

Bedford Public Schools

Employment Contract

Superintendent of Education and Community Education

This **AGREEMENT** made and entered into this 3rd day of October 2024, 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" or "Superintendent") (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 **July 1, 2024 through June 30, 2029**. The work year is two-hundred sixty (260) duty days. This amount will be used for the per diem calculation. The duration of the Agreement is subject to the renewal provisions as outlined in Paragraph 20 below.
2. **Job Title.** The Administrator is assigned to the position of Superintendent of Education and Community 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. The Administrator shall perform the following responsibilities:
 - A. As the Superintendent, the Administrator 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, the District Safety Liaison with the Michigan State Police, and Covid-19/General Health Officer.
 - B. In addition to the job duties of Superintendent of Education, the administrator shall direct all general oversight of the district's Community Education Program, including the hiring and evaluation of the Director of Community Education, program budget administration, and property maintenance oversight.
 - C. 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 twelve (12) days vacation may be carried over into a succeeding school year.
 - iii. Up to (12) additional unused vacation days may be compensated at the Administrator's current per diem.
 - iv. Maximum accrued vacation days shall not exceed thirty-six (36).
 - v. Upon the resignation or retirement of the Administrator from this position, up to twelve (12) 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-four (24) total days (12 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.
 - o 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 \$500 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 the resignation or retirement of the Administrator from this position, accumulated sick leave shall be compensated at two hundred dollars (\$200) 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. Compensation/Remuneration for Services Performed by the Administrator – The Intent of the Parties is that All compensation/remuneration listed in this Paragraph is included as reportable compensation pursuant to MCL 38.1303a. The Superintendent's salary schedule and wage index is outlined in Appendix A.

A. The Administrator's salary for July 1, 2024 – June 30, 2025 shall be two hundred ten thousand one hundred and twenty dollars (\$210,120.00). This salary shall be prorated from the date of execution of this Agreement.

- The Salary Allocation for duties performed shall be as follows:
 - \$185,120.00 for duties performed as Superintendent; and
 - \$25,000.00 for duties performed as Director of Community Education
- **Tax-Sheltered Annuity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of sixteen thousand dollars (\$16,000) for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning July 1, 2024, the Board shall make this payment no later than December 1 of each contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.
- **Longevity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive longevity compensation annually equal to three percent (3%) of his annual base salary. Annual longevity payments will be added to the superintendent's bi-weekly paychecks.

B. The Administrator's salary for July 1, 2025 – June 30, 2026 shall be two hundred sixteen thousand four hundred and twenty-four dollars (\$216,424.00) if the Administrator receives an evaluation rating of effective or higher in the 2024-2025 school year.

- The Salary Allocation for duties performed shall be as follows:

- \$191,424.00 for duties performed as Superintendent; and
 - \$25,000.00 for duties performed as Director of Community Education
- **Tax-Sheltered Annuity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of seventeen thousand dollars (\$17,000) for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning July 1, 2024, the Board shall make this payment no later than December 1 of each contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.
 - **Longevity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive longevity compensation annually equal to three percent (3%) of his annual base salary. Annual longevity payments will be added to the superintendent's bi-weekly paychecks.

If the Administrator does not receive an evaluation rating of effective or higher for the 2024-2025 school year, the Administrator's salary shall remain two hundred ten thousand one hundred and twenty dollars (\$210,120.00) and the allocation of salary for duties performed as Superintendent and Director of Community Education shall remain the same as they were in the 2024-2025 school year.

- C. The Administrator's salary for July 1, 2026 – June 30, 2027 shall be two hundred twenty-two thousand nine hundred and seventeen dollars (\$222,917.00) if the Administrator receives an evaluation rating of effective or higher in the 2025-2026 school year.

- The Salary Allocation for duties performed shall be as follows:
 - \$197,917.00 for duties performed as Superintendent; and
 - \$25,000.00 for duties performed as Director of Community Education.
- **Tax-Sheltered Annuity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of eighteen thousand dollars (\$18,000) for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning July 1, 2024, the Board shall make this payment no later than December 1 of each contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.
- **Longevity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive longevity compensation annually equal to three percent (3%) of his annual base salary. Annual longevity payments will be added to the superintendent's bi-weekly paychecks.

If the Administrator does not receive an evaluation rating of effective or higher for the 2025-2026 school year, the Administrator's salary shall remain the same as the current year.

- D. The Administrator's salary for July 1, 2027 – June 30, 2028 shall be two hundred twenty-nine thousand six hundred and five dollars (\$229,605.00) if the Administrator receives an evaluation rating of effective or higher in the 2026-2027 school year.

- The Salary Allocation for duties performed shall be as follows:
 - \$204,605.00 for duties performed as Superintendent; and
 - \$25,000.00 for duties performed as Director of Community Education.
- **Tax-Sheltered Annuity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of nineteen thousand dollars (\$19,000) for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning July 1, 2024, the Board shall make this payment no later than December 1 of each contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.
- **Longevity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive longevity compensation annually equal to three percent (3%) of his annual base salary. Annual longevity payments will be added to the superintendent's bi-weekly paychecks.

If the Administrator does not receive an evaluation rating of effective or higher for the 2026-2027 school year, the Administrator's salary shall remain the same as the current year.

- E. The Administrator's salary for July 1, 2028 – June 30, 2029 shall be two hundred thirty-six thousand four hundred and ninety-three dollars (\$236,493.00) if the Administrator receives an evaluation rating of effective or higher in the 2027-2028 school year.

- The Salary Allocation for duties performed shall be as follows:
 - \$211,493.00 for duties performed as Superintendent; and
 - \$25,000.00 for duties performed as Director of Community Education
- **Tax-Sheltered Annuity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive an annual tax-deferred annuity contribution in the amount of twenty thousand dollars (\$20,000) for an annuity to be selected by the Superintendent from a list of eligible programs approved by the School District. Beginning July 1, 2024, the Board shall make this payment no later than December 1 of each contract year. The Superintendent may elect to increase his contribution to this tax-deferred annuity by authorizing the School District to deduct additional sums of money from his bi-weekly paychecks.
- **Longevity:** As additional remuneration for additional duties including newly added Community Education oversight, the Superintendent will receive longevity compensation annually equal to three percent (3%) of his annual base salary. Annual longevity payments will be added to the superintendent's bi-weekly paychecks.

If the Administrator does not receive an evaluation rating of effective or higher for the 2027-2028 school year, the Administrator's salary shall remain the same as the current year.

- F. 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. The Administrator will receive a total of five thousand dollars (\$5,000.00) added to his salary each year in recognition of his Doctorate degree.

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. **Automatic Renewal:** After July 1, 2025, and for each and every year thereafter, this Agreement shall be automatically extended for a period of one (1) year unless, on or before April 1 of that year, the Board or Superintendent serves written notice upon the other party of the desire not to extend the Agreement for any reason, in which event the Agreement shall continue until its then existing expiration date, when it shall expire without any further act by either party. However, if the Board provides notice to the Superintendent pursuant to this paragraph prior to April 1 of any year, and then the Superintendent receives an overall evaluation rating of effective, then the notice provided in that year shall be considered null and void. The intent of this Paragraph is that the Agreement will continue on a five-year rolling basis as of July 1, 2025. Therefore, if no action is taken on or before April 1, 2025, the Agreement will extend one year, and the term of the Agreement will be July 1, 2025 – June 30, 2030. Further, if no action is taken on or before April 1, 2026, the Agreement will extend on July 1, 2026, for an additional year, and the term of the Agreement will be July 1, 2026 – June 30, 2031.
- B. **Statutory Renewal:** 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. The Administrator shall advise the Board of this obligation during the month of February of the final year of this contract.

21. Discharge and Due Process Requirements.

- A. During the term of this Agreement, the Administrator shall be subject to discharge only for just cause.
- 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.

D. **Termination for Convenience:** Notwithstanding the foregoing, the Board may terminate this Agreement at any time for convenience. If it terminates the Agreement pursuant to this provision, rather than pursuant to the above clause (A), the Board shall pay to the Superintendent the pro-rated value of the salary and tax-sheltered annuity contributions for the remaining term of the Agreement, as a lump sum, net 30 days from invocation of this provision by the Board. Such amount shall not include the potential value of fringe benefits, sick or vacation days, or available future merit pay. By signing this Agreement, the Superintendent hereby explicitly agrees to accept such payment as liquidated damages and to relinquish any and all claims related to his employment by the Board.

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.

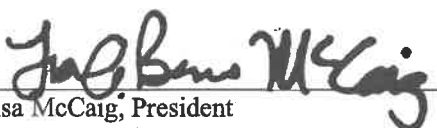
This Agreement constitutes the sole and entire existing contract between the parties and supersedes and cancels all prior agreements, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Parties.

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 3rd day of October, 2024



Dr. Carl Shultz
Superintendent of Education



Lisa McCaig, President
Bedford Board of Education

10-3-2024
Date

Appendix A

Superintendent Salary Schedule

Step	Salary
1	\$210,120.00
2	\$216,424.00
3	\$222,917.00
4	\$229,605.00
5	\$236,493.00

Superintendent Wage Index*

Step	Index
1	2.8180
2	2.9026
3	2.9896
4	3.0793
5	3.1717

Base Wage: \$74,563 (2024-2025 Teacher MA Max)

*The Superintendent wage index is based on the ratio between the Superintendent's salary and the Bedford Education Association teacher's master's degree maximum salary. To calculate the Superintendent's salary: [Base Wage] x [Index].