

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement (“Agreement”) is entered on July 1, 2021, by and between the Newaygo Public Schools Board of Education (“NPS”) and Jeff Wright (“Wright”).

1. **Term.** This Agreement shall take effect on July 1, 2021 and continue through June 30, 2022, subject to extension and termination as set forth below.

2. **Extension.** NPS has sole discretion to renew this Agreement.

3. **Qualifications.** Wright represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the Department of Education regulations, and those NPS requires to serve as Superintendent. Additionally, Wright agrees, as a condition of his continued employment to meet all continuing education requirements for the Superintendent position, as the State Board of Education may require. If at any time Wright fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the Superintendent position, this Agreement shall automatically terminate, and NPS shall have no further obligations to Wright.

4. **Duties.** Wright agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all Superintendent duties and responsibilities. Wright agrees to faithfully perform those duties NPS assigns and to comply with NPS directives. Further, Wright agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and NPS directives to carry out school district educational programs and policies for which he is responsible during the entire Agreement term. Wright pledges to use his best efforts to maintain and improve the school district quality and efficiency of operations.

NPS may change or modify Wright’s job duties at any time. NPS will give Wright written notice if it changes duties. At a minimum, Wright must serve as chief executive officer and chief administrative officer for NPS. Wright is expected, subject to NPS’ desire in a particular matter, to:

- a) Present his recommendations to NPS on any subject under NPS’ consideration;
- b) Attend each NPS Board Meeting;
- c) Serve as an ex-officio non-voting member of each NPS committee established.

Wright is responsible, subject to NPS approval and ratification, to manage, organize and arrange school district operations and personnel in a manner that, in his judgment, best serves the school district. The responsibility for selection, placement, and transfer of personnel is vested in Wright subject to final NPS approval. NPS, individually and collectively, shall refer criticisms, complaints, and suggestions called to its attention about school district operations and personnel to Wright for study and recommendation.

5. **Compensation.**

- a) NPS agrees to pay Wright during the term of this Agreement in bi-weekly installments paid in accordance with NPS policies and procedures. Compensation for the period between July 1, 2021 and June 30, 2022 shall be One Hundred Thirty-Five Thousand Dollars (\$ 135,000). Renegotiation of any subsequent Agreement year (July 1 - June 30) compensation shall at least be the amount equal to the preceding Agreement year compensation.
- b) Deferred Compensation – NPS shall provide Wright during the term of this Agreement with deferred compensation (457 or 403 B) in the amount of Five Thousand Dollars (\$ 5,000.00).
- c) Merit Pay – The pay for superintendent performance will be the same as all other NPS Administrators and NPS certified staff.
- d) NPS will pay Wright a one-time relocation fee of Five Thousand Dollars (\$5,000) upon receipt of an address within 30 miles of the district boundaries.

6. **Benefits.**

- a) Vacation – Twenty - (20) working days of vacation per Agreement year (July 1 – June 30). Up to ten (10) unused vacation days may be carried forward from one Agreement year (July 1 – June 30) to the next, if renewed or extended.
- b) Sick Days – NPS shall provide Wright the same number of sick days and payment for unused sick days as provided to other NPS administrators and NPS certified staff (currently thirteen days).
- c) Holidays – Wright will have the same holidays that all other NPS administrators and NPS certified staff receive, including, but not limited to: Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas; New Year’s Eve; New Year’s Day; Friday before Easter; Memorial Day; July Fourth; Labor Day.
- d) Personal Business Days – Two (2) working days of personal business leave each Agreement year (July 1 – June 30). One (1) unused personal business leave day may be carried forward cumulative to three (3) days.
- e) Life Insurance – NPS will provide Wright a \$ 120,000 life insurance policy.
- f) Hospital, Medical, Dental, Vision, Life Insurance, Long -Term Disability and Bereavement Leave – NPS shall provide Wright the same hospital, medical,

dental, vision, long-term disability and bereavement leave benefits as provided to other NPS administrators and NPS certified staff.

NPS reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of its benefit programs provided that comparable coverage, as NPS determines, is maintained during the Agreement term. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Wright is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

If Wright declines health, dental and vision coverage, NPS will pay Wright \$550 per month during the term (maximum \$6,600 total).

- g) Automobile – NPS shall pay Wright the applicable IRS mileage rate for all miles traveled for school district business (other than to school from home and back). Wright will track and submit monthly the miles traveled for school district business.
- h) Professional Development – Subject to prior NPS approval, Wright may attend appropriate professional meetings at the local, state and national levels, including but not limited to MASA and AASA, and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself.
- i) Organizations – NPS shall pay Wright’s membership and dues in appropriate regional, state and national professional organizations, including but not limited to MASA and AASA, which NPS approves.

7. **Outside Activities.** Wright may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided Wright gets NPS’ prior approval. If Wright receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event NPS, in its sole discretion, determines that any such activity interferes with Wright’s satisfactory performance or the time necessary for Wright’s satisfactory performance of duties, NPS may require that Wright cease some or all of such outside activities. In no case will NPS be responsible for any expense attendant to the performance of outside activities.

8. **Evaluation.** NPS shall evaluate Wright’s performance not less than on an annual basis during each Agreement year (July 1 – June 30). The evaluation process shall include but is not limited to a conference with Wright.

Wright's performance evaluation will include, but is not limited to, the following factors:

- a) Leadership in education
- b) Business and finance matters
- c) Employee relations
- d) Community relations
- e) Relationships with NPS

In the event NPS in good faith establishes specific objectives against which Wright's performance will be evaluated, both the objectives and the time within which the objectives are to be attained shall be identified to Wright.

9. **Medical Examination.** If NPS requires, Wright shall not less than one annually during employment, provide NPS with a report or reports of examinations by medical personnel for the purpose of determining whether Wright is able to perform the Superintendent essential job functions with or without reasonable accommodation. Examinations necessary to obtain such report(s) shall be at NPS expense. Examinations may include but are not limited to, at NPS' options, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test NPS requests for any lawful purpose. By executing this agreement, Wright authorizes the release of any medical information by such medical personnel to NPS and authorizes NPS and any of its agents to provide medical personnel with any and all information concerning Wright's employment. NPS shall treat any information it obtains from medical or psychological examinations or inquiries as confidential medical information.

Wright shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Agreement.

10. **Disability or Incapacity.** In the event Wright is unable to perform the Superintendent essential job functions regardless of accommodation, NPS shall grant an initial leave up to ninety (90) work days for purpose of recovery. Wright shall first exhaust any accumulated sick leave and accrued vacation time. NPS will make health plan premium payments for Wright during this interval to the extent required by law. In order to utilize leave under this provision, Wright shall first furnish medical certification to NPS (or its designee) regarding the leave necessity. This certification, from Wright's health care provider, shall include:

- a) The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of Wright's present incapacity.

- b) Diagnosis of the serious health condition.
- c) A statement of regimen of treatment.
- d) An indication of whether inpatient hospitalization is required.
- e) An option regarding whether or not Wright is able to perform the essential functions of his position, with or without reasonable accommodation.

NPS (or designee) may require a second opinion at NPS expense, by a physician which NPS selects.

Wright may require up to a ninety (90) work day unpaid leave extension in the event of his inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that Wright will be able to resume his duties at the end of the extended leave interval. Wright shall provide medical certification as a condition to any leave extension. NPS may require a second opinion at its expense by a physician which NPS selects. NPS will comply with federal and state law regarding these leave matters.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, Wright shall provide NPS a fitness for duty certification from Wright's health care provider. NPS may obtain a second opinion at its expense.

11. **Errors and Omission Coverage.** NPS agrees to pay the premium amount for school board errors and omissions insurance coverage which includes Wright while engaged in the performance of a governmental function and while Wright is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting Wright's defense and indemnity but in no case shall the coverage be extended to any demands, claims, suits, action and/or legal proceedings brought against NPS or the school district by Wright. The sole obligation undertaken by NPS shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, NPS shall have the right to discontinue said coverage and shall notify Wright.

12. **Suspension.** Whether pending the procedures set forth in paragraph 13 or pending an investigation of Wright's conduct, NPS may, in its sole discretion, direct that performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Agreement, until Wright is either reinstated or terminated under this Agreement.

13. **Termination.** The parties agree that Wright's employment relationship is of an at-will nature and this Agreement is terminable by either party at any time, for any reason, with or

without cause. The party terminating the Agreement will provide the other party with at least thirty (30) days' written notice of its intent to terminate the Agreement. Thereafter, neither party will have any further obligation to the other.

14. **Tenure.** It is mutually understood and agreed that this Agreement does not confer tenure upon Wright in the Superintendent position or any other administrative or teaching position in the school district.

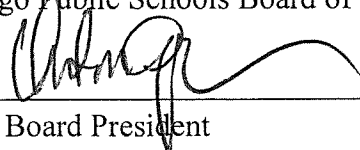
15. **Dispute Resolution.** In the event of any dispute between Wright and NPS regarding the rights and obligations defined in this Agreement, NPS and Wright agree to submit such dispute to binding arbitration. Any arbitration shall be conducted under the American Arbitration Association labor arbitration rules. Any arbitrator fee will be shared equally between NPS and Wright. Both NPS and Wright are able to have their own representation at any arbitration. NPS and Wright will pay the fees and costs for their own representatives.

16. **Scope of Agreement.** This Agreement constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior agreements between NPS and Wright. There are no representations or promises other than as set forth in this Agreement which have induced Wright to enter into this Agreement. Wright agrees and understands that no employee or individual NPS member is authorized to modify this Agreement or enter into a new or different employment agreement. Modifications, additions or deletions to this Agreement shall not be binding unless written, authorized by appropriate and lawful NPS resolution, and signed by both parties. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

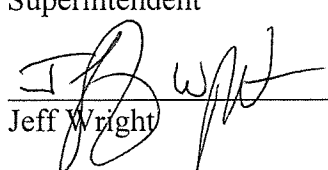
If, during the term of this Agreement, a specific clause of the Agreement is found to be illegal under state or federal law, the remainder of the Agreement shall remain in full force and effect.

17. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Michigan.

Dated: 5-22-21 .

Newaygo Public Schools Board of Education
By 
Board President

Dated: 5-25-21 .

Superintendent

Jeff Wright