



## Byron Center Public Schools

"Opening the Doors of Tomorrow for Students Today"

# ADMINISTRATIVE EMPLOYMENT CONTRACT

**DANIEL TAKENS**  
**SUPERINTENDENT**  
**2013 –2018**

**This contract is made effective as of the first (1st) day of July 2013 ("Effective Date") between the BOARD OF EDUCATION, BYRON CENTER PUBLIC SCHOOLS ("Board") and Daniel Takens ("Superintendent").**

**1. TERM**

This contract shall be in effect from the Effective Date through the 30th day of June 2018 ("Term"), unless otherwise terminated as provided for herein. Any renewal upon expiration of the Term can only occur by mutual written agreement of the board and Superintendent.

**2. COMPENSATION**

The Board agrees to pay the Superintendent an annual base salary no less than \$153,116 to be paid in twenty-six pays (26) of equal installments during the fiscal year of 2015/2016. For each succeeding fiscal year during the Term, Superintendent's annual base salary will increase by a minimum of the average percentile increase to salary received by tenured teachers within Byron Center School District for such related fiscal year. Any increase to Superintendent's base salary beyond that described in this paragraph is within the complete discretion of the Board; each such increase, if any, not to be deemed an amendment or modification to this contract.

**3. BENEFITS**

The Superintendent shall receive benefits as set forth Appendix A. The Board reserves the right in its sole discretion to determine the carriers or providers of such benefits, provided the coverage's are approximately equivalent. The terms, conditions, and eligibility requirements of any insurance or fringe benefit shall be governed by the provisions of that policy, plan or program.

**4. DUTIES**

The Superintendent is assigned to the position of Superintendent and shall perform the duties of such position consistent with the related job description, as changed from time to time by the Board, and in a competent and professional manner in accordance with and in compliance with all applicable laws, and the policies,

regulations and directions of the Board or its authorized representatives. The Superintendent shall comply at all times with the qualification and certification requirements established by the State of Michigan.

The Superintendent is subject to assignment and transfer to another position of employment in the school district at the discretion of the Board, provided the Superintendent is duly certified and shall only be implemented at the end of a school year. Upon such occurrence, the Superintendent will perform the duties of such of such position consistent with its related job description, as changed from time to time by the Board and in a competent and professional manner in accordance with and in compliance with all applicable laws and the policies, regulations and direction of the Board or its authorized representatives.

Superintendent may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and perform other activities up to seven days per year at his discretion provided that he keeps the Board informed thereof. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

**5. TERMINATION OF EMPLOYMENT CONTRACT**

A. **JUST CAUSE:** During the Term and upon resolution of the Board, in its sole discretion, the Superintendent may be immediately discharged and this contract terminated at any time for acts or omissions constituting just cause, including but not limited to:

- (1) Acts of moral turpitude,
- (2) Gross misconduct or gross neglect of duties under this contract,
- (3) Dishonesty or fraud,
- (4) Willful disobedience of reasonable directives of the Board after first being given notice of same with reasonable timelines within which to act in obedience of the reasonable directives,
- (5) Incompetence or inefficiency,
- (6) Material breach of the terms or conditions of this contract,
- (7) Conviction of or plea of no contest to a felony or serious misdemeanor or to any offense involving alcohol, illegal drugs, prescribed drugs contrary to the prescription, or any offense involving students or employees of the District or parents of students, OR
- (8) Conduct prejudicial to the Byron Center Public School District.

Prior to terminating the contract, the Board shall provide the Superintendent with written notice of the proposed action and reasons at least five (5) business days prior to such termination. The Superintendent shall have an opportunity to meet with the Board to respond prior to termination. Action to terminate the contract under this paragraph requires a majority vote of the Board members. Immediate suspension without pay may be imposed by the Board, in its sole discretion, pending any investigation by the Board or while awaiting completion of any procedural process under this section 5. Insurance benefits will continue during

any suspension. Held pay during a suspension will be paid back upon any reinstatement by the Board.

The foregoing standards for termination of this contract during the Term shall not be applicable to non-renewal of this contract at the expiration of the Term, which decision is discretionary by the Board. □

- B. **DISABILITY OF SUPERINTENDENT:** If the Superintendent is unable to perform the assigned duties due to physical or mental disability, the Board may terminate this contract after the Superintendent 1) has exhausted accumulated sick leave and any other Board paid leave that may be available and has been absent from this employment for an additional period of ninety (90) days or 2) has been on workers' disability compensation leave for a period of twelve (12) months. If a question exists concerning the capacity of the Superintendent to perform his/her duties as a result of mental or physical disability or to return to his/her duties, the Board may require the Superintendent to submit to an appropriate examination to be performed by a doctor selected by the District and licensed to practice medicine or to perform appropriate psychological examinations. The examination shall be done at the expense of the Board, and any report to the Board shall be limited to the issue of whether the Superintendent is disabled from performing required duties.
- C. **MUTUAL CONSENT:** This contract may be terminated at any time by mutual consent of the Board and the Superintendent.

**7. TENURE EXCLUSION**

This contract does not confer tenure in position, and tenure is expressly excluded to the Superintendent in any and all administrative positions in the District. The Superintendent shall, if otherwise qualified, gain continuing tenure as a classroom teacher in accordance with Michigan Teacher Tenure Act.

**8. BOARD POLICIES**

To the extent that they are not in conflict with, or specifically addressed by the terms of this contract, the Board policies shall apply to the Superintendent.

**9. ARBITRATION**

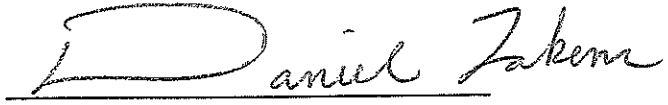
Except as provided for in Section 5 above, any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within thirty (30) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for labor arbitration's. The Superintendent and the Board shall split any fees of the arbitrator, but shall otherwise bear their own expenses for the arbitration, including their respective attorney's fees.

The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law. The decision of the arbitrator shall be final and binding on both parties.

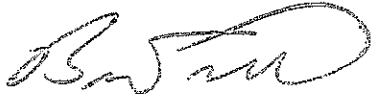
**BOARD OF EDUCATION  
BYRON CENTER PUBLIC SCHOOLS**



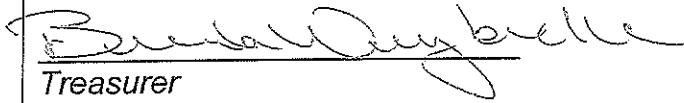
President



Superintendent



Secretary



Treasurer

## APPENDIX "A"

### Fringe Benefits

The Board shall provide the following benefits at Board expense:

1. **MEDICAL INSURANCE:** Medical insurance will be provided for employee, spouse and eligible children.
2. **LIFE INSURANCE:** An amount equal to three times the Superintendent's base salary in group term life policy, not to exceed \$300,000.
3. **DENTAL INSURANCE:** Dental insurance will be provided for employee, spouse and eligible children.
4. **VISION INSURANCE:** Vision insurance will be provided, with \$100 reimbursable deductible, for employee, spouse and eligible children.
5. **DISABILITY INSURANCE:** Long-term disability insurance as provided to other District Superintendents.
6. **WORK SCHEDULE:** The Superintendent shall be entitled to (30) thirty days of vacation and twenty (20) days of sick leave. The Holiday Schedule (see Holiday Schedule #13) is in addition to vacation days. The Board shall establish the school calendar/work schedule at its sole discretion.
7. **WORKER'S COMPENSATION:** The Board shall maintain worker's compensation insurance coverage for the Superintendent. In the event of a compensable duty-related injury or illness, the Board will pay, at the Superintendent's discretion, the difference between the compensation benefit and the regular salary. Such compensation shall be charged to and continue as long as the Superintendent has sick leave available, but shall cease with the termination or expiration of this contract.
8. **LIABILITY INSURANCE:** The Board shall provide insurance coverage for the Superintendent under its School Employees Wrongful Acts (School Leaders, Errors and Omissions) coverage. The limits shall be no less than \$1,000,000 and the Superintendent shall not be responsible for any deductible.
9. **PHYSICAL:** The Board of Education shall compensate the Superintendent for the cost of one comprehensive physical examination per year. The Board reserves the right to determine the service provider.
10. **PERSONAL DAYS:** The Superintendent shall receive two (2) personal days per year.
11. **DEFERRED COMPENSATION:** Upon completing a fiscal year of full time service during the Term the Superintendent shall receive a fully vested non-elective tax annuity in an amount equal to a percentage of that fiscal year's base salary. The percentile of base salary shall begin at 11% for the first fiscal year of the Term and shall increase by 1% each subsequent year of completed full time service during the

Term.

12. **HOLIDAY SCHEDULE:**

- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving and the day after Thanksgiving
- Christmas Eve Day and Christmas Day
- New Year's Eve Day and New Year's Day.

13. **PROFESSIONAL DUES:** Professional dues to one state and national school administrator's organizational per year.

14. **UNUSED SICK LEAVE AND VACATION DAYS:** During the Term, the Superintendent may accumulate unused sick leave and vacation days from one fiscal year to the next up to a maximum of 260 unused sick leave days and 40 unused vacation days. Prior to the end of each fiscal year, the Superintendent may request to be compensated at a daily per diem rate per unused vacation day for up to ten (10) existing unused vacation days from fiscal year instead of accumulating same. Upon any termination or expiration of this contract, excluding termination pursuant to Section 59(A), accumulated unused sick days up to the maximum allowed (260) herein will be payable to Superintendent at a rate of \$150.00 per unused day and accumulated unused vacation days up to the maximum allowed to forty (40) herein will be payable to Superintendent at daily per diem rate based on 260 work days. Upon any termination of this contract pursuant to Section 5(A), accumulated unused sick days and unused vacation days up to maximum allowed herein will be payable to Superintendent at a rate of \$100.00 per unused day. Twenty (20) days per year accumulated to a maximum of 260 days.

15. **SUPERINTENDENT EVALUATION:** The Superintendent's performance shall be evaluated by the Board annually.

16. **MPSERS:** The Board will purchase one credit year per two years of service for the Superintendent through the Michigan Public Schools Employees Retirement System or if the Superintendent chooses the equivalent amount paid into an approved 403b.