

**ROCHESTER COMMUNITY SCHOOLS
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

Dr. Robert Shaner (the Superintendent) wishes to serve as the Superintendent of Schools of the Rochester Community Schools (the District) according to the terms of this Agreement. The District's Board of Education and the District wish to employ the Superintendent according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. **Term:** The District will employ the Superintendent from January 1, 2019 until June 30, 2022.

2. **Automatic Extension:** Commencing July 1, 2019, and on each July 1 of each and every year thereafter, this Contract shall be automatically extended for a period of one (1) year unless, ninety (90) days or more prior to the July 1 extension, the Board or Superintendent serves written notice upon the other of the desire not to extend the Contract, in which event the Contract shall continue until its then existing expiration date, when it shall expire without any further act by either party. Each such extension is intended to and shall constitute a new three (3) year Contract between the parties.

3. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement.

4. **Qualifications:** The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications necessary to serve as the District's Superintendent of Schools. The Superintendent warrants that he has the qualifications and certifications as represented by him in his résumé and/or materials presented to the School District in the application for employment process.

5. **Duties:** The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board, and as otherwise expected and/or directed by the Board.

6. **Compensation:**

A. **Base Salary:**

January 1, 2019 to June 30, 2019

The Superintendent's yearly base salary for the period January 1, 2019 until June 30, 2019 will be \$201,596.00.

July 1, 2019 to June 30, 2020:

The Superintendent's yearly base salary for the period July 1, 2019 until June 30, 2020 will be \$205,628.00.

July 1, 2020 to June 30, 2021:

The Superintendent's yearly base salary for the period July 1, 2019 until June 30, 2020 will be \$209,741.00.

July 1, 2021 to June 30, 2022:

The parties shall review compensation in May of 2021. The annual compensation for the Superintendent shall be determined by the Board of Education after consultation with the Superintendent. In no event shall the Superintendent's salary be less than the amount of the Superintendent's base salary received during the preceding twelve-month period.

- B. Tax Sheltered Annuity:** For each year of satisfactory service by the Superintendent, the District will deposit \$10,000.00 into a non-elective 403(b) Plan designated by the Board, and will pay any related costs and fees. This deposit will be made within one month of the evaluation conducted pursuant to paragraph 10, provided the evaluation is deemed satisfactory by the Board.
- C. Increases in Compensation:** The Superintendent's job performance and job accomplishments, as reflected in the evaluation required by paragraph 10, will be a significant factor in determining the Superintendent's compensation and additional compensation.
- D. Merit Pay.** At the beginning of each calendar year, the Board will establish time bound and measurable performance objectives for the Superintendent that are relevant to the District's financial or educational objectives. At the end of the calendar year, the Board will determine the extent to which the Superintendent has accomplished the established performance objectives. Given the Superintendent's performance and the financial health of the District, the Board may opt to award the Superintendent merit pay in an amount between 0% and 12% of the Superintendent's base salary.

7. **Fringe Benefits:** The District will provide the Superintendent with the following fringe benefits:

- A. Insurance:** The District will provide the Superintendent with the insurance benefits set forth in the Executive Administrators Personnel Manual, as it currently exists and may be amended from time to time.
- B. Vacation Days:** The District will provide the Superintendent with up to 25 vacation days per school year (or the pro-rata equivalent for partial school years), subject to prior notice and consultation with the President of

the District's Board of Education. The Superintendent may not carry over unused vacation days from year to year. The Superintendent will not be compensated for unused vacation days. Additionally, the District will provide the Superintendent with the paid holidays set forth in the Executive Administrators Personnel manual, as it currently exists and may be amended from time to time.

- C. **Sick and Personal Business Days.** The District will provide the Superintendent with up to 12 sick days per school year. The District will also provide the Superintendent with up to 5 personal business days per school year, which will be deducted from his sick days. The Superintendent may not carry over unused sick or personal business days from year to year. The Superintendent will not be compensated for any unused sick or personal business days.
- D. **Mileage.** The District will reimburse the Superintendent for automobile mileage in excess of 100 miles per round trip incurred on District-related business at the current IRS rate, upon the Superintendent's submission of a reasonably itemized report no later than once a month.

8. **Professional Development:** The District will support the Superintendent's professional development by reimbursing him for membership charges for professional, and civic, health or welfare organizations proposed annually by the Superintendent and approved annually by the Board. Additionally, the District may, upon request approved by the Board of Education, pay the Superintendent's reasonable, actual expenses for attending appropriate professional activities and conferences. The Superintendent is encouraged to attend two nationally recognized conferences between July 1, 2019 and June 30, 2022, which the Board will approve and that will benefit the District furthering the Superintendent's professional growth and leadership abilities.

9. **Expenses:** The District will reimburse the Superintendent for reasonable, actual and necessary expenses incurred on District business. The Superintendent will submit itemized expense statements, on a monthly basis, to the District's Board of Education for review and approval.

10. **Other Work and Interests:** The Superintendent may not accept other employment or work, or acquire interests that may be adverse to or otherwise interfere with his ability to execute his duties under this Agreement, except with prior notice to and approval by the District's Board of Education.

11. **Evaluation:** The District's Board of Education will evaluate the Superintendent's performance annually, on or before March 1 of each year of this Agreement. The evaluation, and any resulting increase in compensation, will be made according to the policies and regulations of the District's Board of Education and the law, including Sections 1249 and 1250 of the Revised School Code. The District's Board of Education and the Superintendent will work cooperatively and in good faith to develop a mutually agreeable evaluation instrument;

provided, however, in the absence of such agreement, the evaluation instrument will be selected by the District's Board of Education.

12. **Indemnification/Hold Harmless:** The District agrees that it shall defend and indemnify the Superintendent, and hold him harmless, from any and all administrative complaints and civil actions brought against the Superintendent, for acts or omissions within the scope of his employment; provided such is within the District's legal authority. The Superintendent shall immediately notify the District's Board of Education of any request for defense or indemnification. The District's Board of Education and the District have the right to conduct the defense of any such administrative complaint or civil action and the Superintendent shall fully cooperate with the District's Board of Education and the District in the defense. The District may purchase liability insurance to cover all or part of its duty under this paragraph. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates his employment with the District.

13. **Termination:** The District's Board of Education may terminate this Agreement during its term without further liability to the Superintendent for compensation, fringe benefits, or otherwise, for any reason(s) that are not arbitrary and capricious; including, but not limited to, nonfeasance, misfeasance, malfeasance, moral turpitude or financial impropriety.

14. **Arbitration:** The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any right to trial by jury otherwise available.

15. **Limitations of Action:** The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date on which the claim or cause of action upon which it is based accrued, or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any limitations period longer than 180 days, but agree to be bound by any shorter limitations period.

16. **Waiver of Breach:** The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. **Severability:** If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. **Entire Agreement:** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. The Agreement


may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties.

ROCHESTER COMMUNITY SCHOOLS



Dr. Robert Shaner, Superintendent

Dated: 12-10-18

BY: 

Sandy Fiaschetti, Ph.D., President
Board of Education

Dated: 10 Dec 2018

BY: 

Michelle Bueltel, Secretary
Board of Education

Dated: 12/10/18