

ced: Jason Jeffrey
parfall



CONTRACT OF EMPLOYMENT
Superintendent

It is hereby agreed by and between the Board of Education of the West Shore Educational Service District (hereinafter "Board") and Jason Jeffrey (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 13th day of March, 2018, has and does hereby employ the said Superintendent for a three year period commencing on July 1, 2018 and ending on June 30, 2021, with automatic renewal of one (1) additional year with an annual evaluation rating of Effective or Highly Effective, and according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the Educational Service District at the discretion of the Board.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and 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.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Educational Service District during the entire term of this Contract. Superintendent agrees that he will diligently and competently discharge his duties on behalf of the Educational Service District to enhance the operation of the Educational Service District and will use his best efforts to maintain and improve the quality of the programs and services of the Educational Service District.

4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Thousand Fifty-seven Three Hundred and no/100—(\$157,300) Dollars in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Additionally, Superintendent has the option to receive a portion of his annual salary in an employer contributed, Board-approved tax-deferred annuity plan or deferred compensation plan in accordance with IRS rules. This includes, but is not limited to, employer and employee contribution limits.

Should Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. All vacation days must be used prior to October 1 of the following school year and Superintendent shall not receive any additional compensation in lieu of use of non-accumulated vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the notification of the Board President.

In the event the Superintendent shall submit his/her resignation of employment with the District, with a minimum advance notice of ninety (90) days, any unused accumulated vacation shall be paid at his established per diem rate based on two-hundred sixty (260) contract days, pro-rated as determined by the West Shore ESD.

6. Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249b of the Revised School Code (or its successor provision).

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

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss 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. Written Charges shall be provided to the Superintendent at least ten (10) days prior to the hearing. 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 obligation hereunder.

8. In the event of Superintendent's mental and/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; then, and only for the first three (3) years of employment, the Board will grant additional paid sick days sufficient to continue the Superintendent's compensation (at the annual salary rate specified in paragraph 4 of this Contract) up to the end of the waiting period for commencement of long term disability benefits, as provided in the plan specifications. In no event will this additional allocation of sick leave exceed ninety (90) days in any twelve (12) month period. These additional sick days shall not continue in any successor employment contracts. Upon utilizing leave under this provision, Superintendent 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 Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day 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 Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent 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, Superintendent shall provide to the Board a fitness for duty certification from Superintendent'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.

9. 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 decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. 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 Superintendent providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if 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 Superintendent by the Board shall be job related and consistent with business necessity. 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 considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Superintendent, the Board shall pay premium amounts on behalf of Superintendent and his eligible dependents toward the purchase of these insurance coverages:

Dental insurance (see attached benefit Summary).

Vision insurance (see attached benefit summary)

Term life insurance (see attached benefit summary).

Long Term Disability insurance (see attached benefit summary). (Superintendent only)

The District shall pay the premium toward dental, vision, life, dependent life insurance and long-term disability insurance (Superintendent only) for the Superintendent and eligible family members. If the Superintendent elects to voluntarily waive enrollment in health insurance, the Superintendent is entitled to receive a monthly cash in lieu of health benefit in the amount of Three hundred dollars (\$300), in accordance with the District's Section 125 Plan.

Dental, vision, life, and dependent life insurance coverages shall terminate on the last day of the month following termination of employment with the District. Long-term disability insurance shall terminate on the last day of employment with the District.

Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the premium for the insurance coverages specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the medical benefit plan costs for which he/she is responsible in excess of the Board paid medical benefit plan costs. Superintendent agrees that the amount of medical benefit plan cost designated by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Superintendent for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit medical benefit plan costs for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Superintendent. The terms of any contract or policy issued by any insurance company or third-party Superintendent shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the medical benefit plan cost payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Superintendent is entitled to the following holidays for which no service to the Educational Service District is required: Fourth of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day.

14. If 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. Unused paid leave days hereunder shall be cumulative to a maximum of one-hundred fifty (150) days for absence due to personal illness or disability of Superintendent.

In the event the Superintendent submits his/her resignation of employment with the District, with a minimum advance notice of ninety (90) days , any unused sick leave shall be paid at one-half of his/her prevailing per diem rate, based on two-hundred sixty (260) contact days, not to exceed Ten Thousand Dollars (\$10,000).

15. The Superintendent shall be afforded five (5) personal leave days annually. Personal leave days shall not accrue.

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

17. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to compliance with Board policy, the Superintendent may attend appropriate professional meetings in the furtherance of his job duties and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board. Provided, however, that prior approval by the Board or the Board's designee is required for any out of state travel and for any travel that includes at least one overnight stay.

18. The Board shall reimburse the Superintendent for receipted moving expenses, if the Superintendent establishes residency within the WSESD boundaries prior to June 30, 2019. Reimbursement shall not exceed \$6,000.

19. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.601a(1)(d).

20. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

21. If any provision of this Agreement 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. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. 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 the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

23. This Agreement is executed on behalf of the West Shore Educational Service District pursuant to the authority granted as contained in the resolution of the Board adopted on March 13, 2018, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.


Date: 3-13-18


SUPERINTENDENT

WEST SHORE EDUCATIONAL
SERVICE DISTRICT

BOARD OF EDUCATION

Date: 3/13/18

By 
President

By 
Vice President

**Contract of Employment Amendment
Between
West Shore Educational Service District
And
Jason Jeffrey**

This Contract of Employment Amendment constitutes an agreement by and between the West Shore Educational Service District, subsequently referred to as "the Board" and Jason Jeffrey, subsequently referred to as "the Superintendent". The terms of the Contract of Employment Amendment are provided below.

1. Contract Period

It is hereby agreed by and between the Board and the Superintendent that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 12th day of March, 2019, has and does hereby employ the said Superintendent for a three year period commencing on July 1, 2019 and ending on June 30, 2022, with automatic renewal of one (1) additional year with an annual evaluation rating of Effective or Highly Effective, and according to the terms and conditions as described and set forth in the Superintendent's Contract of Employment.

2. Compensation

Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Thousand Sixty-four Five Hundred Eighty-three and 00/100—(\$164,583) Dollars in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

This Amendment includes the cost of living adjustment of 1.87% approved by the Board of Education at its regular meeting held April 9, 2019.

3. Entire Agreement

This Contract of Employment Amendment/Superintendent Contract of Employment contains the entire agreement of the parties relating to the subject matter of employment by the Employer. Its terms may not be waived, changed, modified, extended or discharged except by written agreement executed by the parties.


Dated: 5-16, 2019



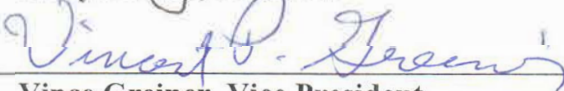
Jason Jeffrey, Superintendent

**WEST SHORE EDUCATIONAL SERVICE DISTRICT
BOARD OF EDUCATION**

Dated: 5/14, 2019

By: 

Cathy Becker, President

By: 

Vince Greiner, Vice President