



Byron Center Public Schools

"Opening the Doors of Tomorrow for Students Today"

RECEIVED

AUG 16 2011

BYRON CENTER
PUBLIC SCHOOLS

ADMINISTRATIVE EMPLOYMENT CONTRACT

DANIEL TAKENS
SUPERINTENDENT
2011/2012 – 2016/2017

This contract is made the first (1st) day of July, 2011, between the BOARD OF EDUCATION, BYRON CENTER PUBLIC SCHOOLS ("Board") and Daniel Takens.

1. TERM

This contract shall be in effect from the 1st day of July, 2011 through the 30th day of June 2017, subject to the provisions of paragraphs 5 and 6.

2. COMPENSATION

The Board agrees to pay the Superintendent an annual salary no less than \$130,000 to be paid in twenty-six pays (26) of equal installments during the fiscal year of 2011/2012. The salary for 2012/2013, 2013/2014, 2014/2015 and 2016/2017 shall be determined by the Board of Education. (The annual salary of \$130,000 represents the Superintendent voluntarily taking a wage freeze three years standing.)

3. BENEFITS

The Superintendent shall receive benefits as set forth Appendix A. The Board reserves the right to determine the carriers or providers of such benefits, provided the coverage's are approximately equivalent.

4. DUTIES

The Superintendent is assigned to the position of Superintendent and shall perform the duties of such position 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.

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. RENEWAL OF CONTRACT

The Superintendent's shall have a five-year (5) contract with the District. If requested by the Superintendent, the contract shall not be extended. Thereafter, it is the Board of Education's intent to place the Superintendent on a two year renewable contract.

6. TERMINATION OF EMPLOYMENT CONTRACT

A. **JUST CAUSE:** The Superintendent may be discharged and this contract terminated at any time for just cause, for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if the Superintendent materially breaches the terms and conditions of this contract. Prior to terminating the contract, the Board shall provide the Superintendent with written notice of the proposed action and reasons. The Superintendent shall have an opportunity to meet with the Board to respond. Action to terminate the contract under this paragraph requires a majority vote of the Board members.

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 of Education.

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**

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.

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.

SIGNATURE PAGE

BOARD OF EDUCATION
BYRON CENTER PUBLIC SCHOOLS

Neal S. Glan

President

[Signature]

Superintendent

8-15-11

Lenae Rode

Secretary

B. W. [Signature]

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. The Holiday Schedule (see Holiday Schedule #13) is in addition to vacation days. The Board shall establish the school calendar/work schedule.
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:** The Superintendent shall receive a non-elective tax annuity in an amount equal to 10% of base salary.
12. **EXPENSE ALLOWANCE:** Superintendent shall receive 8.35 of base salary per month in lieu of mileage/business reimbursement.

13. 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.

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

15. SICK LEAVE: Twenty (20) days per year accumulated to a maximum of 260 days. Unused accumulated sick days up to 260 days will be payable upon resignation or retirement at a rate of \$100.00 per unused sick day.

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

17. UNUSED VACATION DAYS: The Superintendent can accumulate up to 40 unused vacation days. The unused days will be payable upon resignation or retirement at daily per diem rate.

18. 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.