

**EMPLOYMENT CONTRACT
BETWEEN
DAVE COX
AND THE
MANISTEE ISD BOARD OF EDUCATION**

THIS CONTRACT is made and entered into as of the 1st day of July, 2019, between the Board of Education of the Manistee 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 21st 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 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 the 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:** Beginning July 1, 2019 through the 30th day of June, 2022 the annual salary will be \$42,228 paid in 26 equal installments. The Board of Education retains the right to adjust but not lower the salary during the continuation of this contract in future years. For the 2019-20 school year, the Superintendent shall be paid a one-time merit payment of \$1,000.

A. **ANNUITY:** The Superintendent may annually approve payment of up to \$1,500 for 2019-20 and thereafter in an annuity of the Administrator's choosing, to be paid during the fiscal year.

6. **BENEFITS:** During the term of this contract, the Administrator shall receive benefits as follows in accordance with Board of Education policy (including 3 days per year, accumulative to 120 days of sick leave, 1 personal day, 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 \$50,000 term life insurance policy during the term of this contract.

Long Term Disability and Long Term Care Insurance: The Board shall furnish long term disability and long term care insurance.

Vacation: The Administrator is entitled to seven (7) 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: Three (3) sick days will be awarded on the Administrator's date of hire, and thereafter, 3 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 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 Superintendent shall be compensated for unused sick days at the prevailing daily rate of pay for a substitute teacher.

Personal Business Days: One (1) day 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 will be reimbursed at the rate of \$80 per day and included with pay in July of each year.

Funeral Leave Days: Up to one (1) 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 one (1) 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.

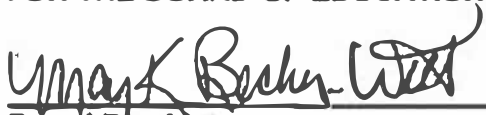
7. **Termination:** Throughout the term of this contract the Administrator shall be subject to discharge for good and just causes provided, however, that the Board shall not arbitrarily or capriciously call for dismissal, and the Administrator shall be entitled to receive written charges, notices of 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.
8. **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.
9. **SPECIAL PROVISIONS:** 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 provide a cell phone stipend in the amount of \$50 per month for the use of his/her personal cell phone for business use.

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

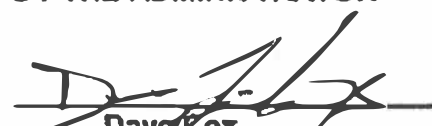
IN WITNESS WHEREOF, the parties have duly executed this Administrator's Employment Contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION



Board President

BY THE ADMINISTRATOR



Dave Cox

May 21, 2019
Date