

**HOPKINS PUBLIC SCHOOLS
HOPKINS, MI 49328**

THIS AGREEMENT, entered into as of July 1, 2010 between the Hopkins Public School Board of Education, hereinafter called "Board" and Chris J. Stephens, hereinafter called "Superintendent".

WITNESSETH:

1. CONTRACT PERIOD

The board agrees to employ the Superintendent as Superintendent of Schools for the term of 3 (three) years expiring on June 30, 2013. The Board of Education, in its sole discretion, and with or without cause may decline to extend this contract for an additional year. The Board shall review this contract with the Superintendent annually.

Operation of Law. Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Michigan Revised School Code or its successor provision. The Superintendent annually shall advise the Board in writing of this obligation during the month of January.

2. DUTIES

The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention and energy to the position of the school District. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are short-term in duration with advance approval of the executive committee of the Board of Education. This approval will be stated in the minutes of the Executive Committee. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of such outside activities. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's performance of duties, the Board may require that the Superintendent cease some or all of such outside activities.

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner. The Superintendent represents that he possesses, holds and will maintain all credentials and qualifications required by law, including the regulations of the department of education, the State Board of Education and this Board to serve in the position of Superintendent of Schools. If at any time, the Superintendent fails to hold all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein of by the Board, this contract shall automatically terminate and the Board shall have no further obligations hereunder.

The Superintendent shall serve as chief executive officer and chief administrator of the Board. He shall be entitled to:

- a. Present his recommendations to the Board of any subject under consideration by said Board.
- b. Serve as an ex-officio member of each committee established by the Board.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

3. COMPENSATION

As remuneration for services rendered, the Superintendent's annual Compensation shall consist of Base Salary, a nonelective Board contribution to a 403b account and Merit Pay, if earned.

The Board agrees to pay the Superintendent's base salary for his services during each year of said contract in 26 equal installments. Compensation for July 1, 2010 through June 30, 2011 and shall be \$133,000.00 base salary; and shall continue up to and including the contract period ending June 30, 2013, however, total compensation will be evaluated annually and base salary may be adjusted each year by written agreement of the parties.

As additional remuneration for services rendered, the Board shall also make a nonelective contribution equal to 7.5% of Superintendent's base salary which shall be paid annually or monthly as the parties may agree as a nonelective Board contribution into a 403b account designated by the Superintendent.

In addition, Superintendent shall be provided Merit Pay for services rendered in achieving specific performance objectives, in accordance with the Addendum dated January 20, 2011 and its Exhibit A, the Merit Pay Rubric, as established or modified in writing by the parties on an annual basis.

4. FRINGE BENEFITS

Leave privileges, insurance, and fringe benefits shall be as follows:

- a. The Superintendent shall be entitled to 25 vacation days each year at a time mutually agreeable to both parties. A monthly work schedule shall be given to the Executive Committee annually. One half of the unused vacations days may be carried over each year and are forfeited at the termination of this Contract, unless Superintendent retires from the District, at which time, unused vacation days shall be paid at the per diem rate existing at retirement.
- b. The Superintendent shall be granted 12 days sick leave per year, accumulative without limitation, which days are forfeited if not used upon termination of this Contract. However, upon retirement, payment for accumulated unused sick days shall be made at the same rate and on the same terms as established for other District administrators into a nonelective 403b account designated by the Superintendent.
- c. The Board may pay the Superintendent an additional stipend per month for travel within the AAESA service area involving Board business based upon the District formula and the IRS reimbursement rate for mileage. The Superintendent agrees to

provide to the School District, on a monthly basis, written substantiation of the portion of the preceding month's automobile allowance which is related to the performance of the Superintendent's duties under this Agreement. The Superintendent further agrees and understands that the portion of any monthly allowance which is not substantiated shall be included within the Superintendent's taxable gross income. Further, mileage for school business travel outside of the Allegan County AAESA service area shall be paid at the IRS rate.

- d. The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board for approval at the meeting following the date incurred.
- e. The Superintendent will be reimbursed for tuition costs totaling up to \$800.00 per course at the graduate level. Reimbursement will be made following successful completion of the course(s).
- f. The Superintendent shall receive, at no cost to him, the same self-funded Dental/Vision benefits as are provided to District administrators.
- g. Membership dues to the Michigan Association of School Administrators (MASA) and American Association of School Administrators (AASA) will be paid by the Board.
- h. During the term of this contract, the Superintendent shall be furnished a term life insurance policy in an amount two (2) times the gross amount of Superintendent's base salary payable to the beneficiary of the Superintendent's choice.
- i. LTD with 60 day waiting period.
- j. Two (2) professional days per year.
- k. Two (2) personal days per year (if not used, will be added to sick days).
- l. The Superintendent is also eligible for the same Priority Health insurance plan as provided to District administrators and on the same terms. In the event that Superintendent waives the dental, vision and health coverage for himself and his dependents, if any, he shall receive a monthly cash payment equal to 90% of the applicable health insurance premium.

5. EVALUATION

The Board shall, annually, evaluate the performance of the Superintendent. Evaluation conferences will be conducted with the whole Board upon request of either party throughout the year and may be in closed session, per his request. A copy of the Board's final evaluation shall become part of the Superintendent's personnel file.

6. TERMINATION

In the event that the Board wishes to terminate this Contract during its term, it shall provide Superintendent with written notice of the reasons and an opportunity to meet with the Board,

open or closed at the option of the Superintendent. Such a meeting shall occur at least two calendar weeks before a final Board decision. The Superintendent may be represented at such meeting by a representative of his choice at his expense.

The Superintendent may terminate this Contract upon 60 days written notice.

7. TENURE.

The Superintendent shall not be considered to be granted continuing tenure or to acquire tenure as Superintendent of Schools by virtue of this Contract or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement.

8. DISPUTE RESOLUTION


In the event of a dispute between the parties about the termination of this Contract or any other provision within this Agreement, such dispute shall be submitted to binding arbitration within 30 days of the occurrence giving rise to the dispute, said arbitration to be conducted and administered under the labor rules of the American Arbitration Association. The decision of the arbitrator appointed in accordance with such rules shall be final and binding on the parties. Each party shall bear its own fees and costs of arbitration, however, they shall proportionately share the fees and costs of the arbitrator, 3/4 by the Board and 1/4 by the Superintendent.

9. ENTIRE AGREEMENT.

This is the entire agreement of the parties and it supersedes all prior verbal and written agreements and understandings. It shall be modified only by a written agreement signed by the parties and approved in an open meeting. No individual board member has authority to enter into any new or different agreement with the Superintendent.

The Hopkins Board of Education, at their special meeting conducted on January 17, 2011, voted to modify its Contract with Chris J. Stephens, Superintendent of Schools, for the period specified on page one of the contract and on the terms specified herein.

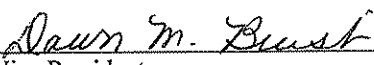
The parties hereby signify their assent to this Contract and all of its terms by their signatures below.




President



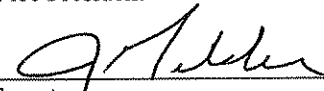
Trustee



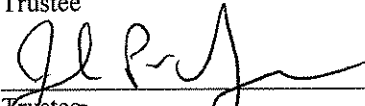
Vice President



Trustee



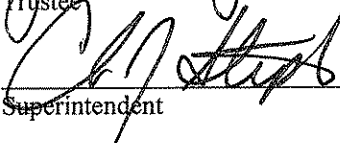
Secretary



Trustee



Treasurer



Superintendent

The contract and its approval by the Board at a public meeting will be made a part of its minutes.

Secretary, Board of Education

**ADDENDUM TO JULY 1, 2010 – JUNE 30, 2013 CONTRACT BETWEEN
HOPKINS BOARD OF EDUCATION AND SUPERINTENDENT CHRIS J. STEPHENS**

Re: Merit Pay For Achieving Specific Performance Objectives

This Addendum between the Hopkins Board of Education (Board) and Superintendent Chris J. Stephens (Superintendent) amends the compensation provisions within paragraph 3 of the July 1, 2010 – June 30, 2013 Superintendent Contract.

By executing this Addendum, it is the intent of the parties to establish a Merit Pay system for the Superintendent, in accordance with section 1250 of the Michigan Revised School Code, in order to provide additional compensation for achieving specific performance objectives which include student growth as a significant factor. Merit Pay is in addition to Superintendent's base salary and in lieu of automatic salary step increases or increments.

The Merit Pay Rubric is tied to the District's Strategic Plan. To that end, each contract year - not later than June 30 - the Board and Superintendent shall establish Strategic Plan Goals to be measured during the following contract year, July 1 - June 1. Merit pay, if earned, shall be paid on or before June 30 of that year, based upon the degree to which mutually agreed upon goals identified within the Merit Pay Rubric have been achieved. If no goals are met, there shall be no merit pay for that year.

Commencing immediately, the Rubric attached as Exhibit A shall hereafter determine Superintendent's eligibility for Merit Pay. During the 2010-2011 school year, however, no Merit Pay shall be awarded; instead, the Rubric shall be operated as a pilot to determine its efficacy and the availability of relevant data on student growth. The parties shall then meet prior to June 30, 2011, to review the Rubric and make such mutually agreed modifications as may be needed to improve efficacy and adjust to the availability of relevant data on student growth. Any modifications to Exhibit A shall be signed by the parties and approved by the Board at an open meeting in June 2011.

Commencing with July 1, 2011, Superintendent shall then be eligible for Merit Pay, to be determined and awarded (if earned) in June 2012, as stated within Exhibit A.

If awarded, the Merit Pay earned according to the Rubric as written shall be paid as a nonelective contribution to the Superintendent's designated 403b account in June 2012. In 2012-2013, for purposes of calculating merit pay, the percentage of merit pay awarded shall be calculated based on the 2012-2013 base salary and the merit pay, if any, awarded in June 2012. See the example within Exhibit A.


This Addendum is subject to amendment by mutual written agreement of the parties. Any amendments shall have prospective effect only and shall be approved by the Board in an open meeting.

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Whereas, the Board has approved this Addendum to Superintendent's Contract on the terms stated herein, the parties hereto sign where indicated to signify their assent.

BOARD OF EDUCATION

Date: January 17, 2011


Anita M. Kerber
Its President

SUPERINTENDENT

Date: January 17, 2011



Chris J. Stephens

EXHIBIT A

Pilot Plan 2010-2011

Merit Pay Rubric

(as of January 17, 2011)

Goal Area	Not Meeting Goal	Partially Meets Goal	Meets Goal	Exceeds Goal
Strategic Plan Goal	Less than 50% Strategic Plan – Annual Building Goal Achieved	50% of Strategic Plan Annual Building Goals Achieved	65% of Strategic Plan Annual Building Goals Achieved	80% of Strategic Plan Annual Building Goals Achieved
State Assessment in Excess of State Average MEAP and MME in Reading and Math at Grades 4, 7, & 11. Growth will be measured based on a rolling back three year average, looking back at the three years completed before the year in which the merit pay is earned.	District maintains 3 year average of Student Achieving proficiency in fewer than four Areas	District maintains 3 year average percent of Student Achieving proficiency in four of six Areas	District score is above three year average percentage in three of the six Areas	District score is above three year average percentage in five or more Areas
Growth in Graduation Rate & College Readiness of Secondary Students ACT College Readiness Scores in Math (22), Science (24), Reading (21), ELA (18). Rates will be measured based on a rolling back three year average, as defined above.	District maintains 3 year average % of students achieving College Readiness in fewer than three Areas	District maintains 3 year average % of students achieving College Readiness in three of the four Areas	District improves % of students achieving College Readiness above the 3 year average in two of the four Areas	District improves % of students achieving College Readiness above the 3 year average in three or more of the four Areas
Evaluation Categories A. Relationship with the Board B. Community Relations	0-6 points	7 – 9 points	10 -12 points	13 – 14 points

C. Superintendent/ Staff relationship D. Business and Finance E. Educational Leadership F. Personal Qualities G. Achievement of Goals Total score possible: 14 Each category is rated: 2 pts for commendable 1 pt satisfactory 0 Needs improvement				
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Merit Pay is earned only if specific performance objectives are achieved.

This Merit Pay Rubric is tied to the District’s Strategic Plan goals and includes student growth as a significant factor. This Rubric provides for additional compensation for the Superintendent in lieu of fixed or automatic annual step or increment increases and is in addition to such base salary increases (if any) that may be approved by the Board on an annual basis.

2010-2011: Pilot Period

During the pilot period, and for the balance of the 2010 – 11 school year, the total amount of the Merit Pay available shall not exceed 0% of Superintendent’s Base Salary.

2011-2012: Merit Pay

Provided that the Board and Superintendent agree in writing prior to June 30, 2011, to extend the Merit Pay Rubric to 2011-2012, the Board and Superintendent shall determine the extent to which the goals have been achieved as of June 1, 2012, and Merit Pay, if earned, shall then be paid in accordance with the Addendum and Rubric, on or before June 30, 2012.

The following amounts, as a percentage of the Superintendent’s 2011-2012 base salary described in his Contract, shall be paid in June 2012 for goals that are partially met, met, or exceeded. If no goals are achieved, there shall be no Merit Pay. If Merit Pay is awarded, payment shall be made as a nonelective contribution to the Superintendent’s designated 403b account.

2012-2013: Merit Pay

In the event that the parties agree to extend the Merit Pay plan for the 2012-2013 contract year, the same process and timelines shall be followed unless the parties otherwise agree in writing on or before June 30, 2012 to modify or cancel the plan.

In June 2013, in the event that Merit Pay is earned, it shall be calculated as a % of the sum of (1) Superintendent's 2012-2013 base salary as described in the Contract and (2) the merit pay, if any, earned and paid in June 2012.

Example

2011-2012

Assume Superintendent partially meets the Strategic Planning goal (.50%), the state Student Assessment (.25%), and growth in graduation rate (.25%), and receives 12 points on his Evaluation (.50%), he shall be entitled to Merit Pay equal to 1.5% of his 2011-2012 base salary in June 2012, payable to a 403 b account.

2012-2013

In the event that Superintendent achieves the same ratings on the merit pay rubric in June 2013, he shall receive 1.5% of the sum of his 2012-2013 base salary plus the June 2012 merit pay.

The following chart identifies the % of merit pay earned based upon the level of goal achievement within the specified goal categories.

Level of Achievement

Goal Category	Partially Meets	Meets Goals	Exceeds Goals
Strategic Planning	.50%	.75%	1.0%
State Student Assessment	.25%	.50%	.75%
Growth In Graduate Rate	.25%	.50%	.75%
Evaluation Categories	.25%	.50%	.75%
TOTAL	1.25%	2.25%	3.25%

Chart A-1 defines the three year average percent of Students Achieving proficiency against which the 2010-2011 goals shall be measured.

Chart A-2 defines the three year average percent of Students Achieving proficiency against which the 2011-2012 goals shall be measured.

Chart B-1 defines the three year average period against which the 2010-2011 growth in graduation rate shall be measured.

**ACT College Readiness (B-1)
Percent of Students Ready
3 Year Average**

	07/08	08/09	09/10	Average
Math	27.3	33.4	35.2	31.9
Science	17.7	21.4	27.1	22.0
Reading	33.4	42.3	38.6	38.1
ELA	44.4	58.3	56.9	53.2

Chart B-2 defines the three year average period against which the 2011-2012 growth in graduation rate shall be measured.