an illness in his immediate family, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days due to Superintendent's personal illness or disability shall accumulate without limit.

- A. ***Personal Leave Days.*** At the Board's discretion and approval, Superintendent may be granted up to two (2) personal leave days per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the Contract year.
- B. ***Funeral Leave.*** Superintendent shall be entitled to receive up to five (5) days with pay due to death of a member of the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, or any other member of the family who lives in Superintendent's home.
- C. Superintendent is entitled to compensation for unused sick leave upon separation from the District; provided the Superintendent has notified the Board in writing by April 1 of his separation at the end of the school year; and accumulated at least 12 days in his sick leave allowance on the last day worked of his separation year. If those requirements are all met, Superintendent shall be paid \$200 per unused sick day.

14. ***Disability.*** If Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. If the accumulated sick leave and vacation time is less than what is necessary to reach LTD, the School District shall pay Superintendent per diem compensation until he reaches the LTD eligibility threshold. Health plan premium payments shall be made on behalf of Superintendent during this

interval to the extent required by law. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.
- B. Superintendent may request a ninety (90) workday unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- D. Prior to any resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

15. **Medical Examination.** Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party Superintendent providing insurance programs specified under this Contract.

- A. Upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent can perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity.
- B. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

16. **No Tenure in Position.** Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

17. **Performance Evaluation.** Annually, but no later than December 31st of each Contract year (July 1- June 30), the Board shall evaluate and assess in writing Superintendent's performance in compliance with MCL 380.1249b.

- A. The Board shall grant a Merritt Bonus for the Superintendent in the amount of 2% of annual salary for the evaluated year for an evaluation of Effective and a 4% Merit Bonus for an evaluation of Highly Effective.

18. **Contract Extension.** The Board, in its discretion, may extend Superintendent's Contract for an additional year.

19. **Contract Nonrenewal.** The Board's decision to not extend or renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act. Consistent with Section 1229(1) of the School Code, if written notice of nonrenewal of the Contract is not given at least 90 days before the Contract's termination, the Contract is renewed for an additional one (1) year period. See MCL 380.1229(1).

19. **Contract Termination.** If Superintendent's employment is terminated during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation. Superintendent's Contract of Employment may be terminated as follows:

- A. By mutual agreement of the Board and Superintendent;
- B. By Superintendent filing a written resignation with the Board Secretary, on or before March 1st of each year; further, if Superintendent leaves his position before July 1 of any year, he shall pay the Board at the rate of \$100 per day for each workday that remains in that school year after his departure;
- C. By the Board at any time during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency,

inefficiency, or if Superintendent materially breaches any term or condition of this Contract.

- i. The superintendent shall be subject to discharge for good and just cause, but the board shall not arbitrarily and capriciously dismiss him.
- ii. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of the Contract at the expiration of its term, which decision is discretionary with the Board and is governed by Section 1229 of the Revised School Code, MCL 380.1229.
- iii. If the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board.

20. **Arbitration.** Any unreconciled dispute arising out of or relating to this Contract, or its breach shall be resolved through arbitration dispute to binding arbitration administered by the American Arbitration Association pursuant to its Employment Arbitration Rules and Procedures, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that Superintendent waives his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by AAA shall be shared equally by the Board and Superintendent, subject to Superintendent's right to seek to tax such fees as costs against the Board.

- D. Any claim for arbitration under this provision must be filed with AAA, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding; judgment thereon may be entered in the County Circuit Court of proper jurisdiction.

21. **Limitations Period.** Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months but agrees to be bound by the six (6) month period of limitation set forth in this contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

22. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and Superintendent as to the employment of Superintendent. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. All prior agreements (written or oral) pertaining to, connected with, or arising in any manner out of the Board's employment of Superintendent, are terminated and Page shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is approved by official action of the Board as reflected in its minutes and signed by the Superintendent and the Board President and Secretary.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

23. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

24. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

25. **Authorization.** This Contract is executed on behalf of the Brandywine Community Schools pursuant to the authority contained in the resolution of the Board adopted on May 23, 2022, the same being incorporated herein by reference.

IN WITNESS THEREOF, the parties affixed their signatures below.

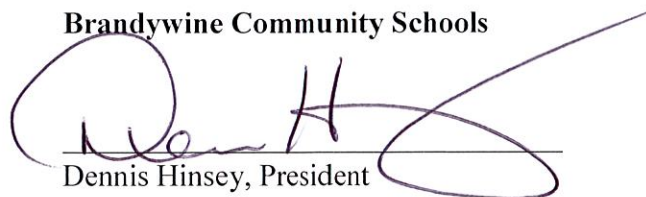
Superintendent

Date: June 9, 2022


Travis Walker

**Board of Education
Brandywine Community Schools**

Date: June 9, 2022


Dennis Hinsey, President

Date: June 9, 2022


Brian Burge, Secretary

Page

DigiSigner Document ID: 21baa355-664d-4a06-8a69-18ba2352468d

Signer

IP Address: 98.100.212.219

Signature

Brian K Burge

| Event | User | Time | IP Address |
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| Open document | rwilburn@brandywinebobcats.org | 8/15/22 5:48:55 PM EDT | 72.2.158.178 |
| Sign document | rwilburn@brandywinebobcats.org | 8/15/22 5:50:22 PM EDT | 72.2.158.178 |
| Close document | rwilburn@brandywinebobcats.org | 8/15/22 5:50:22 PM EDT | 72.2.158.178 |
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