

**EMPLOYMENT CONTRACT
BETWEEN
DAVID COX
AND THE
WEXFORD MISSAUKEE ISD BOARD OF EDUCATION**

THIS CONTRACT is made and entered into as of the 1st day of July 2024, between the Board of Education of the Wexford-Missaukee Intermediate School District, hereinafter referred to as the "Board of Education", and David Cox, as Superintendent, hereinafter referred to as Administrator.

WHEREAS, the Board of Education at a meeting held on May 20th, 2024 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 2024, and continue in force thereafter through the 30th day of June, 2027.
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 regulation 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 he same holidays and recesses as the professional staff.
3. Superintendent Evaluation and Contract Extension Consideration: annually, but no later than the last day of June each year during the term of this contract, the Board of Education shall review with the Superintendent, his performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b and Revised School Code, Act 451 of 1976, as amended. Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take action on that consideration at the same board meeting where the evaluation is formally approved. This contract will automatically renew on July 1 of each year if no performance evaluation is performed by the last day of June each year. The Superintendent may appeal the evaluation process and rating received to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within

15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a *hearing shall be scheduled, in closed or open session* at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information, and evidence. The hearing shall be scheduled for a *date mutually acceptable to the Board and Superintendent within 45 days* after the appeal is submitted unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. If the hearing does not resolve the matter, the Superintendent may request binding arbitration by filing a *demand for arbitration with the American Arbitration Association within 30 calendar days* after the hearing, or *within 45 days after the appeal if no hearing is held. The arbitration* is subject to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., as amended. The arbitrator shall be selected through the procedures of the American Arbitration Association, Employment Arbitration Rules. The arbitrator shall have the authority to issue any appropriate remedy, and the decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

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 \$139,413.93 for the fiscal year ending June 30, 2025. The salary shall be paid in 26 equal installments. Additionally, the employee shall receive as a minimum, the same yearly raise, percentage increase, and any other financial stipend as the WMISD Professional Federation receives. The Board of Education retains the right to adjust the salary during the continuation of this contract in the 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 the Wexford-Missaukee ISD end prior to June 30, 2025 the Administrator's salary will revert to \$190,059.14. Additionally, as a minimum, the Administrator shall receive the same yearly raise % increase or any other financial stipend or merit pay as the WMISD Professional Federation.
 - A. Annuity: The Superintendent will receive an annual annuity of 6% of salary in an annuity of the Administrator's choosing, to be paid out monthly during the fiscal year.

- B. 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 the 3% of salary after year 7 and beyond.
 - C. Merit Pay: The district will provide the Administrator with an annual Merit Pay contribution of 5.5% of Salary upon receipt of an effective evaluation. The Administrator shall receive an annual compensation bonus based upon his performance, of 5.5% if he is rated Effective or Developing on his annual evaluation. The Administrator shall not receive any bonus if he is rated Needing Support on his annual evaluation.
6. 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.
- A. Life Insurance: The Board shall furnish a term life insurance policy with benefits equal to one year's salary of the Administrator's contract.
 - B. Health Insurance Benefits: Administrator shall be offered the same choices of insurance plans for Medical, Vision, and Dental that is afforded the Professional Staff.
 - C. 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 for vacation days accrued but not used upon his/her retirement or termination of employment at the prevailing daily rate of pay for a substitute teacher.
 - D. Sick Leave: Nine (9) sick days will be awarded to the 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.
 - E. 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.

- F. 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 year.
 - G. Bereavement Leave Days: Up to two (2) paid bereavement 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 bereavement services of a close friend or relative with the approval of the Board President.
 - H. Snow Days: The Administrator is expected to work depending on the severity of the storm and using his own discretion.
7. Termination: Board shall be entitled to terminate Employee's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, conviction or commission of a felony or misdemeanor, if Employee materially breaches the terms and conditions of the Agreement, or other reasons that are not arbitrary or capricious as determined by Board. If Board acts to dismiss Employee during this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before Board. Employee may be represented by legal counsel, at his/her expense, at the Board hearing. If Board acts to discharge Employee, this Contract shall automatically terminate and Board shall have no further obligation.
8. Misc. Provision: 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.

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 written in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR

President

David Cox

Date

Date