

BRIDGMAN PUBLIC SCHOOL DISTRICT
Employment Contract
High School Principal

This contract is between the Bridgman Public School District Board of Education (subsequently referred to as "Board" or "School District") and **Gerald Heath** (subsequently referred to as "Employee").

1. **Term**: The Board agrees to employ Employee for the term beginning July 1, 202~~5~~⁴ through June 30, 202~~7~~⁵. Any extension of this Contract, except pursuant to Section 1229 of the Revised School Code, must be in writing and executed by both parties.
2. **Credentials**: Employee represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law and regulation, including the provisions of the Michigan Revised School Code, the regulations of the Michigan Department of Education, those required by the School District to serve in the position assigned. Employee agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for this position, as are and may be required by law and/or the State Board of Education. If at any time Employee fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for this position, this Contract shall automatically terminate and the District shall have no further obligation hereunder.
3. **Tenure Exclusion**: Employee shall not be deemed to be granted, nor shall Employee acquire, tenure as an administrator in the above referenced position or in any other non-classroom or non-teaching position to which Employee may be assigned.
4. **Work Period**: The Employee's assigned position is for 220 workdays per contract year. Employee is discouraged from taking time off when school is in session.
5. **Exempt Position**: Employee understands that while "regular" business hours for the high school are from 7:00 a.m. – 3:30 p.m., the position of High School Principal is one of considerable responsibility and requires that Employee work beyond high school hours. Employee understands that as High School Principal, Employee is an "exempt" Employee for purposes of the federal Fair Labor Standards Act and is therefore, not eligible for compensation for "overtime."
6. **Duties**: Employee agrees to serve the School District and to faithfully perform the duties and responsibilities of the position of High School Principal, or the duties and responsibilities of any other position to which Employee may be assigned, with or without notice, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the present and future policies, rules, regulations, By-laws and practices of the School District.
7. **Evaluation**: The Employee's performance shall be evaluated by the Superintendent or his or her designee at least annually using multiple rating categories that take into account data on student

growth to the extent required by law, including but not limited to Sections 1249 and 1249b of the Michigan Revised School Code or their successors.

7. The administrator shall be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The administrator 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 administrator is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the administrator with written notice that a hearing shall be scheduled, in closed or open session at the election of the administrator, to consider the appeal and for the administrator to present witnesses, information, and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and the administrator within 45 days after the appeal is submitted, unless extended by mutual agreement. The administrator may be represented by counsel at the hearing at their own expense. If the administrator has not received two consecutive ratings of needing support, this hearing shall be the final decision. If the administrator receives two consecutive ratings of needing support and the hearing does not resolve the matter, the administrator 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 the authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

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8. **Compensation:** ~~In consideration of the satisfactory performance of all duties and responsibilities assigned to Employee, the School District agrees to pay Employee for Employee's services during this Contract. Employee's annual salary rate for the contract years of July 1, 2024 – June 30, 2025 shall be \$96,145.~~ In consideration of the satisfactory performance of all duties and responsibilities assigned to the Employee, the Board agrees to compensate the High School Principal in accordance with the Bridgman Public Schools Administrator Salary Schedule, as outlined in the Appendix attached to this contract, for the following periods:

- July 1, 2025 – June 30, 2026
- July 1, 2026 – June 30, 2027

8. Compensation adjustments shall align with the terms and conditions set forth in the Bridgman Public Schools Administrator Salary Schedule.

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9. **Fringe Benefits:** Fringe benefits are provided as listed in the Standard Benefits for Non-Certified Employees handbook subject, however, to the following amendments:

Health: The District shall provide group health and hospitalization insurance, dental insurance, vision insurance and long-term disability insurance. Such insurance shall be subject to change at any time without notice on the same basis as changed for full time professional administrative staff provided, however, benefits provided Employee under this section of the contract shall not be less than benefits provided other full time professional administrative staff and all benefits (e.g.

insurance benefits) are subject in all respects to the rules, regulations, and contractual provisions, including eligibility and the selection by the Board of alternative providers or plans. The amount of five hundred dollars (\$500) per month shall be paid to the Employee, should Employee opt to not enroll in the health and hospitalization insurance plan of the District and provide documentation to the District of health insurance coverage as required by law.

The Employee agrees that the School District has the right to allocate responsibility for a portion of the cost of the health insurance benefits specified above, as may be determined by the District, in its discretion. However, the contribution shall not be less than the amount determined by the School District to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The School District will notify the Employee of the amount for which he or she is responsible in excess of the paid benefit plan cost contributions. The Employee agrees and authorizes that the amount of the benefit plan cost contributions designated by the School District as his or her responsibility shall be payroll deducted from Employee's compensation.

The School District shall not be required to remit premiums for any insurance coverages for the Employee and his or her 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. The Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by remitting the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

Life/Accidental Death Insurance: Term life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand (\$100,000) dollars shall be provided.

Sick Pay: Employee is provided ten (10) days of sick leave for each contract year for personal or immediate family illness, subject to accumulation and rollover from year-to-year, up to a maximum of 100 days, which may be used for personal illness. "Immediate family" is defined in the B.E.A. Master Agreement. Employee may be required to provide a statement from Employee's treating physician, subject to the Superintendent's satisfaction, should Employee be absent from work more than five (5) days consecutively. Other leave time is provided consistent with Article 7 of the B.E.A. Master Agreement. Upon resignation and/or retirement, the District shall pay out the Employee for any unused sick days (maximum of 100 days) at a rate of fifty dollars (\$50.00) per day.

Paid Holidays: Employee is entitled to the following eleven (11) paid holidays:

(a) Independence Day	(f) New Year's Day
(b) Labor Day	(g) Martin Luther King Day
(c) Thanksgiving (2 days)	(h) Presidents' Day
(d) Christmas (2 days)	(i) Memorial Day
(e) New Year's Eve	

Vacation: Effective July 1, 2019, Employee no longer has vacation days as a fringe benefit.

Bereavement Days: A maximum of five (5) days leave per incident will be paid at the discretion of the supervisor. Bereavement leave is not cumulative.

Automobile Allowance: Reimbursement at current IRS rate shall be provided Employee for mileage for any professional trip(s) out of the Bridgman Public School district on school district business when employee uses his/her own car.

Cell Phone Stipend: ~~Administrator will receive a monthly cell phone stipend of \$50.00.~~

Family and Medical Leave Act: Vacation, sick leave and other leave time available to Employee shall be taken by Employee when on leave pursuant to the Family and Medical Leave Act.

10. **Assignment and Transfer:** Employee is subject to reassignment and transfer at the discretion of the Superintendent. The Board, in its sole discretion, may readjust the Employee's salary to be commensurate with the reassigned position or duties.
11. **Role Model:** Employee understands that the position for which he has been hired, High School Principal, is an administrative position in the School District with considerable responsibility. Employee understands that the position of High School Principal has high visibility in the School District and, in that capacity, Employee is viewed as a role model for students, staff and the School District community. Employee agrees to act in a professional manner consistent with School District policies, practices, rules, regulations and state and federal laws.
12. **Termination of Contract and Non-Renewal of Contract:** The Board shall be entitled to terminate the Employee's Contract at any time during the term of this Contract when it determines that Employee has engaged in an act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, theft, conviction of a crime (misdemeanor or felony), failure to properly correct or cease any insubordination, failure to comply with directives or instructions, any action or omission to act which the Board believes does or may materially and

adversely affect its programs or operations, or any other causes that are not arbitrary or capricious.

Nonrenewal of the Employee's contract may occur in accordance with the provisions of Section 1229 of the Michigan Revised School Code, MCL 380.1229.

13. **Layoff:** This contract may be terminated or transferred during its term pursuant to a reduction in personnel, as determined by the Board. Employee shall be given at least fourteen (14) calendar days' advance written notice of termination prior to the effective date of layoff or transfer. In the event of layoff, the Board shall have no further obligation under this contract.
14. **Severability:** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.
15. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.
16. **Entire Agreement:** This instrument contains the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by both parties.
17. **Headings:** The headings of the sections of the Contract are for convenience only and shall not affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

**BRIDGMAN PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION**

Dated: _____

By: _____
Its: President

Dated: _____

By: _____
Its: Secretary

Dated: _____

By: _____
Employee