BRIDGMAN PUBLIC SCHOOL DISTRICT Employment Contract

Interim Athletic/Aquatic/Community Recreation Director

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

- 1. <u>Term</u>: The Board agrees to employ the Employee for a term beginning July 1, 202<u>5</u>3,, through June 30, 202<u>6</u>4. 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. <u>Credentials:</u> 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. <u>Tenure Exclusion</u>: 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 is considered a year round employee and is required to work at least 260 days from July 1, 202<u>5</u>3 through June 30, 202<u>6</u>4.
- 5. Exempt Position: Employee understands that while "regular" business hours for the central office are from 7:30 a.m. 4:00 p.m., the position of Interim—Athletic/Aquatic/Community Recreation Director is one of considerable responsibility and requires that Employee work beyond regular central office hours. Employee understands that as Interim—Athletic/Aquatic/Community Recreation Director, Employee is an "exempt" Employee for purposes of the federal Fair Labor Standards Act and is therefore, not eligible for compensation for "overtime."
- 6. <u>Duties</u>: Employee agrees to serve the School District and to faithfully perform the duties and responsibilities of the position of <u>Interim</u> Athletic/<u>Aquatic/Community Recreation</u> Director 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**: Employee understands that Employee's performance, including attitude, teamwork and cooperativeness, is subject to an annual evaluation.

- 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 for the contract year of July 1, 2023 through June 30, 2024 shall be \$25,000. In consideration of the satisfactory performance of all duties and responsibilities assigned to the Employee, the Board agrees to compensate the Business Manager-Athletic/Aquatic/Community Recreation Director 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.
- 9. <u>Fringe Benefits</u>: There are no Fringe benefits provided for this position. <u>Employee shall be entitled to the same fringe benefits as outlined in the Director of Support Services contract; however, fringe benefits shall not be duplicated or applied concurrently under both contracts. All benefits will be prorated as appropriate.</u>
- 10. <u>Assignment and Transfer</u>: Employee is subject to reassignment and transfer at the discretion of the Superintendent.
- 11. Role Model: Employee understands that the position for which he has been hired, Interim Athletic Director, is an important position in the School District with considerable responsibility. Employee understands that the position of Interim-Athletic/Aquatic/Community Recreation Director 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 and capricious.
- 13. <u>Severability</u>: 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.
- 14. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- 15. **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.
- 16. <u>Headings</u>: 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