

**MANCHESTER COMMUNITY SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT is made and entered into at Manchester, Michigan, this 1st day of July, 2018, by and between the Manchester Community School District (hereinafter the "School District" and/or the "Board") and Nicholas Steinmez (hereinafter the "Superintendent").

**IT IS AGREED:**

1. Employment Contract and Extension: The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District in the capacity of Superintendent. This employment agreement is for the term commencing on July 1, 2018 and ending on June 30, 2021, and is subject to all covenants and conditions of this Contract.  
The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period. In the event that the Board takes action in any given year to non-renew the contract, there is no requirement for subsequent non-renewal actions during the remaining year(s) of the agreement; the contract will continue until its stated expiration date.  
The Superintendent shall, by February 1 of each year, remind the Board in writing of its obligations as outlined above. Failure to do so shall negate any stated obligation for the Board to take action within the established time line.
  - a. A start date prior to July 1, 2018 shall be paid out on a per diem rate based on the agreed upon base salary. (See Compensation 4a.)
2. Duties. The Superintendent agrees to serve the School District and perform the duties in his/her capacity as a Superintendent at the direction of and to the satisfaction of the Board of Education for the School District as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board and to carry out its programs and policies during the entire term of this contract. The Superintendent shall serve as Chief Executive Officer and Chief Administrative Officer of the Board. He/She shall be expected and entitled to:
  - a. Present his/her recommendations to the Board on any subject under consideration by the Board.
  - b. Prepare the agendas for each Board meeting in consultation with the President of the Board or his/her delegate, forward same to each member of the Board and attend each meeting of the Board.
  - c. Serve as an ex-officio member of each committee established by the Board, unless otherwise directed by the Board.

The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, and all employees, subject to approval by the Board. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

6. Tenure. It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his/her capacity as Superintendent or in any administrative capacity by virtue of this Contract of Employment. The Superintendent 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 provided the Superintendent has satisfied the statutory requirements for acquisition of tenure.
7. Credentials. The Superintendent shall possess or acquire and maintain, throughout the life of this Contract, the educational qualifications required by the State of Michigan for Superintendent. Additionally, Superintendent agrees, as a condition of his/her continued employment, to meet all continuing education, or certification, requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all credentials and continuing education, or certification, requirements for the position assigned as required herein, this contract may be terminated by the Board and the Board shall have no further obligation hereunder.
8. Conflict of Interest. The Superintendent will faithfully serve the School District and be regardful of its interests during the term of this Contract, and thereafter to the extent required by this Contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make a full disclosure of same to the Board.
9. Other Work. The Superintendent shall devote his/her time, attention and energy to the business of the School District. However, he/she may serve as a consultant to other educational agencies, lecture, engage in writing activities and other professional activities which do not conflict with the Superintendent's primary responsibilities. In the event that honoraria are paid for these activities, they shall be retained by the Superintendent and such days deducted from her personal business and/or vacation accounts. In such event that the Superintendent agrees to undertake such activities, the Superintendent shall inform the Board of the same in writing and in advance of such days.
10. Expenses. The Superintendent may attend and participate in appropriate professional activities and conferences at the state and local levels at his/her discretion within the allotted budget, and at national levels with prior Board approval. The Superintendent is entitled to be reimbursed for the actual cost incurred in attending and participating in professional activities and conferences on behalf of the School District.
11. Membership Dues. The School district shall pay the cost of the Superintendent's membership dues in AASA, MASA, MSBO and ASCD. The Board by specific action may approve payment of the Superintendent's membership dues in other professional organizations.
12. Automobile and Related Expenses. The Superintendent will be reimbursed at the current IRS mileage rate for all recorded business miles when he/she uses her personal automobile for District business (including professional activities) for travel beyond the boundaries of the district. In district mileage shall not be reimbursed.
13. Vacation. The Superintendent shall be entitled to 25 days of vacation each year during the term of this Agreement. Such vacation periods shall be with pay and shall be at such times as are mutually

19. Non-renewal. The Superintendent acknowledges that this Contract is intended solely for the term ending June 30, 2021 and that he/she does not have a reasonable expectation of a continuance of his/her employment as Superintendent, or in any other administrative capacity, beyond the expiration of that term or any ensuing term established by agreement. Consistent with that agreement, the Superintendent's receipt of notice of non-renewal in accordance with the School Code as amended, shall be sufficient to terminate any administrative relationship with the School District, without the necessity for a prior hearing as to the basis for the non-renewal.

20. Reassignment and Transfer. Pursuant to a decision by the Board to enter into an agreement with another district to share a Superintendent of Schools, the Superintendent is subject to reassignment or transfer. The Board will give the Superintendent 60 days' notice of their intent to pursue such an agreement. Reassignment shall be to positions for which the Superintendent is qualified. In the event the Superintendent is reassigned or transferred, the Board reserves the right to adjust salary and benefits so that they are commensurate with the position to which Superintendent is reassigned or transferred. In the event of a transfer that results in a downward adjustment of salary or benefits, the adjustment will not be effective sooner than 90 calendar days from the date of the Board's action on reassignment or transfer. If allowed under collective bargaining agreements, years of service to the district shall be considered in the placement on salary schedules for other administrative positions or non-administrative positions. Accumulated sick and personal leave, up to the maximum allowed in the position into which an employee is reassigned or transferred, shall be retained. In the event that reassignment or transfer to a new position would create a gap in Board provided insurance coverage, such coverage as provided for in the superintendent's contract shall remain in effect until the effective date for coverage in the employee's new position.

21. Layoff. This contract may be terminated during its term pursuant to a decision by the Board to enter into an agreement with another district to share a Superintendent of Schools. A layoff shall only be instituted in those instances when a reassignment or transfer is in the judgment of the Board not feasible, or the offer of such is rejected. The Superintendent shall be given at least sixty (60) calendar days' notice of termination prior to the effective date of layoff. On termination date, employee shall receive an amount equivalent to sixty five (\$65) dollars per day of unused sick days, up to a maximum of 165. In the event of layoff, this contract shall terminate the date the layoff is effective and the Board shall have no further obligation under this contract.

22. Totality of Terms. The Contract contains all of the terms agreed by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

23. Cellular Phone. The Superintendent shall possess a cell phone. All costs related to the cell phone shall be at the expense of the Superintendent. However, a stipend may occur per Board policy.

24. Tuition Reimbursement. Board reimbursement for college tuition for a maximum of 12 semester credit hours per year for courses successfully completed which are related to job performance and approved by the Superintendent. The value of 12 semester hours (based on the average tuition at Michigan State University, University of Michigan and Eastern Michigan University) may be credited towards an approved summer institute.



# Manchester Community Schools

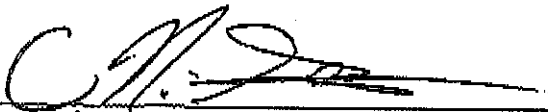
Nick Steinmetz, Superintendent  
Board of Education  
710 Main Street  
Manchester, MI 48158  
(734) 428-9711

Chris Fegan, President  
Mike Austin, Trustee  
Rebecca Harvey, Secretary  
Jeremy Koch, Trustee  
Tom Mann, Vice President  
Karen Rothfuss, Treasurer  
Michael Tindall, Trustee


Amendment to contract – Nicholas Steinmetz

Effective date: July 1, 2019

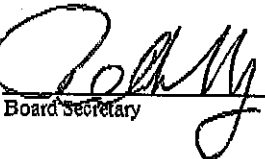
Per Superintendent Contract dated July 1, 2018 – June 30, 2021, (4. Compensation; b. Annuity), Mr. Steinmetz will receive an annuity beginning July 1, 2019. The amount agreed upon by the Board of Education will be 10% of his base salary of \$110,000.00. The Board will pay on his behalf to a company of his choosing. The annuity will be paid equally with each pay throughout the contract year.

  
\_\_\_\_\_  
Superintendent

6/10/19  
Date

  
\_\_\_\_\_  
Board President

6/7/19  
Date

  
\_\_\_\_\_  
Board Secretary

6/9/2019  
Date



# Manchester Community Schools

Nick Steinmetz, Superintendent  
Board of Education  
710 Main Street  
Manchester, MI 48158  
(734) 428-9711

Chris Fegan, President  
Mike Austin, Trustee  
Rebecca Harvey, Secretary  
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Tom Mann, Vice President  
Karen Rothfuss, Treasurer  
Michael Tindall, Trustee


Addendum to contract – Nicholas Steinmetz

Effective date: September 6, 2019

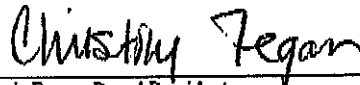
The chief negotiator(s), School Board President and School Board Secretary; (or designee) of the superintendent's contract is authorized to offer a monetary bonus as deemed fit/necessary.

As the chief negotiator(s) of the contract, this payout does not require Board approval.


Bonus amount: \$1,821.49; to be paid out on September 23<sup>rd</sup>, 2019 pay.

  
\_\_\_\_\_  
Nicholas Steinmetz, Superintendent

9/12/19  
Date

  
\_\_\_\_\_  
Chris Fegan, Board President

9/10/19  
Date

  
\_\_\_\_\_  
Rebecca Harvey, Board Secretary

9/9/19  
Date

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