

# Bedford Public Schools Employment Contract

## Superintendent of Education

This AGREEMENT made and entered into this 6<sup>th</sup> day of November 2020, by and between the BEDFORD PUBLIC SCHOOLS (the "District"), a governmental entity organized and existing under the laws of the State of Michigan, and DR. CARL SHULTZ (the "Administrator") (collectively referred to as "the Parties") is as follows:

1. **Duration of Employment Contract.** The District employs the Administrator, and the Administrator accepts employment to start Nov. 6, 2020 through June 30, 2024. The work year is two-hundred sixty (260) duty days. This amount will be used for the per diem calculation.
2. **Job Title.** The Administrator is assigned to the position of Superintendent of Education. The Administrator shall be subject to assignment and transfer at the discretion of the Board of Education (the "Board"). Such assignment or transfer shall not abrogate the salary section or reduce the defined duration of the contract, while the contract is in effect.
3. **Job Duties, Job Performance/Evaluation, and Professional Responsibilities.** The Administrator agrees during the term of this Agreement to perform competently and efficiently the duties of the position as prescribed by the Board and the laws of the state of Michigan and to faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board and the State for the governance of the District and implementation of its educational program. In addition, the Superintendent shall coordinate all facets and departments of the District under such guidelines as are now established by the District. In addition to the job duties and responsibilities of Superintendent of Education, the administrator shall serve as the District's Bond Coordinator and Covid-19/General Health Officer.
  - A. The Administrator shall be evaluated in accordance with applicable laws and procedures as established by the Board.
4. **Reports to the Board.** The Administrator shall report to the Board, at regular intervals and at such other times as the Board shall direct, the progress of the Administrator's supervision and direction of the system, and shall recommend to the Board the establishment of new and changed policies when, in the opinion of the Administrator, such recommendations will increase the efficiency of operation of the District or shall provide a better system of public education.
5. **Right to Assign Employees.** The Administrator shall have the right to assign employees, subject to review of the Board.
6. **Administrator Representations.** The Administrator represents to the District that the Administrator is qualified under the laws of the State of Michigan to act as Superintendent of

Education. The Administrator agrees to conform to all provisions of law relative to the qualifications of Superintendent of Education and will perform all of the duties thereof as required by law, during the life of this Agreement.

The Administrator represents to the District that the Administrator meets and will maintain the standards for Superintendent of Education as defined by the North Central Association of Colleges and Schools.

7. **Exclusivity Clause.** The Administrator agrees to devote full-time efforts to the duties of Superintendent of Education except for:

A. Twenty-four (24) vacation days (prorated and earned at a 2.0 days per calendar month) are loaded each July 1.

- i. It is the intent of the parties that the Administrator shall take vacation days during times that are least disruptive to the District and during the year that the vacation is earned.
- ii. A maximum of ten (10) days' vacation may be carried over into a succeeding school year.
- iii. Up to twelve (12) additional unused vacation days may be compensated at the Administrator's current per diem.
- iv. Maximum accrued vacation days shall not exceed thirty-four (34).
- v. Upon the resignation or retirement of the Administrator from this position, up to ten (10) days of accrued, but unused, vacation days may be converted to a cash payment at the Administrator's current per diem. That could total twenty-two (22) total days (10 accrued vacation days plus 12 converted vacation days).

8. **Tenure.** The Administrator does not have tenure as **SUPERINTENDENT OF EDUCATION** or in any other administrative capacity in the District, nor does the Administrator have tenure in any other non-classroom teaching capacity.

9. **Professional Development, Continuing Education and Professional Memberships.**

- A. The Administrator is encouraged to represent the District at conferences and the District recognizes the importance of the Administrator's attendance at such conferences. The Board, at its option, may require prior approval before conference attendance.
- B. The District shall pay the reasonable expenses of the Administrator incurred in attending the conference.
- C. The Administrator may enroll in a course related to their duties and responsibilities and, only with prior Board approval, shall receive full reimbursement for tuition and fees upon successful completion of the course. The Board shall not unreasonably withhold approval

and shall not withhold approval if the course is required for the Administrator to keep any certificate required to perform his duties as Superintendent.

- D. The District shall pay the cost of the Administrator's membership in a national Administrative Association and any state and/or local affiliate thereof.

10. **Administrator's Health.**

- A. The Administrator is encouraged to work towards good personal health and the District recognizes and supports the Administrator's goal of good personal health.
- B. The Administrator may have an annual physical examination by a licensed physician, and the District shall pay for that part not covered by the District's medical insurance up to one-hundred fifty dollars (\$150).

11. **Sick Days and Bereavement.**

- A. The Administrator shall be credited with one (1) sick day for each month of employment for personal illness or disability.
- B. Such sick leave days may accumulate to a maximum of one hundred (100) days.
- C. Prior to being eligible for Long-Term Disability Benefits, in the event the Administrator does not have enough sick days earned to provide for coverage during the Long-Term Disability election period, the Administrator may borrow up to an additional ninety (90) sick days from his future accumulation of sick days in case of prolonged illness.
- D. Beginning July 1 of each contract year, the Administrator having no absences chargeable against earned sick days shall receive a bonus of one (1) sick day posted at the end of each six (6) months. Having perfect attendance for the entire contract year, the Administrator will receive a cash payment of two-hundred fifty dollars (\$250.00) for each semester, or a total of five-hundred dollars (\$500.00) for that contract year.
  - i. A maximum of ten (10) days per year may be used for illness within the immediate family.
  - ii. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law, daughter-in-law and domestic partner and their dependents.
    - o Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.
    - o Two (2) days may be used for the death of a grandparent, aunt, uncle, nephew, niece, step-nephew, step-niece, and legal guardian.

- If travel time is necessary, the Executive Director of Human Resources and Labor Relations shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death.

12. **Health, Dental, Life and Liability Insurance.**

- A. The Administrator shall be offered insurance equivalent to MESSA Choices II. The Administrator warrants that he is electing to take PAK B, which includes:
- In Lieu of Health Insurance payment of \$450 per Month.
  - VSP 3 Vision Insurance.
  - Delta Dental (100/90/90/90/\$1,500:\$1,000).
  - \$20,000 Life Insurance.
  - Long Term Disability.

If the Administrator elects coverage other than PAK B, the parties shall meet to amend the terms of this Contract to account for the increase costs the District will incur as a result of the Administrator's selection.

- B. Should the Administrator die while in the employ of the District, and should the insurance policy permit, dependent coverage health care insurance shall be provided for up to six months.
- C. The Administrator shall be provided Group Term Life Insurance at twice the Administrator's annual salary, capped at two-hundred fifty thousand dollars (\$250,000).
- D. If the carrier allows, the Administrator may purchase additional life insurance at the group rate.
- E. The Administrator shall be covered by the District's "Errors and Omissions" insurance policy. All coverage shall be defined by the insurance policy.

13. **Personal Business Days.**

- A. The Administrator is provided with three (3) personal business days (prorated as necessary) per year. These are loaded each July 1.
- B. Up to one (1) unused personal business day may be carried over to the succeeding fiscal year, to a maximum of four (4). Remaining unused personal business days shall be added to sick leave days at the end of each contract year.

14. **Unused Sick Leave.** Upon retirement, accumulated sick leave shall be compensated at seventy-five dollars (\$75) per day, not to exceed one hundred (100) days. In the event the

Administrator dies while in the employ of the District, the accumulated sum shall be paid to the Administrator's estate.

15. **Military and Jury Pay.** The Administrator will be paid the difference between regular salary and jury or National Guard duty pay.
16. **Paid Holidays.** The following twelve (12) days shall be observed as paid holidays: Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Martin Luther King, Jr. Birthday; Presidents' Day; Good Friday; Memorial Day; and Independence Day.
17. **Salary.**
  - A. The Administrator's salary for the 2020-2021 school year will be based upon one hundred fifty-seven thousand five hundred dollars (\$157,500.00) and the Administrator shall receive a gross amount of \$6,261.30 in his bi-weekly checks for services rendered to the District through June 30, 2021
  - B. The Administrator's salary for July 1, 2021 – June 30, 2022 shall be one hundred sixty-five thousand dollars (\$165,000.00) if the Administrator receives an evaluation rating of effective or higher in the 2020-2021 school year. If the Administrator does not receive an evaluation rating of effective or higher for the 2020-2021 school year, the Administrator's salary shall remain at one hundred fifty-seven thousand five hundred dollars (\$157,500.00).
  - C. The administrator's salary for July 1, 2022 – June 30, 2023 shall be one hundred seventy-two thousand five hundred dollars (\$172,500.00) if the Administrator receives an evaluation rating of effective or higher in the 2020-2021 and 2021-2022 school years. If the Administrator received an evaluation rating of effective or higher for the 2020-2021 school year, but does not receive an evaluation rating of effective or higher for the 2021-2022 school year, the Administrator's salary shall remain at one hundred sixty-five thousand dollars (\$165,000.00). If the Administrator does not receive an evaluation of effective or higher for the 2020-2021 school year, but does receive an evaluation rating of effective or higher for the 2021-2022 school year, the Administrator's salary shall be one hundred sixty-five thousand dollars (\$165,000.00).
  - D. The Administrator's salary for the period of July 1, 2023 – June 30, 2024 shall be mutually determined by the parties, however, in no case shall it be less than the previous year.
  - E. In the event that the State of Michigan or any of its political subdivisions or agencies challenge any of the remuneration identified in this Agreement for inclusion in the Administrator's final average compensation, the District shall appeal the challenge up to and including the Michigan Court of Appeals.
18. **Degree Stipend.**
  - A. Both parties recognize that the attainment of higher education goals is both desirable and conducive to the overall improvement of the educational community. Administrators with MA+15 will receive a total of one thousand dollars (\$1,000.00) added to their salary each

year. Administrators with a Specialist/Masters+36 will receive a total two thousand dollars (\$2,000.00) added to their salary each year and Administrators possessing a Doctorate degree will receive a total of two thousand five hundred dollars (\$2,500.00) added to their salary each year.

19. **Out-of-District Travel and Expenses.**

- A. The Administrator will be reimbursed for mileage at the then-current IRS standard rate and for other approved expenses at the rate established by the District.
- B. The Board of Education shall reimburse the Superintendent for one-time relocation expenses of up to one thousand three hundred dollars (\$1,300.00), provided the relocation is within the Bedford Public Schools District boundary.

20. **Contract Extension, Non-Renewal and Due Process.**

- A. If the Board does not give timely written notice of the intent to non-renew the Administrator's contract at least ninety (90) days before the contract's termination date, the contract shall be deemed (pursuant to MCL 380.1229) extended for an additional one-year period.
- B. The Administrator shall advise the Board of this obligation during the month of February of the final year of this contract.
- C. If the Administrator desires to extend the contract for an additional year beyond the expiration date of the contract as stated elsewhere in this Agreement, the Administrator must give written notice, accompanied by a receipt of said notice, to the Board President or Board Secretary prior to one-hundred twenty (120) days before the termination date of this Agreement. If all of the conditions specified in this paragraph are met, and if the Board does not give written notice of intent not to extend the contract prior to ninety (90) days before the termination date of this Agreement, the contract shall be deemed to be extended for an additional year. The non-renewal procedures shall be governed exclusively by MCL 380.1229 and shall not be subject to the discharge procedure or grievance procedure of this Agreement.

21. **Discharge and Due Process Requirements.**

- A. During the term of this Agreement, the Administrator shall be subject to discharge for only a reason which is not arbitrary or capricious.
- B. No discharge shall be effective until written charges have been properly served upon the Administrator, and written proof of service is received by the District.
- C. Upon written request, within ten (10) days following discharge, the Administrator shall have an opportunity for a meeting with a Board committee regarding such discharge.
  - i. The Administrator may have legal counsel present at their own expense.

- ii. Should the Administrator not be satisfied with the Board's decision, the Administrator may appeal such decision to arbitration in writing within ten (10) days.
  - iii. The Arbitrator will be selected and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association.
  - iv. The fees and expenses of the Arbitrator shall be shared equally by the parties.
  - v. The Arbitrator's decision shall be final and binding on the parties.
22. **Dispute Resolution - Arbitration Clause.** Any and all claims by the Administrator that there has been a violation, misinterpretation, or misapplication of any provision of this agreement will be adjudicated exclusively through the grievance procedure as noted herein:
- A. The grievance shall be reduced to writing and submitted to the Vice President of the Board within twenty (20) days of the alleged grievance.
  - B. In the event the grievance is not resolved in the step outlined above, the grievant may submit the grievance to the Board Secretary within ten days.
  - C. Within fourteen (14) working days of the receipt of the grievance, the Board or its designee shall meet with the Administrator in an effort to resolve the grievance. A disposition of the grievance in writing by the Board shall be made not later than ten working days thereafter.
  - D. If the Administrator is not satisfied with the Board's disposition of the grievance, or if a disposition has not been made within the period above, the Administrator may seek relief by invoking arbitration in writing within ten (10) days in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The fees and expenses of the Arbitrator shall be shared equally by the parties. The Arbitrator's decision shall be final and binding on the parties.
23. **Applicable Law.** If any provision of the Agreement is contrary to law, then only that provision is deemed not valid with remainder being deemed valid. This contract and all the terms and conditions contained herein will be covered by the laws of the State of Michigan.


*[Remainder of Page Intentionally Left Blank]*

*This Agreement constitutes the sole and entire existing contract between the parties and supersedes and cancels all prior agreements, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Parties.*

I, Dr. Carl Shultz have read and understand the provisions and conditions of my employment with Bedford Public Schools as stated herein and my signature below signifies my agreement to abide by this agreement and any attachments.

Signed this 6<sup>th</sup> day of November, 2020

  
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Dr. Carl Shultz  
Superintendent of Education

  
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Lisa McCaig, President  
Bedford Board of Education

11/6/2020  
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Date