

**CEDAR SPRINGS PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT**

**for
Ron McDermed
Fiscal Year 2012-2015**

The BOARD of EDUCATION of the Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, hereinafter designated as the BOARD, and Ronald McDermed, hereinafter designated as SUPERINTENDENT, do, in consideration of the mutual covenants, hereinafter contained, agree as follows:

1. CONTRACT PERIOD

The BOARD agrees to employ the SUPERINTENDENT as the Superintendent of Schools for a term of three (3) years from July 1, 2012, to and including June 30, 2015. The BOARD shall notify the SUPERINTENDENT in writing, on or before the first of April 2015, of the BOARD'S intent to renew or not renew the contract. Failure to do so will automatically result in a one-year extension of the contract through June 30, 2016.

2. LENGTH OF WORK YEAR

For the 2012-15 school years, the SUPERINTENDENT will work 52 weeks.

3. CERTIFICATION

The SUPERINTENDENT shall hold or be eligible for a valid administrative certificate as issued by the Michigan Department of Education.

4. DUTIES

The SUPERINTENDENT agrees to perform the duties of SUPERINTENDENT in a competent and professional manner in accordance with the established policies of the Board of Education and the laws of the State of Michigan. The SUPERINTENDENT shall serve as chief executive officer of the BOARD. He will keep the BOARD informed as to the best educational policies and management practices to be followed and will execute such policies and practices adopted by the BOARD. He shall be entitled to:

- a. Present his recommendation to the BOARD on any subject under consideration by said BOARD
- b. Attend each meeting of the BOARD
- c. Serve as ex officio member of each committee established by the BOARD.

The SUPERINTENDENT shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the district. The responsibility for selecting, assigning, promoting, transferring, demoting, and discharging of personnel shall be vested in the SUPERINTENDENT subject to approval by the BOARD.

The BOARD, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study and recommendation.

5. OUTSIDE ACTIVITIES

The SUPERINTENDENT shall devote his time and talents to the business of the school district. However, he may serve as a professional consultant to other districts or educational agencies, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion. If the SUPERINTENDENT receives an honoraria while drawing salary from the district, the honoraria shall be transferred to the district. If the SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. The SUPERINTENDENT is hereby granted permission to use any materials developed within the district during his term of office, provided he properly credits the Cedar Springs Public Schools.

6. EVALUATION

The BOARD shall evaluate the SUPERINTENDENT according to the Board Policy #2250. The SUPERINTENDENT'S contractual status shall be reviewed at the time the evaluation is handled.

7. **COMPENSATION**

a. **SALARY**

The BOARD agrees to pay the SUPERINTENDENT for his services during each year of said contract in twenty-six (26) equal installments. Salary for 2012-13 will be \$147,000, in 2013-14 \$149,800, and a salary will be negotiated in 2014-15, not to be lower than the (2013-14) salary.

b. **ANNUITY**

The BOARD shall provide the SUPERINTENDENT with 9 % of his current salary amount to be placed in an approved annuity plan of the SUPERINTENDENT'S discretion.

c. **GOALS/PERFORMANCE**

In addition to the aforementioned salary, the SUPERINTENDENT shall be eligible for a salary adjustment of 5% based upon the successful completion of the goals and/or performance objectives to be agreed upon within ninety (90) days of the signing of this agreement and subsequently prior to each designated school year.

8. **RETIREMENT**

The BOARD shall pay the current percentage rate of the annual salary to the Michigan Public School Employees Retirement System on behalf of the SUPERINTENDENT.

The Superintendent retiring from service with the Cedar Springs Public Schools shall be paid \$150.00 per day of accumulated unused sick leave up to a maximum of two hundred twenty-five days.

9. **INSURANCE**

- a. The Board shall provide health insurance coverage with a carrier to be named by the Board. The Administrator will receive \$15,000 toward the annual premium for health insurance. The Superintendent may elect to apply their premium amount to the Board named carrier (s), or receive 80% of the annual premium as cash-in-lieu.
- b. Dental insurance coverage shall be paid to an insurance carrier named by the BOARD.
- c. Vision insurance coverage shall be paid to an insurance carrier named by the BOARD.
- d. The BOARD shall provide a group accidental death and dismemberment term life insurance policy with \$100,000 coverage. The SUPERINTENDENT may purchase (at his/her own cost) additional coverage at the group rate in accordance with the policy underwriting rules and regulations.
- e. The BOARD shall provide a managed sick leave program which should be utilized after sixty (60) consecutive days used during any contract year. Such plan shall pay sixty-six and two-thirds (66 2/3) percent of the existing contract until the employee returns to work or until age sixty-five. If disability occurs after age sixty (60), benefits shall be paid for five (5) years or until seventy (70), whichever is lesser.
- f. The description of the above insurance benefits is general only and is subject to and superseded by the terms and conditions of the applicable insurance policies which are available for inspection during regular District working hours. The liability of the BOARD is limited to the payment of the premiums for the insurance coverage described and does not, under any circumstances, extend to the providing of benefits unless the BOARD, in its sole discretion, elects otherwise.

10. **LEAVE**

- a. The SUPERINTENDENT shall be entitled to vacation time *of twenty-five (25) workdays* per fiscal year plus the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and three (3) floating holidays.

- c. There will be an annual allowance of ten (10) sick leave days. Sick leave days can be used for personal or family illness/death. The SUPERINTENDENT may accumulate 10 sick days per year; accumulated sick leave in prior administrative roles in the district will be added to the SUPERINTENDENT's accumulated sick leave to a maximum of 225 days.
- d. There will be four (4) personal business days per fiscal year.

11. PROFESSIONAL DEVELOPMENT

The BOARD recognizes that continuous learning is an essential part of the education process. The BOARD shall strive to support the SUPERINTENDENT to grow professionally. A professional development plan will be designed to support the SUPERINTENDENT in raising student achievement in the district.

12. TRAVEL

Travel outside of Kent County will be paid at the current IRS rate for every mile traveled on BOARD business.

13. HOLD HARMLESS

The BOARD shall defend, hold harmless and indemnify the SUPERINTENDENT from any and all claims, demands, suits, actions and legal proceedings brought against the SUPERINTENDENT in his individual capacity or his official capacity as an agent and employee of the District, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment.

14. TENURE

It is mutually understood and agreed that this contract does not confer tenure upon the SUPERINTENDENT in the above described position or in any other administrative position in the District.

15. TERMINATION

- a. This contract shall terminate upon the death of the SUPERINTENDENT or through loss of professional license. This contract may be terminated by mutual consent and at the appropriate time period developed by the discretion of the BOARD and the SUPERINTENDENT.
- b. If the SUPERINTENDENT acts unilaterally to terminate the contract, all benefits accorded under this contract will be waived by him.
- c. If the BOARD acts unilaterally to discharge the SUPERINTENDENT without just cause resulting in the termination of the contract, all salary and benefits occurring to the SUPERINTENDENT under this contract shall be awarded to the SUPERINTENDENT in full.
- d. If the BOARD acts to discharge the SUPERINTENDENT with just cause resulting in the termination of the contract, all salary and benefits, occurring to the SUPERINTENDENT under this contract shall be forfeited by the SUPERINTENDENT.

16. STATE LEGISLATION

In the event that State Legislation is passed that negatively affects the financial standing of the district due to wording in this contract that section will be open to review between the School Board and the Superintendent.

FOR THE BOARD

BY Brook Nicholson
Board President

DATE 6-11-12

FOR THE SUPERINTENDENT

BY [Signature]
Superintendent

DATE 6-11-12