

**Rochester Community Schools  
Interim Superintendent Employment Contract**

In accordance with the action found in the August 21, 2023 meeting minutes of the Board of Education ("Board") of the **Rochester Community Schools** ("District"), the Board employs **John Silveri** ("Superintendent") as its Interim Superintendent of Schools according to the terms and conditions of this Contract.

1. **Term.** The Superintendent's Contract term shall begin as soon as his School Administrator Permit is approved and all hiring tasks and processes are completed, and end on June 30, 2024. The Contract term may be terminated early pursuant to Paragraph 11.
2. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.
  - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and will faithfully perform those duties and diligently implement the Board's policies and education programs.
  - B. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
  - C. As the chief executive officer of the District, the Superintendent will administer the District's instructional, personnel, and business affairs, subject to the direction of the Board.
3. **Work Days.** The Superintendent will devote his full time, skill, labor, and attention to the position of Superintendent. The Superintendent will be present in the District or at events on behalf of the District during all business days during the term of this Contract unless absent pursuant to Paragraph 7 of this Contract. The following holidays are not considered business days for purposes of this Contract: September 4 - Labor Day, November 23 & 24, December 25 - 27, January 1 & 2, March 29<sup>th</sup>, May 27. The Superintendent may be absent without pay during the Contract term by providing advance notice to the Board President. The Superintendent will endeavor to schedule all days off in a manner to minimize disruption to District operations."
4. **Compensation.** The Superintendent will receive compensation for the performance of duties under this Contract at a per-diem rate of \$1,100 per day for each day actually worked and for each Authorized Absence day. Such amount is subject to deductions required by law and will be remitted on the District's regular payroll. The Parties acknowledge that this per-diem rate is fair compensation for the duties assigned and that the Superintendent qualifies as a "highly compensated" employee under the Fair Labor Standards Act. The Superintendent will receive no other remuneration for services rendered under this Contract. Any adjustment in the Superintendent's remuneration made during this Contract will be in the form of a written amendment and shall become a part of this Contract.
5. **Expenses.** The Superintendent is eligible for reimbursement of expenses pursuant to applicable administrative regulations. The Board authorizes the Superintendent to travel

within the State of Michigan for school-related events, including to attend conferences and professional meetings related to his role as Superintendent. The Superintendent must seek prior Board approval before any out-of-state travel.

6. **Benefits.** The Superintendent is entitled to only those benefits expressly stated in this Employment Contract (or in a mutually agreeable written addendum signed by both parties). Through his signature on this Contract, the Superintendent represents that he voluntarily and in writing opts out of the health care benefits provided to District employees as he has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The Superintendent is not eligible for additional compensation in lieu of insurance or other benefits except as otherwise provided in this Contract.
7. **Authorized Absence.** The Superintendent may be absent with pay for up to seven business days during the Contract term for purposes of vacation, illness, or personal leave. The Superintendent will provide the Board President advance notice of any scheduled vacation or leave days. The Superintendent will not receive reimbursement or compensation for unused Authorized Absence days.
8. **Outside Employment.** The Superintendent has disclosed to the Board all outside employment or consultant relationships to which he is a party at the time of this Contract's execution. Pursuant to Board Policy 1220, the Board authorizes the Superintendent to continue those outside employment and consultant relationships during the term of this Contract so long as such relationships do not conflict with the Superintendent's ability to carry out the terms of this Contract.
9. **No Tenure in Position.** The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other capacity by virtue of this Contract or any employment assignment within the District.
10. **Nonrenewal.** To the extent that this Contract's nonrenewal is governed by Section 1229 of the Revised School Code, the Superintendent waives notice of nonrenewal of this Contract under that statute. If such notice may not be waived or is otherwise required to be given, the Superintendent, through his signature on this document, acknowledges timely and compliant notice that this Contract will be non-renewed effective June 30, 2024 and the Superintendent's employment with the District will terminate on that date unless terminated earlier pursuant to Paragraph 11. The Superintendent further acknowledges that there is no expectation or promise of future employment with the District.
11. **At-Will Status.** Either Party may terminate this Contract with or without cause by providing the other Party 30 days' written notice. Upon termination, the Parties' obligations to one another under this Contract will terminate. The Superintendent is not entitled to compensation under this Contract after its termination but will be compensated his per-diem rate for days worked before termination. No individual administrator, Board member, or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action of the Board. The Superintendent agrees that his employment is intended to be of limited duration while the Board is in the process of recruiting and selecting an individual to fill the office of Superintendent of Schools on a permanent basis.

12. **Evaluation.** To the extent required by law, the Board will evaluate the Superintendent pursuant to Board Policy 1240 no later than the end of the Contract term.
13. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain or acquire the requisite certification or qualifications for the position assigned and that this Contract may be immediately terminated if it is determined by the Board or Michigan Department of Education (or other proper authority) that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation may not be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.


14. **Professional Liability.** The Board will provide professional liability insurance and defend and indemnify the Superintendent pursuant to Board Policy and administrative regulations for actions or omissions falling within the Superintendent's scope of employment. The terms of insurance coverage will be consistent with the policy terms existing at the time this Contract is executed. In no event will the Board be required to indemnify or defend actions or omissions falling outside the Superintendent's scope of employment. If the Superintendent is found guilty of or pleads guilty or no contest to a crime, he will reimburse the District for all costs and expenses, including attorneys' fees, incurred by the District or Board for his defense.
15. **Limitations Period.** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no more than six months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six months but agrees to be bound by the six month limitation period set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
16. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
  - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
  - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
17. **Retirement.** The Superintendent acknowledges that he has contacted or had a reasonable opportunity to contact the Office of Retirement Services, has determined the impact of this Contract on any retirement or pension benefits to which he is eligible, and fully accepts the impact of this Contract on those benefits. The Superintendent holds the Board and District harmless from any and all loss or reduction in retirement benefits resulting from this Contract.
18. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

The parties agree to the above terms and conditions and affix their signatures to this Contract on the dates stated below.

Dated: August 21, 2023

**Superintendent**

  
John Silveri

Dated: August 21, 2023

**Board of Education of the Rochester  
Community Schools**

  
Michelle Bueltel, President

Dated: August 21, 2023

  
Jessica Gupta, Secretary