# Superintendent Contract Harrison Community Schools

This contract ("Contract") is entered into on July 1, 2025, between Harrison Community Schools (the "District"), and Judy Walton ("Walton") to serve as both Superintendent ("Superintendent") and as Curriculum Director ("CD").

#### 1. Term:

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The length of this contract shall be three (3) years, from July 1, 2025, through June 30, 2028.

## 2. <u>Duties and Responsibilities:</u>

#### A. Calendar

Walton is contracted to work fifty-two (52) weeks per year.

## B. Professional Certification

Walton represents that she possesses and will maintain all certificates, licenses, credentials, and qualifications required by the laws of the state of Michigan to hold the position of Superintendent. Further, Walton agrees to meet all continuing education requirements for the positions assigned. If, at any time, Walton fails to maintain said statutory requirements, this Contract shall automatically terminate and the District shall have no further obligations hereunder.

# C. Professional Responsibilities

Walton agrees to devote her professional time, talents, skills, and abilities to competently and proficiently fulfill the positions. Walton further agrees to support and adhere to all District policies, state and/or federal laws and regulations, and directives of the Board of Education to implement the educational programs of the District.

## 3. <u>Evaluation:</u>

The Board of Education shall evaluate Walton's performance at least once annually, in writing, no later than December 31, using the District-approved evaluation instrument. Student growth shall be incorporated as required by law.

### ۵. Tenure Exclusion:

This Contract shall not be deemed to confer tenure as defined and delineated in the Michigan Teachers' Tenure Act.

### 5. <u>Compensation:</u>

Walton shall be paid annual salaries and a Board-paid annuity as detailed below, in consideration for her performance of the duties and responsibilities of her positions. The amounts shall be paid in equal installments between July 1 and June 30.

- July 1, 2025 June 30, 2026
  - Salary of \$128,374.00 (Superintendent), salary of \$15,000.00 (CD),
    and annuity of \$14,430.00, for total compensation of \$157,804.00.
- July 1, 2026 June 30, 2027
  - Salary of \$130,941.00 (Superintendent), salary of \$15,000.00 (CD),
    and annuity of \$14,430.00, for total compensation of \$160,371.00.
- July 1, 2027 June 30, 2028
  - Salary of \$133,560.00 (Superintendent), salary of \$15,000.00 (CD), and annuity of \$14,430.00, for total compensation of \$162,990.00.

In addition, if the Administrators of the District negotiate and receive more than a 2% increase in their contracts for the 2027-2028 school year, Walton's Superintendent salary for the same time period shall be increased by the same percentage.

The annuity shall be deposited into a non-elective 403(b) plan selected by Walton, with a District-approved vendor. All related costs and fees shall be paid by the District.

### 6. Benefits:

#### A. Insurance

1. Walton shall receive health, dental, and vision insurance on an equal basis with other administrators. In lieu of selecting District-provided health/dental/vision insurance, Walton may elect to receive \$6,000.00 per year, paid in bi-weekly installments. If the District is assessed fines, penalties, or costs by any state or federal agency as a result of tax determinations for this

option, then Walton shall indemnify and hold the District harmless for any and all fines, penalties, or costs.

- 2. Walton shall receive life insurance in the amount of \$200,000.00.
- 3. Walton shall receive any other insurance benefits provided by the District to full time, professional staff on the same basis.

#### B. Medical Leave

- 1. Walton shall be credited with one hundred (100) medical leave days in each contractual year, which do not accumulate or carry over.
- 2. Walton may use this time for an illness or disability of their own, or a member of their immediate family. Immediate family includes: spouse/partner, child or grandchild (biological, adopted, step), parent (Walton or spouse/partner), sibling, or any other person who is a permanent resident of Walton's home.

#### C. Personal Leave

- 1. Walton shall be credited with three (3) days of personal leave to be used for personal business.
  - 2. Personal leave days do not accumulate or carry over.

#### D. Bereavement Leave

- 1. A maximum of up to five (5) paid bereavement leave days may be granted whenever there is a death in Walton's immediate family. Immediate family shall be interpreted as spouse/partner, child, mother, father, stepchildren, parents in law, in law children, brother, sister, grandparents, grandchildren, aunt/uncle, niece/nephew, sibling-in-law, or anyone who is a permanent resident of Walton's home.
- 2. Extensions may be granted upon approval by the President of the Board of Education, however, personal/medical leave days may also be used. In addition, (1) one day per year will be granted for the purpose of attending the funeral of any relative not listed.

# E. Holidays/Non-Work Days

- 1. Walton is granted twelve (12) paid holidays during the year for which no services to the District are required:
  - Fourth of July

- Friday before Labor Day Weekend
- Labor Day
- November 15, when it falls on a weekday
- Thanksgiving Day + day after
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- 2. Walton is also granted twenty-five (25) vacation days each contractual year. Unused vacation days may be carried over.

#### F. Vehicle

The District shall pay Walton at the IRS-approved rate for using their vehicle for District business (e.g., travel for professional learning, etc.), with the understanding that Walton is encouraged and expected to carpool whenever possible.

## G. Professional Memberships

- 1. The District shall pay the annual membership dues for one (1) state-wide education group.
- 2. The District shall pay the annual membership dues for one (1) national education group.

#### H. Retirement

- 1. Upon retirement through ORS as a District employee, in recognition of service to the District, a payment of \$2,000.00 shall be made to Walton.
- 2. In the unlikely event Walton dies between the time of completing retirement documentation with ORS and the actual date of retirement, the District shall make the payment to the Administrator's estate.

## I. Jury Duty

- 1. Walton shall be paid the difference between their daily rate and the jury fee paid by the Court.
- 2. The court voucher payment must be submitted to the District Business Manager or Assistant Business Manager upon receipt in order to process the correct wages.

## J. Unpaid Leave

- 1. An unpaid leave of up to five (5) days may be granted by the President of the Board of Education upon written request.
  - 2. There may be only one (1) request per contractual year.

### 7. Termination:

Walton may only be discharged for just cause. Prior to any dismissal, Walton shall have the right of written charges, notice of hearing, and a hearing during a session of the Board of Education. Walton has the right to be accompanied by legal counsel during the hearing, at their own cost. Walton also has the right to request that the Board hearing be conducted during a closed session.

### 8. <u>Severability:</u>

If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, all other provisions of the Contract shall remain valid and in effect.

### 9. Indemnification:

The District agrees that it shall defend, hold harmless, and indemnify Walton from all demands, claims, suits, actions, and legal proceedings brought against Walton in their individual capacity or in their official capacity as agent and employee of the District, provided that the incident arose while Walton was acting within the scope of their employment and excluding criminal litigation. The District shall provide errors and omissions insurance coverage for Walton to cover legal expenses in defense of claims and payment of judgments resulting from their functioning as Administrator, and shall reimburse them for any portion of such expenses and judgment not covered by insurance. In no circumstance shall an individual member of the Board of Education be considered personally liable for indemnifying Walton.

## 10. Entire Agreement:

This Contract contains the entire agreement and understanding between Walton and the District as to employment. Any and all representations, promises, contracts, or understandings not contained in this Contract, whether written or oral, have no effect.

# 11. <u>Governing Law:</u>

This Contract is governed by and shall be interpreted in accordance with the laws of the state of Michigan.

Sendra Durga, President of the Board of Education

Judy Walton, Superintendent and Curriculum Director