

Ionia County Intermediate School District

2191 Harwood Road

Ionia MI 48846

SUPERINTENDENT CONTRACT

THIS CONTRACT, entered into this 1st day of July, 2019, between the Ionia County Intermediate School District Board of Education, hereinafter called "Board" and Ethan Ebenstein, hereinafter called "Superintendent".

1) **DUTIES**

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of Superintendent of the School district and agrees to perform the duties of Superintendent in a competent and professional manner as prescribed by the Board, and in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education. Such duties shall include, but not be limited to, the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities, and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the President of the Board informed. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

2) **CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of its schools commencing July 1, 2019 and ending June 30, 2022.

3) **EVALUATION**

Annually during the term of this Contract, the Board of Education shall evaluate the Superintendent, using the criteria in accordance with section 1250 of the Michigan Revised School Code. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act. The Superintendent's job performance and accomplishments shall be significant factors in determining adjustments to compensation.

4) **TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in such capacity, or in any capacity other than that of a classroom teacher.

5) **"HOLD HARMLESS" CLAUSE**

With respect to legal claims for which insurance coverage is not available under paragraph 6, *infra*, the Board shall consider providing the Superintendent on a case-by-case basis and at no expense to him, legal counsel acceptable to the Board in any civil law suit brought against him related to his employment by District. Further, the District shall consider on a case-by-case basis indemnifying the Superintendent from liability in any action related to Superintendent's employment by the District to the extent insurance coverage does not exist. The District's obligation to provide Superintendent with legal counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

6) **PROFESSIONAL GROWTH**

The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses which are not prepaid by the Board.

7) **PROFESSIONAL DUES**

Paid memberships to state and national organizations as approved appropriate by the Board.

8) **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said Contract in equal biweekly installments. Annual compensation for the contract year **2019-2020** shall be **One Hundred Forty-Six Thousand Eight Hundred Thirteen Dollars (\$146,813)**; the first payment to be made on July 3, 2019, with subsequent payments to be biweekly. **The salary for 2020-2021 shall be \$148,281; the salary for 2021-2022 shall be \$149,764.**

MERIT COMPENSATION

Consistent with section 1250 of the Revised School Code and in addition to the base salary as provided above, the following shall apply:

Upon recognition by the Board of Education of successful board goal attainment and effective or highly effective evaluation, the Superintendent shall receive an annual payment in the amount of \$2,000.

9) **FRINGE BENEFITS**

The Superintendent shall be afforded the following:

- a) Medical, Hospitalization, Vision, and Dental Insurance as determined by the District, provided the Administrator is not already covered by such insurance. The District will contribute no more to premiums than the statutory mandated maximums with respect to health insurance. The Board will notify Superintendent of the amounts for which he is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, the Superintendent hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.
- b) The District will pay no more than state mandated hard cap, or in lieu of insurance, the Superintendent may receive the equivalent of the single subscriber premium paid as a 125 plan allowance.
- c) The Superintendent shall be afforded long-term disability insurance as established by Board Policy.

- d) The District shall pay for term life insurance in the amount of twice the Superintendent's annual salary during the term of this Contract and any extension thereof, payable to such beneficiaries as the Superintendent may designate.
- e) 18 days of sick leave per year of employment, two of which may be used as personal, cumulative to 140 days. When the Superintendent retires from the district and is eligible for MPERS benefits his accrued sick days will be reimbursed at the rate of thirty-five dollars (\$35.00) per day.
The Superintendent will be granted an additional forty-five (45) emergency sick leave days if needed, to be used only after accrued days are exhausted. These additional days will not be part of the accrual nor be granted to any beneficiary in case of death. This provision of the contract will expire with the 2020-2021 contract (June 30, 2021).
- f) Vacation Days: The Superintendent shall be entitled to twenty (20) working days of paid vacation, 10 of which may be carried over into a new year, however, not cumulative beyond 30 days in any one year. The Superintendent may, in lieu of paid vacation, elect to receive payment for up to ten (10) unused vacation days per year, non-accruable.
- g) 11 Holidays: Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, The Next Two Days after Christmas, New Year's Eve, New Year's Day, and Memorial Day.
- h) Transportation: The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.
- i) Annuity: An annual board paid annuity allowance of **8%** of gross salary.

- 10) In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of up to ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law and Board policy. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request up to ninety (90) work days of unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A

second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

11) **TERMINATION PROVISIONS**

The Board shall be entitled to terminate the Superintendent's employment at any time during this Contract's term when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, material breach of this Contract's terms and conditions, or for other causes that are not arbitrary or capricious, as determined by the Board.

No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. The non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board, shall not constitute discharge within the meaning of this Contract.

12) **VENUE**

In the event there is a dispute regarding the terms of this Contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

13) **LIMITATIONS PERIOD**

Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed not more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by this limitations period and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short time period to commence litigation, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless brought within the minimum reasonable time within which the suit should have been commenced.

14) **MERGER CLAUSE**

This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. The employee acknowledges and agrees that in executing this agreement he is not relying on any representation by the employer not set forth in this agreement.

15) **NO MODIFICATIONS CLAUSE**

The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing, signed by the Superintendent and the board and formally approved by the Board.

16) SEVERABILITY CLAUSE

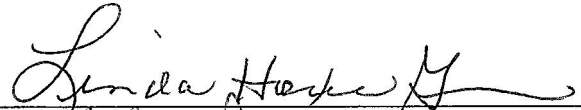
If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed this 11th day of July 2019.

Ionia County Intermediate School District
Ionia, Michigan



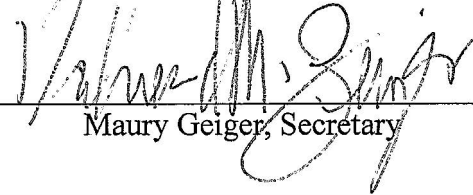
Ethan Ebenstein, Superintendent



Linda Hoxie-Green, President



Witness



Maury Geiger, Secretary