

VAN BUREN INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

July 1, 2025 through June 30, 2028

It is agreed by and between the Board of Education of the Van Buren Intermediate School District located in Van Buren County, Michigan (hereinafter referred to as the "Board") and David D. Manson (hereinafter referred to as the "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 7th day of June, 2025, has and does employ the said David D. Manson for a three-year period commencing on July 1, 2025 and concluding on June 30, 2028, according to the terms and conditions as described and set forth herein as follows:

WITNESSETH:

1. Superintendent shall perform duties of Superintendent as prescribed by the rules, regulations and policies of the Board as may be established, modified and/or amended from time to time by the Board and as is established under the laws of Michigan and of the United States, including, but not limited to, the Revised School Code. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the Intermediate School District at the discretion of the Board.
2. On or before June 1 annually during the term of this Contract, the Board will evaluate the performance of the Superintendent. If the Board, in its judgment, determines that the Superintendent's performance has been effective, it shall extend the term of this Contract for an additional one (1) year. In that event, a revised Contract shall be prepared and signed reflecting the extended Contract term. On or before April 15 annually during the term of this Contract, the Superintendent shall give written notice to the Board of its duty to evaluate performance under this section.
3. Superintendent's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).
4. The Board agrees to pay the Superintendent for his services during each year of the said Contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$151,380 Said salary shall be reviewed in May 2026 and is subject to upward revision by agreement of the parties. In no case will the salary be lowered. Starting with the 2025-26 school year, an additional payment of \$8,000 will be paid for recognition of service during the 2nd pay period in November. This additional payment is based on an effective evaluation by a majority of the staff respondents (70%). Approximately 50 evaluation forms are sent out each year. This is a non-recurring salary amount.

Should the Superintendent be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The

foregoing provision, the Board has the authority to unilaterally and immediately void this contract and remaining obligations hereunder.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

10. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent will accrue vacation leave time, as provided by Board policy, at an annual rate of thirty (30) working days. Accumulated vacation time will not exceed 50 days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. All scheduling of vacation over five days is subject to notification to the Board President.
11. The Superintendent will be entitled to sixteen (16) paid sick days annually per contract year, July 1 through June 30. Sick leave will accrue in accordance with Board policy. Each year the Superintendent may turn in a combination of sick/vacation time up to twenty (20) unused days per contract year at full daily rate (total comp / 230 days = daily rate).
12. The Superintendent will provide the Board of Education with six (6) months written notice prior to accepting another position or retiring. Once the board approves the letter of notice this contract will end on the effective date (date of retirement/last day of work) as listed in the letter of notice.
13. The Superintendent shall receive all fringe benefits as granted by the Board of Education, to administrative personnel. Superintendent agrees that the Board has the right to allocate Superintendent responsibility for a portion of the benefit plan costs for the insurance coverages, as may be determined by the Board, at its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the amount for which he is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contributions designated by the Board as Superintendent's responsibility shall be payroll deduction from Superintendent's compensation.
14. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is

23. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are canceled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing approved by official action of the Board reflected in its minutes and signed by Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

24. If any provision of this Agreement 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).

25. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the (6) month period of limitation set forth herein and 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 intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

26. This Agreement is executed on behalf of the Van Buren Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 4, 2025, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

David D. Hanson 6/4/25
Superintendent / Date

Mary Ann Middaugh 6/4/25
President, Board of Education / Date

John B. Wenz 6/4/25
Vice President, Board of Education / Date

Kenneth V. Kent 6/4/25
Treasurer, Board of Education / Date

[Signature] 6/4/25
Secretary, Board of Education / Date

[Signature] 6/4/25
Trustee, Board of Education / Date