

**COMSTOCK PARK PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the Comstock Park Public Schools ("School District") meeting held on May 23, 2011, the Board employs Ethan Ebenstein ("Superintendent") for a three (3)-year period beginning July 1, 2011 and ending on June 30, 2014, according to the terms and conditions described below.

1. **Duties.** Ethan Ebenstein shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

B. The Superintendent is subject to assignment and transfer to another position of administrative employment in the School District at the Board's discretion.

2. **Qualifications.** The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent pledges to use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board.

4. **Performance Evaluation.** The Superintendent's performance shall be evaluated by the Board annually, but not later than March 31. The Superintendent shall notify the Board, no later than February 1 of each year, of its obligation to perform this evaluation.

5. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Twenty-Seven Thousand Four Hundred Seventy-One Dollars (\$127,471) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

A. The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

B. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

6. **Annuity Benefits.** The Board shall contribute Five Thousand Dollars (\$5,000) per year to a tax-sheltered annuity plan selected by the Superintendent.

7. **Reimbursed Expenses.** The Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with the direction of the Board or its designee.

The Superintendent shall be eligible to be reimbursed for the superintendent's tuition expenses and/or administrator certification renewals. The maximum annual amount of reimbursement to the superintendent shall be Three Thousand Dollars (\$3,000). Only courses, which are completed with a "B" grade or better when final grades are assigned, will be considered for reimbursement. If the superintendent who has been reimbursed for course work subsequently leaves the employ of the district within six (6) months of reimbursement for course work, he/she will be required to repay the district for that reimbursement. This provision is effective retroactive to July 1, 2011 to cover any courses and/or certifications taken during the 2011-2012 academic year.

8. **Professional Development.** Subject to prior approval by the Board, the fees or dues for membership in three (3) appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses not prepaid by the Board.

9. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs subject to possible modification as stated in ¶ 10 below.

A. Health Insurance: For the 2012-2013 school year, the employee shall be obligated to pay the difference between premiums paid by the district and the state mandated cap for health insurance. The cap for the 2012-2013 school year is \$15,000 for a full family, \$11,000 for 2 person, and \$5,500 for a single. Dental insurance, life insurance, LTD, and optical insurance are not included in the cap. If the employee elects not to receive the health insurance

benefits package, employee will be eligible for cash in lieu in the amount equal to the Administrators' Master Agreement.

B. Dental insurance – The District will provide Ultra-Dent with SET-SEG or a plan substantially equivalent as a whole.

C. Term life insurance – During the period that this Contract remains in force, the District shall pay the full premium required for a Two Hundred Thousand Dollar (\$200,000) term life insurance policy. The provider shall be at the discretion of the Board.

D. Vision insurance – The District will provide a Basic Plan II with SET-SEG or a plan substantially equivalent as a whole.

E. Long Term Disability insurance – LTD with SET-SEG, 30-day waiting period or 66 2/3% or the largest possible percentage.

10. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

B. 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.

C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

11. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per contract year.

A. Vacation days are encouraged be used within the contract year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days. Employee may carryover a maximum of ten (10) vacation days to the following year.

- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.

12. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day and the Friday before; Thanksgiving Break (Wednesday, Thursday and Friday); Christmas Day and the day preceding; New Year's Day and the day preceding; Good Friday (if school is not in session); Memorial Day; and the Fourth of July. Should the two days of Christmas, the two days of New Year's, or the Fourth of July fall on a weekend, the equivalent number of weekdays adjacent to the holidays shall be granted.

13. **Authorized Absence.** If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. At the option of the administrator beginning at the end of his third year of employment, unused sick leave may be returned to the Board and paid at the rate of \$125.00 per day to a maximum of fifteen (15) days per year (June 30-July 1).

14. **Personal Leave Days.** At the Board's discretion and approval, the Superintendent may be granted up to five (5) personal leave days per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.

15. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent 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 the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical 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 the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination

shall occur when restoration after leave is required by the Family and Medical Leave Act.

- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
- E. The parties agree that the Superintendent's position is a "key employee" position as prescribed by the Family and Medical Leave Act.

16. **Medical Examination.** The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract.

- A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.
- B. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

17. **No Tenure In Position.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

18. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the provisions of the Michigan Teachers' Tenure Act.

19. **Termination for Cause.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- B. In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation.

20. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the employment of the Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.


- A. Any prior agreement pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent, is terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

21. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

22. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on May 23, 2011, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

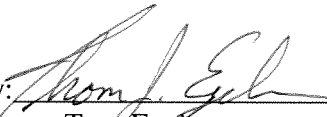
Date: 7/16/12, 2012



Ethan Ebenstein
Superintendent


COMSTOCK PARK PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: 7/17/12, 2012

By: 

Tom Egeler
Its President

Date: 7-16-12, 2012

By: 

Terry Benjamin
Its Secretary

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