

BRIDGMAN PUBLIC SCHOOL DISTRICT
Employment Contract
Business Manager

The Board of Education ("Board") of Bridgman Public School District ("District") and Hether McIntyre ("Employee"), pursuant to Section 1229(2) of the Revised School Code of the State of Michigan, by Board action at a meeting held on May 11, 2026, employs Hether McIntyre as Business Manager for a two (2) year period commencing on July 1, 2026, and ending on June 30, 2028, according to the following:

~~This contract is between the Bridgman Public School District Board of Education (subsequently referred to as "Board" or "School District") and Hether McIntyre (subsequently referred to as "Employee").~~

~~1. **Term:** The Board agrees to employ Employee for the term beginning July 1, 2025 through June 30, 2026. Any extension of this Contract must be in writing and executed by both parties.~~

2.1. **Credentials:** Employee represents that she 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 her 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.

~~3.2. **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.~~

~~4.3. **Work Period:** The Employee shall be employed as a 12-month employee for the period of July 1 through June 30 each fiscal year is considered a year round employee and is required to work 260 days from July 1, 2025 through June 30, 2026.~~

5.4. **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 Business Manager is one of considerable responsibility and requires that Employee work beyond regular central office hours. Employee understands that as Business Manager, Employee is an "exempt" employee for purposes of the federal Fair Labor Standards Act and is therefore, not eligible for compensation for "overtime."

6.5. **Duties:** Employee agrees to devote her talents, skills, efforts and abilities toward competently, professionally and proficiently fulfilling all duties and responsibilities of the position. Employee agrees to faithfully perform duties assigned by Board and Superintendent and to comply with the directives of Board and Superintendent. Further, Employee agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by Board and Superintendent to carry out the educational programs and District policies. Further,

~~Employee pledges to use her best efforts to maintain and improve the quality of the operation of District and constantly promote efficiency in all areas of her responsibility. Employee will not perform professional services outside her administrative duties, or perform work for any other employer or entity without Board approval. Employee agrees to serve the School District and to faithfully perform the duties and responsibilities of the position of Business Manager, 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.~~

6. **Evaluation:** ~~The Employee's performance shall be evaluated by the Superintendent or 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.~~

~~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.~~

7. ~~Employee understands that Employee's performance, including attitude, teamwork and cooperativeness, is subject to an annual evaluation from the Superintendent, as required by Board policy or law.~~

8. **Compensation:** In consideration of the satisfactory performance of all duties and responsibilities assigned to the Employee, the Board agrees to compensate the Business Manager 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, 2026~~ – June 30, 2027
- July 1, 2027 – June 30, 2028

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

a. Should Employee be assigned or transferred to another position, the salary shall be established by Board for that position. Upon separation or unpaid leave of absence of Employee during any fiscal/contract year, her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due Employee upon separation or commencement of unpaid leave shall be remitted by Board to her as soon as such amounts can diligently be determined. Any salary amounts received by Employee in excess of days actually worked during the fiscal/contract year shall be deducted from Employee's remaining wages and Employee, by executing this Contract, gives her written consent for such deduction. Any wage overpayments not recoverable by Board through wage deduction shall be remitted to Board by Employee within three (3) business days of separation from employment. If not paid in this manner, Employee agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).

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 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 submit proof of health insurance coverage as required by the Affordable Care and Patient Protection Actlaw.

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. Should PA 152 be amended or repealed, the District will pay, for the remainder of this Agreement, up to a maximum 3% increase in the premium costs from the previous year. 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 \$100,000 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. If the Earned Sick Time Act (ESTA) is in effect, the first 72 hours of earned sick leave may be used for any recognized ESTA purpose running concurrently with other applicable leaves, with those first 72 hours of leave being subject to the same terms and conditions as provided in ESTA. “Immediate family” is defined in the B.E.A. Master Agreement. Employee may be required to provide a statement from Employee’s treating physician, at the District’s expense~~subject to the Superintendent’s satisfaction~~, should Employee be absent from work more than threefive (35) 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 ~~twelve~~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) <u>Good Friday</u> Memorial Day
(e) New Year’s Eve	(j) <u>Memorial Day</u>

Vacation: Employee is provided twenty (20) vacation days per contract year, which are subject to accumulation and rollover from year to year, up to a maximum of forty (40) days. Upon resignation/retirement, Employee may redeem up to 20 days of unused vacation time.

Employee must obtain prior authorization from the Superintendent in order to use vacation days. ~~Employee may not schedule vacation days unless a “backup” has been arranged with approval of Employee’s immediate supervisor, to assume Employee’s duties and responsibilities during Employee’s absence. The Employee’s use of vacation days when school is in session is discouraged.~~

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 nor is such time reimbursable.

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.

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 she has been hired, Business Manager, is an administrative position in the Central Office of the School District with

considerable responsibility. Employee understands that the position of Business Manager 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, including while off-duty.

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.

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