

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
Agreement

IT IS HEREBY AGREED by and between the Board of Education of the Jackson County Intermediate School District, 6700 Browns Lake Road, Jackson, Michigan (hereinafter referred to as the Board) and Kevin Oxley (hereinafter referred to as the Superintendent) that the Board, in accordance with formal action taken by it at a meeting held on the 28th day of June, 2016, has employed, and does hereby employ, Kevin Oxley as Superintendent of Schools for a period of three (3) years, commencing July 1, 2016 and ending June 30, 2019.

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS OF EMPLOYMENT SHALL BE, AND ARE, AS FOLLOWS:

1. Kevin Oxley shall perform the duties of Superintendent of Schools in and for the Jackson County Intermediate School District as prescribed by the laws of the State of Michigan, and any and all other applicable laws, and by the rules and regulations formulated and made there under.
2. The Superintendent shall devote his full professional time, skill, labor, and attention to the employment granted to him hereunder, and to that end shall serve as the primary administrator of the district, as well as chief advisor to the Board relative to matters of educational policies and practices and will use his best efforts to carry into execution such educational and business policies and practices as the Board shall regularly adopt.
3. As a condition of his employment, the Superintendent has represented himself to be duly and legally certified to act as Superintendent of Schools in the Jackson County Intermediate School District, and he does further hereby covenant and agree to take all steps necessary to retain, during the term of this contract, such certification as may be required by law; it being understood and agreed that should he at any time during the life of this contract become legally disqualified to act in such capacity, then and in that event this contract shall immediately, and at any and all times thereafter, be voidable at the option of the Board.
4. The Board shall devote all, or a portion, of one or more meetings during each school year to a review and discussion of the professional performance of the Superintendent, including the working relationships between the Board and the Superintendent. The evaluation process and format will comply with Board policy and Michigan law.
5. For and in consideration of the faithful performance of said duties:
 - a. During the 2016-17 school year, the Board will pay the Superintendent an annual salary of One Hundred Thirty Three Thousand Three Hundred Eighty-Seven Dollars (\$133,387.00). During the 2017-18 school year the Superintendent will be paid an annual salary determined by the Board, not to be below the figure for 2016-17; and for 2018-19 an annual salary determined by the Board, not to be below the figure for 2017-18. Additionally, experience steps will be granted to the Superintendent as follows:

After ten (10) years of service, contingent on favorable evaluation – 3% added to base

The Superintendent's salary shall be paid by the Board in regular and equal installments consistent with the policy of the Board governing payment of other professional staff members

in the district.

- b. Over and above the aforementioned base salary, the Superintendent shall receive from the Board, the further sum of Thirteen Thousand Dollars (\$13,000.00) for the 2016-17 school year; for 2017-18, the same amount as 2016-17; and for 2018-19 the same amount as 2017-18, for the purchase or acquisition of an annuity policy or contract, retirement service credit or another retirement savings investment, for the benefit of the Superintendent; provided, however, that in any contract year in which the Superintendent shall elect not to purchase or acquire such retirement savings investment, or shall elect to expend less than the designated amount on a retirement savings investment, that portion of the designated amount not expended in connection with a retirement savings investment shall be paid to the Superintendent as additional salary.
 - c. In accordance with MCL 380.1249, during the term of this agreement, the Board may award the Superintendent additional compensation of \$500 for meeting the "highly effective" standard for meeting performance goals established in the Superintendent's annual evaluation process.
6. The Superintendent shall be provided Three Hundred Fifty Thousand Dollars (\$350,000.00) worth of individual term life insurance coverage with accidental death and dismemberment benefits. Additionally, One Hundred Fifty Thousand Dollars (\$150,000.00) worth of group term insurance shall be provided for the Superintendent by the Board. Total life insurance provided the Superintendent is Five Hundred Thousand Dollars (\$500,000.00).
7. The Board shall provide the Superintendent with a monthly car allowance in the amount of Five Hundred Dollars (\$500.00) throughout the term of his contract.
8. The Superintendent shall be entitled to the following paid leave and holidays annually:
 - a. Twenty (20) paid vacation days which are to be taken during the contract year during which they are earned, and to which they apply. Vacation days shall not be accumulative, except up to ten (10) paid vacation days may be carried over to the next contract year. The Superintendent may choose to trade unused vacation days accrued during 2016-17 for compensation, subject to the limits established for administrative employees.
 - b. Six (6) paid personal days. Unused paid personal days will accumulate as unused sick days.
 - c. Fourteen (14) days of sick leave in addition to the unused days previously accumulated. Earned sick leave shall be accumulative to a maximum of one hundred eighty (180) days.
 - d. The following paid holidays: Good Friday (provided instructional staff is not working), Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, and Christmas Eve through New Year's Day. Holidays falling during a weekend shall be scheduled on Monday or Friday, provided instructional staff is not working.
9. The Superintendent shall be provided a payment of \$5,000 each June to help support the costs determined appropriate and paid for by the Superintendent for charitable giving/expenses and course work. No receipts are required to receive this payment.
10. The costs of memberships to professional organizations that assist the Superintendent in reaching his objectives and in carrying out his duties shall be fully reimbursed, subject to the approval of the Board. The Superintendent shall attend appropriate professional meetings at the local, state, and national level, at the expense of the Board; provided, however, that such attendance shall never be

permitted to conflict with, or take precedence over, business or requirements of the district of an immediate and urgent nature; and provided further that all meetings requiring the extended absence of the Superintendent from the district shall be subject to prior approval of the Board.

11. In no event shall the said Kevin Oxley be deemed to be granted, or to have been granted, or to have achieved, continuing tenure in the capacity of Superintendent or as an administrator in any other capacity, under or by virtue of this contract, or otherwise; it being the express understanding and agreement of the parties hereto that the Board does not intend to grant, and does not hereby grant to such employee tenure as Superintendent of Schools, or as an administrator in any other capacity.

12. In addition to all salary, compensation, remuneration and benefits hereinbefore expressly mentioned or enumerated, the Superintendent shall be provided the following fringe benefits:

a. Medical insurance for the Superintendent and his dependents covering major medical, hospitalization and prescription drugs as described in the Summary Plan Description for administrative staff. In 2016-17, 2017-18, and 2018-19 the Superintendent will contribute toward medical insurance in the same manner as is required of other administrative staff. Contributions toward the medical insurance premium shall be paid through payroll deduction in twenty-four (24) equal payments (twice per month) over a twelve-month period. The Board reserves the right to amend any of these programs at its discretion.

b. Vision insurance for the Superintendent and his dependents as described in the Summary Plan Description for administrative staff. The Board reserves the right to amend any of these programs at its discretion.

c. Dental insurance for the Superintendent and his dependents as described in the Summary Plan Description for administrative staff. The Board reserves the right to amend any of these programs at its discretion.

d. Long-term disability insurance shall be purchased for the Superintendent. The terms of the policy shall include a 90-calendar day wait period for eligibility for benefits and a monthly benefit of two-thirds of the monthly contractual salary.

The total combined amount of benefits payable, including disability or retirement provisions of governmental and employer-sponsored plans, shall not exceed two-thirds of the monthly contractual salary. The medical and LTD insurance policies will continue to be covered by the Board until the expiration of the contract year in which the Superintendent qualifies for LTD coverage or as required by the Family and Medical Leave Act, whichever time is longer. If the Superintendent becomes eligible for long-term disability benefits, salary payments shall continue until the time of eligibility for such benefits.

e. Section 125 Flexible Spending Plan and Section 403(b) and 457(b) Plans shall be made available to the Superintendent under the umbrella of a Section 125 Cafeteria Plan. The Board shall not make contributions on behalf of the Superintendent to these plans unless otherwise specifically provided by the terms of this agreement.

f. The Board shall reimburse the Superintendent up to Two Hundred and Fifty dollars (\$250.00) for one physical examination every other year.

g. The Board shall provide a One Thousand Dollar (\$1,000.00) benefit for the designated beneficiary of the Superintendent upon his death.

13. The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of this district, provided the incident arose while the Superintendent was acting within the scope of his employment.
14. As a condition of this agreement, the Superintendent is prohibited from engaging in any act of moral turpitude. The Board may void the contract if it is determined by due process that the moral turpitude provision has been violated.
15. This contract, being for and relating to personal professional services, may not be assigned or transferred by the Superintendent or by the Board.
16. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
17. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

SUPERINTENDENT:

BOARD OF EDUCATION
JACKSON COUNTY INTERMEDIATE
SCHOOL DISTRICT:

Kevin Oxley

Date: _____

David Salsbury, President

Date: _____