

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement ("Agreement") is entered on May 12, 2011, by and between the Newaygo Public Schools Board of Education ("NPS") and Peggy Mathis ("Mathis").

1. **Term.** This Agreement shall take effect on July 1, 2011 and continue through June 30, 2014 subject to extension and termination as set forth below.

2. **Extension.** Unless NPS gives written non-renewal notice to Mathis at least ninety (90) days before the Agreement termination date, this Agreement will, without further action, be automatically renewed for an additional one-year period. Mathis shall advise NPS in writing by February 15, 2014 about this obligation. For any Agreement extension period, Mathis shall be paid at the same bi-weekly installment rate in effect at the time of the extension, unless NPS and Mathis mutually agree to a different compensation rate. NPS has sole discretion not to renew this Agreement.

3. **Qualifications.** Mathis represents that she 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, Mathis agrees, as a condition of her continued employment, to meet all continuing education requirements for the Superintendent position, as the State Board of Education may require. If at any time Mathis 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 Mathis.

4. **Duties.** Mathis agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all Superintendent duties and responsibilities. Mathis agrees to faithfully perform those duties NPS assigns and to comply with NPS directives. Further, Mathis 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 she is responsible during the entire Agreement term. Mathis pledges to use her best efforts to maintain and improve the school district quality and efficiency of operations.

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

- a. Present her 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.

Mathis is responsible, subject to NPS approval and ratification, to manage, organize and arrange school district operations and personnel in a manner that, in her judgment, best serves the school district. The responsibility for selection, placement, and transfer of personnel is vested in Mathis 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 Mathis for study and recommendation.

5. **Compensation.**

- a. NPS agrees to pay Mathis 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, 2011 and June 30, 2012 shall be One Hundred Twenty Thousand Dollars (\$120,000.00). 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 Mathis each year of this Agreement with deferred compensation (457 or 403B) in the amount of Five Thousand Dollars (\$5,000.00).

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.
- b. **Sick Days** – NPS shall provide Mathis the same number of sick days and payment for unused sick days as provided to other NPS administrators and NPS certified staff (currently ten days).
- c. **Holidays** – Mathis 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 Years 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 Mathis a \$120,000 life insurance policy.
- f. Hospital, Medical, Dental, Vision, Life Insurance, Long-Term Disability and Bereavement Leave – NPS shall provide Mathis 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. Mathis is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

If Mathis declines health, dental and vision coverage, NPS will pay Mathis \$550 per month.

- g. Automobile – NPS shall pay Mathis the applicable IRS mileage rate for all miles traveled for school district business. Mathis will track and submit monthly the miles traveled for school district business.
- h. Professional Development - Subject to prior NPS approval, Mathis 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 herself.
- i. Organizations – NPS shall pay Mathis' 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. Mathis may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided Mathis gets NPS' prior approval. If Mathis receives compensation for such

activities, she 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 Mathis' satisfactory performance or the time necessary for Mathis' satisfactory performance of duties, NPS may require that Mathis 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 Mathis' performance not less than on a quarterly basis during the first Agreement year (July 1 – June 30) and every six (6) months thereafter during the Agreement term. The evaluation process shall include but is not limited to a conference with Mathis.

Mathis' 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 Mathis' performance will be evaluated, both the objectives and the time within which the objectives are to be attained shall be identified to Mathis.

9. **Medical Examination.** If NPS requires, Mathis shall not less than once annually during employment, provide NPS with a report or reports of examinations by medical personnel for the purpose of determining whether Mathis 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' option, 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, Mathis authorizes the release of any medical information by such medical personnel to NPS and authorizes NPS and any of its agents to provide the medical personnel with any and all information concerning Mathis' employment. NPS shall treat any information it obtains from medical or psychological examinations or inquiries as confidential medical information.

Mathis 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 Mathis 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. Mathis shall first exhaust any accumulated sick leave and accrued vacation time. NPS will make health plan premium payments for Mathis during this interval to the extent required by law. In order to utilize leave under this provision, Mathis shall first furnish medical certification to NPS (or its designee) regarding the leave necessity. This certification, from Mathis' 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 Mathis' 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 Mathis is able to perform the essential functions of her position, with or without reasonable accommodation.

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

Mathis may request up to a ninety (90) work day unpaid leave extension in the event of her inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that Mathis will be able to resume her duties at the end of the extended leave interval. Mathis 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, Mathis shall provide NPS a fitness for duty certification from Mathis' health care provider. NPS may obtain a second opinion at its expense.

11. **Errors and Omissions Coverage.** NPS agrees to pay the premium amount for school board errors and omissions insurance coverage which includes Mathis while engaged in the performance of a governmental function and while Mathis is acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling respecting Mathis' defense and indemnity but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought

against NPS or the school district by Mathis. 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 Mathis.

12. **Suspension.** Whether pending the procedures set forth in paragraph 13 or pending an investigation of Mathis' conduct, NPS may, in its sole discretion, direct that Mathis suspend all or any part of the performance of responsibilities and may assign the 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 Mathis is either reinstated or terminated under this Agreement.

13. **Termination.** NPS may terminate Mathis and this Agreement at any time during its term or any extension, for good cause which is specifically defined as any act by Mathis of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or for any material breach of the terms and conditions of this Agreement. The foregoing standards for Agreement termination during its term do not apply to non-renewal of this Agreement at the expiration of its term, which decision is within NPS' sole discretion.

In the event NPS decides to dismiss Mathis during the term of this Agreement, NPS shall notify Mathis in writing of the charges against her. If Mathis wishes to contest the charges, she shall respond in writing to each of the charges and may make a written request for a hearing before NPS within ten (10) days of her receipt of the charges. If Mathis does not contest the charges in the time and manner specified, the charges shall be considered admitted, and Mathis shall be considered to have waived any right to contest the charges. If Mathis requests a hearing before NPS, it will be scheduled at a time and place set by NPS not less than seven (7) days nor more than thirty (30) days after receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but Mathis will be given an opportunity to address the charges. NPS shall notify Mathis of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of NPS' receipt of Mathis' written response to the charges.

In the event Mathis' employment is terminated during the term of this Agreement, this Agreement shall automatically terminate, and NPS shall have no further obligation.

14. **Tenure.** It is mutually understood and agreed that this Agreement does not confer tenure upon Mathis 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 Mathis and NPS regarding any provision of this Agreement, or any dispute between NPS and Mathis regarding the rights and obligations defined in this Agreement, NPS and Mathis 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 Mathis. Both NPS and Mathis are able to have their own representation at any arbitration. NPS and Mathis 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 Mathis. There are no representations or promises other than as set forth in this Agreement which have induced Mathis to enter into this Agreement. Mathis 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: 5/12/11.

Newaygo Public Schools Board of Education
By [Signature]
Board President

Dated: 5/12/11.

Superintendent [Signature]
Peggy Mathis