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***OXFORD COMMUNITY SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
EMPLOYMENT AGREEMENT***

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This Agreement entered into this 20th day of June, 2011, between the Board of Education of the Oxford Community Schools, hereinafter referred to as the "Board," and William C. Skilling, hereinafter referred to as the "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board, subject to the limitations and duties as prescribed by Section 380.1229 of the Revised School Code as amended. He shall:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an 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 selection, placement, and transfer of personnel shall be vested in the Superintendent. The Board may, individually and collectively, promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

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. So

long as such does not interfere with his express or implied employment duties, 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. In no case will the school district be responsible for any expense attendant to the performance of outside activities.

The Superintendent shall at all times possess a valid Michigan School Administrator's Certificate issued by the State Board of Education, or shall have completed all of the requirements necessary to qualify for such a certificate as prescribed in Board policy.

2. CONTRACT PERIOD

The Board agrees to extend the Superintendent's contract for a term of five (5) years commencing July 1, 2011 and ending on June 30, 2016.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and Superintendent.

4. TENURE

It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure under the Teachers' Tenure Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended, or any other applicable statutes in the capacity of Superintendent or any other administrative capacity by virtue of this Agreement, and it is further understood and agreed by the parties that this Agreement shall not be deemed to constitute the employment of the Superintendent on continuing contract in the capacity of Superintendent or in any other administrative capacity. Further, it is expressly understood that this Agreement is not subject to the Teachers' Tenure Act, Act 4 of the Public Acts of 1937 (Extra Session), as amended.

5. HOLD HARMLESS

In light of the unique nature of the professional duties of the Superintendent, the district shall provide to the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against his as Superintendent and either hold

him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels of OCSA, OCSBA, MASA, MASB, MASCD and others which may be pertinent to this position, the expenses of said attendance to be paid by the district. National conferences will be discussed on an annual basis.

7. PROFESSIONAL DUES

The district shall pay the professional dues of the Superintendent for the organizations specifically listed in paragraph 6 above, as well AASA and ASCD.

8. CERTIFICATION/CREDENTIALS

The Superintendent represents that he holds all certificates and credentials required by law and by the Board to accept this administrative position.

9. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments. Compensation annually shall be as follows:

- 2011 - 2012: \$141,500
- 2012 – 2013: TBD
- 2013 – 2014: TBD
- 2014 – 2015: TBD
- 2015 – 2016: TBD

10. FRINGE BENEFITS

During the term of this Agreement, the Superintendent shall receive the fringe benefits set forth in the Fringe Benefit Supplement attached to this Agreement and made a part hereof. The fringe benefits set forth in the attached supplement shall be subject to annual review by the Board of Education except as otherwise provided in said supplement.

11. DISABILITY

In the event the Superintendent is unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and said disability exists for a period of more than six (6) consecutive months, or if said disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the Board may, at its option (subject to any applicable laws), terminate this Agreement. The Superintendent shall continue to receive his salary as provided herein after he has exhausted his accumulated sick leave days for the above six (6) month period or until the Superintendent is eligible for benefits under the district's long-term income protection insurance, whichever is shorter. During the period of disability prior to termination of this Agreement, the Board may appoint an acting Superintendent.

12. TERMINATION/SUSPENSION PROVISIONS

The Superintendent shall be subject to suspension and/or discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. Except for a temporary short-term suspension, not to exceed thirty (30) days, no suspension or 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.

13. BREACH

In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this Agreement null and void.

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision shall be deemed to be severed from the remainder of the Agreement and the Agreement shall otherwise remain in full force and effect.

THIS AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

Witnesses:

OXFORD COMMUNITY SCHOOLS

\_\_\_\_\_

By: \_\_\_\_\_  
Carol Mitchell, Secretary

\_\_\_\_\_

By: \_\_\_\_\_  
William C. Skilling, Superintendent

## **SUPERINTENDENT OF SCHOOLS**

### **FRINGE BENEFIT SUPPLEMENT**

This fringe benefit supplement is attached to and is a part of a certain employment agreement between the Board of Education of the Oxford Community Schools and William C. Skilling, dated June 20, 2011, and sets forth the fringe benefits provided to William C. Skilling as Superintendent during the term of said Agreement. It is understood and agreed between the parties that the following fringe benefits are provided on an annual basis. This fringe benefit supplement is subject to all of the provisions of the said employment agreement.

- a. Five year contract extension to June 30, 2016.
- b. Annual salary: 2011-12 - \$141,500
- c. Full family medical hospitalization insurance policy currently provided by Blue Cross/Blue Shield Flexible Blue Plan 2, with a Health Reimbursement Account through 12-31-07, and effective January 1, 2008, the plan will change to a BC/BS HDHC Flexible Blue Plan 2 – Health Savings Account. (Note: If the OEA negotiates a contract where they are contributing to their healthcare benefits, the Superintendent's contract will make the same contribution towards his healthcare.)
- d. Option Plan – If the Superintendent does not elect to have health insurance coverage, an amount equal to the per diem rate for the BA/BS Base Step specified in the current contract between the district and the Oxford Education Association shall be paid to him each month, and may, at his option, be applied to a 403b account.
- e. Group dental insurance based upon 100% coverage with orthodontic rider on an 80-20 co-pay basis.
- f. Vision Insurance – The Board will provide group vision insurance coverage equivalent to that provided by MESSA VSP III.
- g. Term life insurance in the amount of \$250,000 for the term of the contract.
- h. Group disability insurance beginning after the 60<sup>th</sup> day of illness or disability at 66-2/3% of base salary to a maximum of eight thousand dollars (\$8,000) per month to age 65, subject to the terms of the policy.
- i. Twelve (12) sick leave days annually, cumulative to a maximum of Two Hundred Ten (210) days.
- j. Thirty (30) vacation days per year, cumulative to a maximum of fifty (50) days. However, at the end of each fiscal year, if the superintendent has not used all of his vacation days, he may convert up to 10 days as paid days in-lieu of accumulating them. The days will be paid on a prorated per day basis.
- k. Bereavement days, as needed, not to be deducted from sick leave.

- l. Two (2) personal leave days annually, not to be deducted from sick leave.
- m. A monthly automobile allowance of Five Hundred dollars (\$500). A monthly Two Hundred dollars (\$200) for mileage in-lieu of the IRS millage reimbursement.
- n. A district cell phone and laptop computer will be provided for work and personal use.
- o. Reimbursement will be provided for all appropriate school related expenses documented with receipts.
- p. Termination pay in an amount not to exceed sixty percent (60%) of accumulated sick leave days. Any payment made under this provision shall not exceed the BA/BS Base of the OEA salary schedule.
- q. Twelve (12) paid holidays, in addition to the thirty (30) vacation days authorized in paragraph 11(i), as follows:

July 4 <sup>th</sup>	Christmas Day
Labor Day	Day Preceding New Year's Day
Thanksgiving	New Year's Day
Day Succeeding Thanksgiving	Good Friday
Days Preceding and	Easter Monday
Succeeding Christmas Day	Memorial Day

- r. The Board shall provide a 403B contribution plan in the amount of 10% annually salary for the term of this contract, provided in twelve equal installments.
- s. Upon request of the Superintendent, the Board shall withhold from his salary and transfer such sums, as he shall designate to a tax-deferred annuity or compensation program of his choosing.