

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement (“Agreement”) is entered on July 1, 2025, by and between the Newaygo Public Schools Board of Education (“NPS”) and Ben Gilpin (“Gilpin”).

1. **Term.** This Agreement shall take effect on July 1, 2025 and continue through June 30, 2027, subject to extension and termination as set forth below.

2. **Extension.** NPS has sole discretion to renew or extend this Agreement. Notification of non-extension (annually) will be in writing and not later than April 1 of the service year.

3. **Qualifications.** Gilpin 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, Gilpin 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 Gilpin 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 Gilpin.

4. **Duties.** Gilpin agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all Superintendent duties and responsibilities. Gilpin agrees to faithfully perform those duties NPS assigns and to comply with NPS directives. Further, Gilpin 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. Gilpin pledges to use his best efforts to maintain and improve the school district quality and efficiency of operations.

NPS may change or modify Gilpin’s job duties at any time. NPS will give Gilpin written notice if it changes duties. At a minimum, Gilpin must serve as chief executive officer and chief administrative officer for NPS. Gilpin 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; and
- c) Serve as an ex-officio non-voting member of each NPS committee established.

Gilpin 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

Gilpin 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 Gilpin for study and recommendation.

5. **Compensation.**

- a) NPS agrees to pay Gilpin 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, 2025 and June 30, 2026 shall include a beginning Base Salary of One Hundred Forty-Nine Thousand Three Hundred Seventy-Nine Dollars (\$ 149,379). 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 Gilpin during the term of this Agreement with deferred compensation (457 or 403 B) in the amount of Four percent (4%) of his Base Salary. This amount will increase one-half percent (.5%) each year thereafter that Gilpin is the NPS Superintendent to a maximum of seven percent (7%).
- c) Merit Pay – Any Base Salary change for superintendent performance will be the same as for all other NPS Administrators.

6. **Benefits.**

- a) Vacation – Twenty-five (25) working days of vacation each 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 & Leave – NPS shall provide Gilpin the same number of sick days and payment for unused sick days as provided to other NPS administrators (currently thirteen (13) days). In addition, Gilpin will have up to five (5) additional emergency leave days off with pay due to the death of an immediate family member (spouse, child, mother, father, sister, brother, corresponding in-laws, grandparent or one who has stood in that relationship).
- c) Holidays – Gilpin 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 Day; New Year's Eve; New Year's Day; Friday before Easter (dependent on school calendar); 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 Gilpin a term life insurance policy equal to one hundred fifty percent (150%) of Gilpin’s annual Base Salary.
- f) Hospital, Medical, Dental, Vision, Life Insurance, Long -Term Disability and Bereavement Leave – NPS shall provide Gilpin 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. Gilpin is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

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

- g) Automobile – NPS shall pay Gilpin the applicable IRS mileage rate for all miles traveled for school district business (other than to school from home and back). Gilpin will track and submit monthly the miles traveled for school district business.
- h) Professional Development – Subject to prior NPS approval, Gilpin 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 Gilpin’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.** Gilpin may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided Gilpin gets NPS’ prior approval. If Gilpin 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 Gilpin’s satisfactory performance or the time

necessary for Gilpin's satisfactory performance of duties, NPS may require that Gilpin 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 Gilpin'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 Gilpin.

Gilpin's performance evaluation will include, but is not limited to, the following factors based on the Collins & Blaha P.C. Superintendent Evaluation Tool:

- Visionary Leadership
- Policy & Governance
- Instructional Leadership
- Communication & Community Relations
- Organizational Management
- Professionalism & Ethics
- Statutory Factors (Optional)
- Student Growth & Assessment

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

Evaluation Appeal Process:

The Superintendent shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the hearing, or within 45 days after the appeal if no hearing is held. The arbitration is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment

Arbitration Rules. The arbitrator shall have authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

9. **Medical Examination.** If NPS requires, Gilpin shall not less than one (1) time annually during employment, provide NPS with a report or reports of examinations by medical personnel for the purpose of determining whether Gilpin 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, Gilpin 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 Gilpin's employment. NPS shall treat any information it obtains from medical or psychological examinations or inquiries as confidential medical information.

Gilpin 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 Gilpin 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. Gilpin shall first exhaust any accumulated sick leave and accrued vacation time. NPS will make health plan premium payments for Gilpin during this interval to the extent required by law. In order to utilize leave under this provision, Gilpin shall first furnish medical certification to NPS (or its designee) regarding the leave necessity. This certification, from Gilpin'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 Gilpin'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 opinion regarding whether or not Gilpin 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.

Gilpin 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 Gilpin will be able to resume his duties at the end of the extended leave interval. Gilpin 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, Gilpin shall provide NPS a fitness for duty certification from Gilpin'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 Gilpin while engaged in the performance of a governmental function and while Gilpin is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting Gilpin'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 Gilpin. 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 Gilpin.

12. **Suspension.** Whether pending the procedures set forth in paragraph 13 or pending an investigation of Gilpin'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 Gilpin is either reinstated or terminated under this Agreement.

13. **Termination.** The parties agree that Gilpin'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 Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, insubordination, incompetency, breach of the terms of this contract, or for other causes that are not arbitrary or capricious.

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 Gilpin 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 Gilpin and NPS regarding the rights and obligations defined in this Agreement, NPS and Gilpin 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 Gilpin. Both NPS and Gilpin are able to have their own representation at any arbitration. NPS and Gilpin 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 Gilpin. There are no representations or promises other than as set forth in this Agreement which have induced Gilpin to enter into this Agreement. Gilpin 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.

Newaygo Public Schools Board of Education

Dated: July 1, 2025

By _____
Board President

Superintendent

Dated: July 1, 2025

Ben Gilpin