

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF JENISON PUBLIC SCHOOLS
JENISON, MICHIGAN

This agreement, effective July 1, 2018, 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, 2018 to and including June 30, 2021.
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 2018-2019 school year shall be increased in whatever amount is necessary to provide the Superintendent with a total base salary for the 2018-2019 school year of \$195,447. Stated otherwise, the sum of the Superintendent's base salary installments for the 2018-2019 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 \$195,447 for the 2018-2019 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. Any other increase in salary made during the term of this contract shall be in the form of a 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 18% 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. Cell Phone Stipend. The Board shall provide a stipend of \$110 per month or a total of \$1,320 per year for a cell phone payable on the first pay period of each month.
 - c. Mileage Reimbursement. The Board shall provide reimburse for travel outside of he district boundaries at the rate established by the IRS.

BENEFITS:

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

a. PLAN A WHICH INCLUDES:

- Health
- Vision
- Dental
- Life
- LTD

OR

PLAN B WHICH INCLUDES:

- Single Subscriber Rate Cash-in-Lieu or Highest Price District Plan
- Vision
- Dental
- Life
- LTD

b. Five weeks (25 days) vacation per annum 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. The Superintendent shall provide the Board President an annual summary of his vacation usage, carryover, and paid in lieu of forfeiture.

c. 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.

d. Sick leave limited to the long-term disability qualification period.

e. Three personal days per contract year.

f. 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.

g. Appropriate organizational and individual professional memberships as approved by the Board President or his/her designee.

h. 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.

i. The Superintendent may attend professional meetings at the local & state levels and shall be reimbursed for any registration fees, tuition (if applicable) travel, lodging, and reasonable meal expenses, subject to Board policy. National conferences and/or meetings must receive prior approval by the Board of Education. He shall be reimbursed for any registration fees, tuition (if applicable) travel, lodging, and reasonable meal expenses, subject to Board policy. 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. The absence of the Superintendent by reason of confirmed illness, other confirmed incapacity or inability to perform under this contract for more than one hundred eighty (180) consecutive calendar days will result in the termination of this contract. However, by a majority vote of the members of the Jenison Public Schools Board of Education, it may extend the within-stated period or; request additional medical or other proof of illness, incapacity or inability, at its sole discretion.

6. 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 three.

7. 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.

8. The Superintendent shall not be deemed to be granted continuing tenure in the Superintendent's position established by virtue of this agreement.

9. 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 annually, no later than ~~May 31st~~. The *JUNE 30* 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, district leadership, and achievement of agreed upon goals.

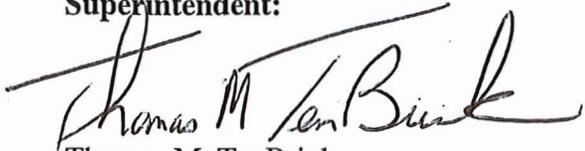
10. Failure to enforce any rights in this agreement does not constitute a waiver of those rights.

11. 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 July 9, 2018, and each member of the Board of Education and the Superintendent, have herein subscribed their names.

Jenison Public Schools

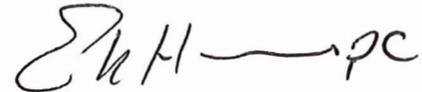
Superintendent:


Thomas M. TenBrink

Board of Education:



William Waalkes, President



Eric Hartman, Vice President

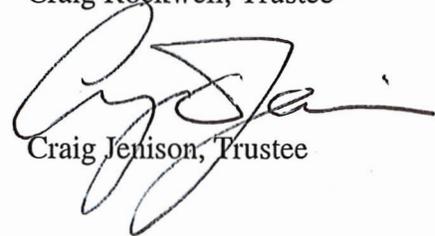


Mark Richter, Treasurer



Jen Postema, Secretary

Craig Rockwell, Trustee



Craig Jenison, Trustee

Amanda Peterman, Trustee

