

Superintendent Employment Contract

Between
Adam Cocco
and the
Board of Education
of the Carney-Nadeau Public School District

THIS CONTRACT is entered into on the 1st day of March, 2018, between the Board of Education of the Carney-Nadeau School District, referred to as the "Board of Education", and Adam Cocco as Superintendent referred to as "Administrator", in this contract.

Because the Board of Education at a meeting held on February 17th, 2016, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of the contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM:** This contract shall take effect on the 1st day of July 2018 and continue in force through the 30th day of June 2020, subject to extension and termination as provided in Paragraphs 4 and 9.
2. **DUTIES:** The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **EVALUATION:** Annually, no later than the last day of March of each year during the term of this contract, The Board of Education shall review with the Administrator his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
4. **EXTENSION:** This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. **Board Option:** The Board of Education, no later than the 30th day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. Operation of Law: Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of the obligation during the month of March.

5. **TENURE EXCLUSION:** This contract does not confer tenure upon the Administrator in the position of Superintendent/Principal or any other administrative position in the district.

6. **COMPENSATION:** **The Board of Education shall pay the Administrator an annual salary of \$82,500.00 dollars for the school year 2018-2019. Additionally, Mr. Cocco is to receive 20% of any school grants he is able to secure. The annual amount he is able to receive should be capped at \$20,000.00.** This 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, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

7. **INSURANCE BENEFITS:** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set for in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional staff.

Should the administrator so choose, he/she may elect not to receive health insurance through the school in favor of an opt-out incentive. All terms/conditions inherent to his/her doing so shall be identical to those specified for CNPS teachers in the most current Master Contract.

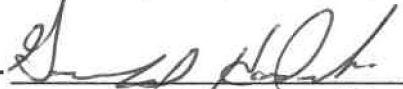
8. **OTHER BENEFITS:** The Administrator is entitled to the following specific benefits:

- A. All benefits contained in the Carney-Nadeau Education Association contract.
- B. Sick leave to accumulate to one-hundred and twenty (120) days @ 12 sick days per year.
- C. 3 Personal Days per year.
- D. Twenty-Three (23) vacation days in 2018-2019.
- E. The Superintendent will not be required to work on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.


9. **TERMINATION:** If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation.
10. **SEVERABILITY:** 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.
11. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

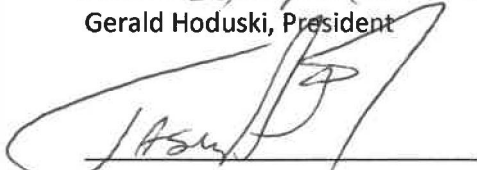
We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION


Gerald Hoduski, President

BY THE ADMINISTRATOR


Adam Cocco


Jason DuPont, Secretary