

## CONTRACT OF EMPLOYMENT

### School Administrator

This Contract is entered into by and between the Board of Education of the Belding Area Schools (hereinafter "Board") and Brent Noskey (hereinafter "Administrator") pursuant to Section 1229(1) of the Revised School Code. The Board, in accordance with its action found in the minutes of its meeting held on the 18<sup>th</sup> day of June 2018, hereby employs Brent Noskey for a three (3) year period commencing on July 1, 2018 and ending on June 30, 2021, with revisions as approved by the Board on June 17, 2019.

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

Administrator may serve as a consultant to other school boards or to business entities, he may lecture, engage in writing activities and speaking engagements and, at his discretion, he may engage in other activities which are of short term duration. Vacation or personal leave time allocated under this Contract shall be used to perform all such outside activities. Any remuneration or honoraria received as a result of these outside activities shall be retained by the Administrator.

4. Administrator shall be paid at an annual (twelve month) salary rate of One Hundred and Thirty-five Thousand Dollars (\$135,000) for each year of this Contract in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Increased salary considerations will be revisited annually following the mid-year progress evaluation. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

The Board retains the right to increase the Administrator's salary during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract. The Administrator's salary is subject to adjustment for sums which are not earned due to absence from employment which are not

compensable under the provisions of this Contract. Any such adjustments shall be consistent with the requirements of the Fair Labor Standards Act.

Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to the salary remuneration of Administrator during the term of this Contract. Any increase in salary remuneration made during the term of this Contract shall be in the form in a written amendment and when executed by Administrator and the Board, shall become part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. Administrator may consider instructional break times (i.e., winter break and spring break) to be non-work time unless circumstances arise requiring his presence. Administrator's absences on these days are not chargeable to his vacation days, as allocated below.

Administrator shall be granted vacation time of twenty (20) days per contract year. Vacation days may, at Administrator's option, accumulate to a maximum of thirty (30) days.

Administrator may make a written election to be compensated for accrued but unused vacation days as these will become actual work days. If such written election is made, the Administrator shall be paid for up to ten (10) unused vacation days at per diem rate on the last pay period of June.

Vacation days will be credited for use on July 1 of each contract year. If Administrator separates from employment with the District during the contract year (July 1 - June 30) his vacation allotment for that contract year will be calculated at 1.66 days per month worked during that fiscal year. If Administrator has used more than the pro-rated allocation of vacation time on the effective date of his separation, the excess time used shall be deducted from his final compensation to the extent allowed under the Fair Labor Standards Act.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation (that is more than two consecutive days and during the student school year) is subject to the approval of the Board.

Administrator will be granted fifteen (15) sick days per year. Unused sick time may accumulate. With the approval of the Board, sick time may be authorized for the funeral of an administrator's relative.

In the event that the Administrator provides not less than ninety (90) days written notice of his resignation to the Board, he shall be eligible to be compensated for accumulated but unused sick time according to the following schedule:

- A. If fifty (50) or fewer days are accumulated on the final day of Administrator's employment, Ten Dollars (\$10) for each day or portion thereof.
- B. If more than fifty (50) but one hundred (100) or fewer days are accumulated on the final day of Administrator's employment, Fifteen Dollars (\$15) for each day or portion thereof.
- C. If more than one hundred (100) days but one hundred fifty (150) or fewer days are accumulated on the final day of Administrator's employment, Twenty Dollars ( \$20) for each day or portion thereof.
- D. If more than one hundred fifty (150) days are accumulated on the final day of Administrator's employment, Twenty-Five Dollars (\$25) for each day or portion thereof.

- E. All payments above shall be made on or before June 30 in of the fiscal year in which Administrator's separation occurs. Payment shall be made to a Section 430b plan adopted by the Board.
- F. The Board has the right to waive, in its discretion, the ninety (90) day notice of resignation requirement that is a condition to Administrator's eligibility to receive payment under these provisions.

Administrator will be granted three (3) normal working days of paid personal leave per year to transact personal business. The day immediately preceding or immediately following a legal holiday or bona fide vacation period will not be recognized by the Board of Education as a personal business leave day unless approved by the Board of Education. Personal business leave must not be used as vacation time. Personal business time is not accumulative.

6. Administrator's performance shall be evaluated by the Board not less than annually. The Board and the Administrator will meet to discuss and determine performance standards, and District goals, prior to commencement of the evaluation process. Criteria upon which Administrator shall be evaluated will be communicated to Administrator by the Board prior to the initiation of the evaluation process. The timelines for the evaluation process for each year of the contract shall be:

- June - the Board will meet with the Superintendent to review progress toward his goals
- December - the Board will finalize the Superintendent's evaluation
- Prior to March 31, 2020 - the Board will give notice to the Superintendent one of the following intentions:
  - A. Non-renewal of contract
  - B. Offer/negotiate new contract
  - C. Extension of existing contract

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health medical benefit cost contributions and premium contributions shall be made on behalf of Administrator during this interval to the extent provided in paragraph 11 of this Agreement, with Administrator responsible for the remaining amounts required to continue and maintain enrollment.

Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator 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 decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Administrator 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 Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing 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 administrator by the Board shall be job related and consistent with business necessity. 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 considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make medical benefit cost and premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

- Health /Medical Insurance
- Dental Insurance
- Vision Insurance
- One Hundred Thousand (\$100,000) in a term life insurance policy for the Administrator

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefits plan costs and premiums for the plans and products specified above, as may be determined by the Board. This contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended. To the extent that medical benefit plan costs and premiums associated with the above

coverages exceed the required level of the Board's contribution, as specified above, the Superintendent hereby authorizes payroll deduction for all excess medical benefit plan costs and premiums required to maintain enrollment and coverage.

If the Administrator makes a written election not to avail himself of the health/medical insurance, made available by the Board, he will instead receive the 2011 Public Act 152 single subscriber hard cap amount remitted on a monthly basis, under a qualified Section 125 Plan, on the further condition that the Administrator furnishes evidence that he is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

In order to enroll in any of the above insurance products or plans, the Administrator must provide written assurance that he is not enrolled elsewhere by equivalent insurance programs available through his spouse or other source.

Payment of medical benefit plan costs and insurance premiums on behalf of the Superintendent (and his eligible dependents, if applicable) by the Board will cease on the last day of the month in which separation from employment occurs.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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. Administrator is responsible for assuring completion of all forms and documents needed to enroll and participate in the above-described insurance plans and products. The Board, by remitting the medical benefit plan cost and premium contributions specified above shall be relieved from all liability with respect to insurance benefits.

13. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board 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 above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

14. Administrator shall be eligible to be reimbursed for travel (mileage over 50 miles one way), meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. The Board will provide \$450 monthly stipend to cover day-to-day travel and vehicle expenses.

The Board shall reimburse Administrator the amount of up to Six Thousand Five Hundred Dollars (\$6,500) per year as a business expense allowance. The business expense allowance may be used as reimbursement for civic organization dues and other expenses related to the performance of the Administrator's duties on behalf of the District. Reimbursement of these expenses shall not exceed documented costs. All property purchased with the business expense allowance is considered to be District property, and shall be returned by Administrator to the District upon cessation of Administrator's employment.

15. The Board will pay, on behalf Administrator, dues to the Michigan Association of School Administrators, the Michigan School Business Officials, and the national affiliates of those two groups.

16. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract is cancelled and is superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

17. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge 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 Administrator 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 Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have 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, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 8<sup>th</sup> Judicial Circuit of Michigan (Ionia County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

18. 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).

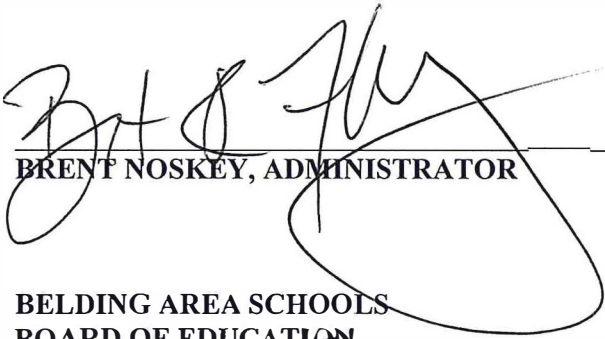
19. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.


20. This Contract is executed on behalf of the Belding Area Schools pursuant to the authority granted as contained in the minutes of the June 17, 2019 Board of Education meeting, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date(s) specified below.

Date: 6/17, 2019

  
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**BRENT NOSKEY, ADMINISTRATOR**

Date: 6/17, 2019

  
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**TERRY BONI, PRESIDENT**

Date: 6/17, 2019

  
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**DOUG LAMBORNE, SECRETARY**