

CONTRACT OF EMPLOYMENT**SUPERINTENDENT OF JENISON PUBLIC SCHOOLS****JENISON, MICHIGAN**

This agreement, effective July 1, 2011, superseding all previous contracts, is between the Board of Education of Jenison Public Schools, the Board (hereafter called "Board"), and Thomas M. TenBrink, Superintendent, (hereafter called "Superintendent").

WITNESS:

1. The Board agrees to employ the Superintendent as its Superintendent of Schools for a term of three years from July 1, 2011 to and including June 30, 2014.
2. The Superintendent hereby accepts employment for said term and represents to the Board that he is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Superintendent agrees to conform to all provisions of law relative to the Board as required by law and as specified in the policy established by the Board of Education during the duration of this agreement. The Superintendent agrees to devote his full time and efforts to his duties as Superintendent of Schools except for such vacation periods as may be granted to him by the Board and also hereby agrees to accept no other employment during the duration of this agreement unless expressed permission is granted by the Board.

Compensation:

3. Effective the date this contract is approved by the Board and the Superintendent, the Superintendent's base salary installments for the remainder of the 2011-2012 school year shall be increased in whatever amount is necessary to provide the Superintendent with a total base salary for the 2011-2012 school year of one hundred sixty seven thousand, two hundred and seventy dollars (\$167, 270). Stated otherwise, the sum of the Superintendent's base salary installments for the 2011-2012 school year prior to and subsequent to the date this contract is approved by the Board and the Superintendent shall provide the Superintendent with a total base salary of one hundred sixty seven thousand, two hundred and seventy dollars (\$167, 270) for the 2011-2012 school year. Salary payments subsequent to the date this contract is approved by the Board and the Superintendent will be paid in equal installments per normal Board policy. The Board reserves the right to increase the salary of the Superintendent during the term of this contract. For the 2011-2012 and 2012-2013 school years the Superintendent will not receive a percentage or step advancement. For the 2013-2014 school year the Superintendent will receive minimum percentage annual salary increases equal to the percentage increase of the teachers' salary schedule, including step advancement. Any other increase in salary made during the term of this contract shall be in the form of a

Prescription Plan Detail:

The Board agrees to provide an annual reimbursement pool which is prorated based on the teacher plan. The district will reimburse Pak A participants for the deductible differential between the \$5/\$10 co-pay plan and the \$10/\$20 co-pay plan only. The parties further agree there will be no MAC (ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement. To be eligible for a reimbursement, the Superintendent must first incur prescription co-pay costs that exceed \$100.00, not to include the School Board paid medical flex plan \$100.00. Proof of these expenditures must be provided to be eligible for reimbursement from the pool. The Superintendent may submit a reimbursement requests with a \$25 minimum per request. The school district will supply reimbursement forms. The school district Business Office will process reimbursement requests within two weeks of the date they are received (except September and January). Reimbursement will not be made for any expense that has been reimbursed through another source. Should the pool be depleted prior to the end of any year, the parties will meet to review the issue.

All reimbursements for the plan year of October 1, through September 30, must be submitted no later than October 31 (1 month after ending the plan year).

- b. Five weeks (25 days) vacation per annum (time as agreed upon by the Superintendent and the Board President for more than two (2) consecutive days), with carryover and payment provisions consistent with the policy established by the Board of Education, except that carryover will be limited to one-times the annual allotment. Up to two weeks may be paid in July, rather than forfeited. Furthermore, the Superintendent shall provide the Board on a quarterly basis a summary of his vacation usage, carryover, and paid in lieu of forfeiture.
- c. The district will contribute \$100 annually into a flex spending account for medial expense reimbursement. In addition, the Superintendent may contribute an additional \$2,400 per year for a total of \$2,500, to a Health Care Reimbursement Plan each year and up to \$5,000 into a Dependent Care Assistance Account each year.
- d. The insurance provided above will be that insurance provided under group policies with the Board, the carrier of which can be changed at the Board's discretion.
- e. Sick leave limited to the long-term disability qualification period.
- f. Three personal days per contract year.

- g. Administrative Early Retirement Program as outlined in the policy established by the Board of Education, except that, notice must be given to the Board no later than six (6) months prior to the effective date of retirement.
 - h. Appropriate organizational and individual professional memberships as approved by the Board President or his/her designee.
 - i. The Board shall pay reasonable expenses incurred by the Superintendent in accordance with Board policies. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with the direction of the Board or its designee.
 - j. Subject to prior approval by the board, the Superintendent may attend professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition (if applicable), out-of-state travel, lodging, and reasonable meal expenses, subject to Board policy. Also, subject to prior approval, the Board shall reimburse the Superintendent for all tuition, fees, and related expenses incurred in successfully completed academic university courses considered related to the performance of his duties.
5. Should the Superintendent become totally disabled to the extent that he is unable to perform his normal job functions, the Superintendent shall promptly apply for disability benefits. At such time as disability benefits become payable pursuant to the disability policy provided by the Board and for so long as said benefits are received by the Superintendent, the Board shall not be liable to pay compensation pursuant to paragraph 3.
6. The Board reserves its full rights as an employer during the term of this agreement and any extension thereof and particularly the right to discharge the Superintendent for cause and to cancel this agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: fraud, moral turpitude, embezzlement, or conviction of a felony. The Board shall also have the right to cancel this agreement and terminate the Superintendent's employment there under at any time for material violation of the terms of this agreement by the Superintendent.
7. The Superintendent shall not be deemed to be granted continuing tenure in the Superintendent's position established by virtue of this agreement.
8. The Board may extend this agreement for successive one-year periods provided said extension option is exercised at least one year prior to the extension period. To that effect, the Board shall formally evaluate the Superintendent's performance at annually, no later than March 1. The evaluation process shall include a conference with the Superintendent. Evaluation of the Superintendent's performance will include, but is not limited to: Board relations, staff relations, other relations, personal skills and development, and district leadership.

written amendment and, when executed by the Superintendent and the Board, shall become part of this contract.

- a. 403(b) Tax Sheltered Annuity. The Board agrees to make a non-elective employer contribution to a Section 403(b) tax-sheltered annuity on behalf of the Superintendent as remuneration for services rendered in the amount of 17% of his base pay. The Superintendent may select the investment provider for the Section 403(b) tax-sheltered annuity subject to approval by the Board. This amount is payable in twelve equal installments on the first payroll of each month for the year commencing July 1 and ending June 30.
- b. The Board agrees to purchase .5 years of service on behalf of the Superintendent for the 2011-2012 school year.
- c. Cell Phone Stipend. The Board shall provide a stipend of \$110 per month for a cell phone payable on the first pay period of each month.
- d. Mileage Reimbursement. The Board shall provide reimburse for travel outside of the district boundaries at the rate established by the IRS.

Benefits:

4. The Board also agrees to provide the Superintendent with the following benefits:

- a. Health
 - Choices II (includes a \$5000 Basic Term Life)
 - 10% premium co-pay
 - \$10/\$20 prescription co-pay
 - Adult Immunization Rider
 - \$300/\$600 Deductable
- Long Term Disability
 - 66 2/3% of annual salary with \$7500 monthly maximum, with Jenison Public Schools paying salary in full for 120 days and employee has the option of holding ten (10) sick days.
- Negotiated Life Insurance
 - Double the Superintendent's salary rounded to the nearest \$5000 to a maximum of \$225,000.
- Vision
 - VSP-3 Gold
- Dental
 - 80/80/80 with \$1500 yearly maximum benefit and \$2100 for dependent orthodontics.
 - Adult Orthodontics.

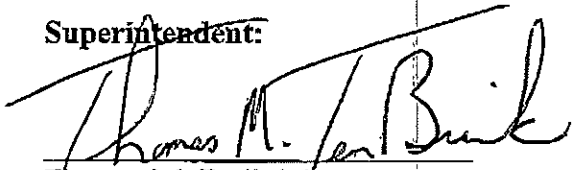
9. Failure to enforce any rights in this agreement does not constitute a waiver of those rights.

10. This agreement constitutes the entire agreement pertaining to the employment of the Superintendent by the Board.


In witness thereof, this contract of employment was adopted at an official meeting of the Board of Education of Jenison Public Schools held on June 29, 2011, and each member of the Board of Education and the Superintendent, have herein subscribed their names.


Jenison Public Schools

Superintendent:


Thomas M. TenBrink

Board of Education:

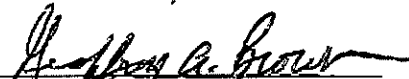

William Waalkes, President

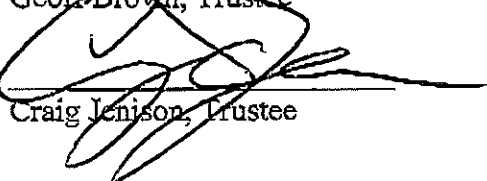

Paul Peppel, Vice President


Craig Rockwell, Secretary


Wayne Walkotten, Treasurer


Eric Hartman, Trustee


Geoff Brown, Trustee


Craig Jenison, Trustee