

BRIDGMAN PUBLIC SCHOOL DISTRICT
Employment Contract
Food Service Director

~~The Board of Education (“Board”) of Bridgman Public School District (“District”) and Margaret Ferguson (“Employee”) by Board action at a meeting held on May 11, 2026, employs Margaret Ferguson as Food Service Director 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 Margaret Ferguson (subsequently referred to as “Employee”).~~

~~1. **Term:** The Board agrees to employ the Employee for a 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:** Employee’s assigned position is for 220 workdays per contract year. Employee is discouraged from taking time off when school is in session.

5.4. **Exempt Position:** Employee understands that while “regular” business hours for the central office are from 7:~~30~~0 a.m. – 4:00 p.m., the position of Food Service Director is one of considerable responsibility and requires that Employee work beyond regular central office hours. Employee understands that as Food Service Director, Employee is an “exempt” Employee for purposes of the federal Fair Labor Standards Act and is therefore, not eligible for compensation for “overtime.”

6.5. **Duties:** Employee agrees to serve the School District and to faithfully perform the duties and responsibilities of the position of Food Service 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.

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

8-7. **Compensation:** In consideration of the satisfactory performance of all duties and responsibilities assigned to the Employee, the Board agrees to compensate the Food Service 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, 202~~6~~⁵ – June 30, 202~~7~~⁶
- 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).

9-8. **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 off five hundred dollars (\$500) per month shall be paid to the Employee, should the 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, which are 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 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 three five-(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 ~~eleventwelve-(124)~~ 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 Memorial Day</u>
(e) New Year’s Eve	(j) <u>Memorial Day</u>

Vacation: Effective July 1, 2025, 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 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.~~

10-9. Assignment and Transfer: Employee is subject to reassignment and transfer at the discretion of the Superintendent. The Board, in its sole discretion, may adjust the Employee’s salary to be commensurate with the reassigned position or duties.

11-10. Role Model: Employee understands that the position for which she has been hired, Food Service Director, is an important position in the School District with considerable responsibility. Employee understands that the position of Food Service 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.

12-11. Termination 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.

~~43.12.~~ **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.

~~44.13.~~ **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.

~~45.14.~~ **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

~~46.15.~~ **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.

~~47.16.~~ **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