

**BOARD OF EDUCATION
of the
ADAMS TOWNSHIP SCHOOL DISTRICT**

SUPERINTENDENT CONTRACT

This agreement is made by and between the **BOARD OF EDUCATION OF THE ADAMS TOWNSHIP SCHOOL DISTRICT** (hereinafter referred to as “the Board” and Timothy Keteri, a legally qualified administrator (hereinafter referred to as “the superintendent”) on this 1st day of July 2019.

The Board hereby agrees to employ the Superintendent for a period three years, commencing on July 1, 2019 and ending on June 30, 2022.

The Superintendent agrees to accept this position for such terms of employment under the following conditions.

REPRESENTATION AND DUTIES: the Superintendent agrees, during this period of this contract, to faithfully perform his/her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he/she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the School District. The Superintendent agrees, during each year of the three years of this/her contract, enrolls and completes at least one administrative class paid for by the district.

The Superintendent agrees to perform the duties of this/her position of three years in each one (1) period of his contract. Said performance period shall be determined by the Board.

SALARY: During the first year of employment under this contract, the annual salary for the Superintendent shall be **106,901**. During the second and third year of employment under this contract annual salary shall not be less than the previous year(s) unless negotiated or another contract is established. The annual salary shall be payable in twenty-six (26) equal installments.

CONTRACT RENEWAL: Unless effective notice of non-renewal of the contract is received by the Superintendent 60 days prior to any anniversary date of this contract, the terms and conditions of this contract shall be renewed for a three year period. A new three year contract shall be prepared and executed between the parties, whose terms and conditions shall be identical to the provisions of the within contract except with respect to dates describing the contract period as extended and the amount of the Superintendent salary for the next school year following the date of the contract extension, which shall be determined under this contract.

The Superintendent may terminate this contract by delivering to the Secretary of the Board a written notice of his/her election to terminate at least sixty (60) days prior to any anniversary date of this contract.

TENURE: The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

PROFESSIONAL LIABILITY: The Board agrees 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/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose with the Superintendent was acting within the scope of his/her employment and excluding criminal litigation.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as Superintendent and will reimburse him/her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

BENEFITS: The Board agrees to provide the Superintendent, at a minimum, such compensable and non-compensable leave of absences and insurance benefits as shall be the substantial equivalent of those granted by the Board to other certificated personnel. Additionally the Board agrees to provide (a) the necessary membership fees in the Superintendent's local, regional, state, and national professional organizations, and (b) provide Long-term Disability and Term Life Insurance coverage. The Board also agrees to provide compensation for other benefits, not specifically stated in this contract, as determined by the Board. The Board will also provide 20 vacation days per year and holidays as given to other personnel.

TERMINATION PROVISIONS: The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days' written notice. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal council at his/her own expense.

BREACH: In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

TERMS: Any additional terms, whether appearing on the reverse side of this agreement or attached hereto, shall constitute a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have set hereunto their hands and seals this 1st day of July, 2019.

BOARD OF EDUCATION OF ADAMS
TOWNSHIP SCHOOL DISTRICT

By:

Superintendent
(Timothy Keteri)

ITS PRESIDENT
(Darren Niemi)