

**EMPLOYMENT CONTRACT
BETWEEN
DAVE COX
AND THE
WEXFORD-MISSAUKEE BOARD OF EDUCATION**

THIS CONTRACT is made and entered into as of the 20th day of May, 2019, between the Board of Education of the Wexford-Missaukee Intermediate School District, hereinafter referred to as the "Board of Education", and Dave Cox, as Superintendent, hereinafter referred to as Administrator.

WHEREAS, the Board of Education at a meeting held on the 20th day of May, 2019, approved the employment of the Administrator as in accordance with the terms and conditions of this contract; and

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. TERM: This contract will be a three-year (3) contract renewable annually on July 1 and shall take effect on the First day of July, 2019, and continue in force thereafter through the 30th day of June, 2022.
2. DUTIES: The Administrator agrees to perform assigned duties in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education. The work year is 52 weeks. The work schedule will follow the school calendar during the school year with Administrator receiving the same holidays and recesses as the professional staff.
3. EVALUATION: Consistent with the Policies set forth by the Board of Education and Administrative Regulations.
4. TENURE EXCLUSION: This contract does not confer tenure upon the Administrator in the position of Superintendent or any other position in the district.
5. COMPENSATION: The salary will be \$101,338.13 for fiscal year ending June 30, 2020. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract in future years, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. Should the agreement between Manistee ISD and Wexford-Missaukee ISD end prior to June 30, 2022, the Administrator's salary will revert to \$142,561.50.

6. ANNUITY: The Board President may annually approve payment of up to \$3,500 for 2019-20 and thereafter in an annuity of the Administrator's choosing, to be paid during the fiscal year, if the following conditions are met:
- A. The Administrator must apply for the annuity before the end of the fiscal year. The application will be based upon the efforts the Administrator has made in the previous fiscal year. For example, payments in 2019-20 will be based upon activities approved during the 2019-20 fiscal year.
 - B. The Administrator must have participated in leadership activities related to his/her position, but that extend beyond the scope of the actual requirements of the job. Examples of such leadership activities include, but are not limited to:
 - 1. Serving as an officer in a state or national organization related to education.
 - 2. Garnering revenue for the ISD through Federal and/or State grants.
 - 3. Establishing innovative programs for students, staff, and/or local school district administrators/staff.
 - 4. Presenting at State or National Conference(s).
 - 5. Writing an article that is published in a national educational journal.
7. BENEFITS: During the term of this contract, the Administrator shall receive benefits as follows in accordance with Board of Education policy (including 9 days per year, accumulative to 120 days of sick leave, 2 personal days, disability leave, health insurance, and retirement benefits) subject to the following limitations: 1) this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract, and 2) such benefits are subject to change at any time on the same basis as changed for other salaried full-time staff.

Life Insurance: The Board shall furnish a term life insurance policy with benefits equal to one year's salary of the Administrator's contract.

Service Purchase for Employee Retirement: For each year she/he has been an administrator in the ISD, the district will provide cash in lieu of up to two tenths (2/10th) of a year's retirement per WMISD guidelines/calculations.

Health Plan Benefits: Administrator shall be offered the same choices for Health Care (Medical, Vision and Dental) that is afforded the Professional Staff.

Vacation: The Administrator is entitled to seventeen (17) days of paid vacation each year during the course of this contract. Unused vacation days may be allowed to accumulate up to a limit of 60 days. The Board shall reimburse the Administrator at his/her per diem rate for all vacation days accrued but not used upon his/her retirement or termination of employment.

Sick Leave: Nine (9) sick days will be awarded Administrator on the date of hire, and thereafter, 9 sick days will be added annually upon the first day of each new contract year. Sick leave may be accumulated to a maximum of 120 days. To qualify for sick leave the Administrator may be required to present a doctor's signed statement or a signed self-statement.

Compensation for Unused Sick Leave: Upon retirement into the Michigan School Employee Retirement System the Administrator shall be compensated for unused sick days at the prevailing daily rate of pay for a substitute teacher.

Personal Business Days: Two (2) days per school year to be used for personal business will be awarded to the Administrator upon the first day of each new contract year. These personal business days will not accumulate from one contract year to another. Unused personal business days as of June 30 each year will be added to accumulated sick time on July 1 for the next school year.

Funeral Leave Days: Up to two (2) paid funeral leave days, not deducted from any other leave time, will be granted in case of death in the immediate family. Immediate family shall be defined as spouse, children, stepchildren, parents, siblings, in-laws, grandchildren, grandparents, or dependents living in the same household of said Employee. An additional two (2) paid days may be allowed for travel time, upon prior approval by the Board President. Administrator may use medical leave days to attend the funeral of a close friend or relative with the approval of the Board President.

Snow Days: The Administrator is expected to work unless excused by the Superintendent because of the severity of the storm.

8. Termination: Throughout the term of this contract the Administrator shall be subject to discharge for good and just causes provided, however, that the Board shall not arbitrarily or capriciously call for dismissal, and the Administrator shall be entitled to receive written charges, notices of hearing, and a fair hearing before the Board of Education before being discharged. Said hearing shall be public or private at the option of the administrator, and she/he shall be entitled to have legal counsel at his/her own expense.
9. Longevity: Longevity will be paid out at 1% of salary after years 1-3 of service as Superintendent and then at 2% of salary after years 4-6, and then 3% of salary after year 7 and beyond.
10. SPECIAL PROVISIONS: In order to promote professional growth and development, the Administrator will be eligible for tuition reimbursement for up to three (3) graduate credits per contract year. The credits must be for classes approved in advance by the Board President.

Upon written notification of retirement from the school district by the first Monday in March of the calendar year of retirement, the Administrator will be eligible for a \$1,000 retirement notification payment. It is understood that the Administrator must work through June 30 of the retirement year to be eligible for the retirement notification payment.

The Board shall reimburse the Administrator \$250 per month for use of personal vehicle in conducting business outside of the district in accordance with the position, or the Board shall provide an automobile for such travel.

The Board shall reimburse the Administrator \$50 per month when using their personally-owned cell phone in conducting business outside of the district in accordance with the position.

The Board shall reimburse the Administrator at his/her per diem rate for all vacation days accrued but not used upon his/her retirement or termination of employment.

This document must be signed and returned to the Board President of Wexford-Missaukee Intermediate School District within 10 days of issuance or all provisions of the contract are null and void.

IN WITNESS WHEREOF, the parties have duly executed this Administrator's Employment Contract as of the day and year wrote in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR



President

9-16-19

Date

 9-5-19

Dave Cox