

It is hereby agreed by and between the Board of Education of the Berrien Regional Education Service Agency (hereinafter “Board” or “Berrien RESA”) and **Eric Hoppstock** (hereinafter “Administrator”) that, pursuant to Sections 601a(1)(d), 623(1)(b), 634 and 1229(1) of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on the 19th of May, 2025, has and does hereby employ **Eric Hoppstock** as **SUPERINTENDENT** for a three (3) year period commencing on July 1, 2025, and ending on June 30, 2028 according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of the Superintendent as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

Administrator is subject to assignment and transfer to another position of administrative employment in the Berrien RESA at the discretion of the Board without loss of salary during the term of this Contract.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Berrien RESA during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the Berrien RESA and constantly promote efficiency in all areas of his responsibility.

4. Compensation - The Board will pay Administrator an annual (i.e. July 1 - June 30) salary of One Hundred Ninety Thousand Two Hundred Fifteen Dollars (\$190,215) for 2025/2026. The annual salary shall be paid in equal bi-monthly installments beginning with the commencement of the contract year (July 1, 2025 – June 30, 2026), on the same schedule as all other employees. Upon an “Effective” evaluation the base compensation will increase annually consistent with the raises across the organization. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in the paragraph.

a. Annuity – Superintendent shall receive a contribution in the amount of 15% of salary to a non-elective 403(b) tax deferred annuity of his choosing. Every year of this contract the contribution will increase by 1% of salary. Administrator is responsible for assuring that the annuity contribution is within the pertinent IRS contribution limits.

b. Longevity Pay – To encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent to encourage longevity. The Board shall, during each year of this agreement pay an additional 1% salary for every additional year the Superintendent remains employed with Berrien RESA.

c. Extra Duty - The Board shall provide a sum of \$5,000 to the administrator to be used for

Community Engagement beyond the normal expectations of a Superintendent. Half shall be paid in the first pay in July and the remainder in the first pay in January of each year.

5. The Board hereby retains the right to adjust the compensation of the Administrator during the term of his Contract. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance, overall effectiveness and job accomplishments will be significant factors in determining any adjustment to the Administrator's compensation. Any such adjustments shall not reduce Administrator's compensation below the minimum annual compensation for service prescribed herein above. Any future adjustments to Administrator's base salary shall be determined solely by the Board and be dependent on the Administrator maintaining at least an Effective rating on his annual evaluation. Any increase in compensation shall be equal to the average of other increases across the organization's employee groups, both bargaining and non-bargaining units. Any adjustment in compensation made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

6. Administrator shall be provided use of a Berrien RESA gasoline credit card.

7. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. Vacation days should be used within the fiscal year for which they are made available; however, Administrator may carryover 10 vacation days at the end of the fiscal year and accumulate to a maximum of fifty (50) days. Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Berrien RESA.

8. Administrator's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code. Administrator's performance shall be evaluated by the Board no later than June 30 of each year. This contract shall be extended by one-year if the annual evaluation results in an overall rating of Effective. The Administrator may timely request from the Board an extension of the performance evaluation deadline, if needed.

The Superintendent will be evaluated in accordance with the Revised School Code, Act 451 of 1976, as amended. The Superintendent may appeal a final evaluation rating of "Needs Support" to the Board of Education. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 calendar days after the appeal is submitted, the Board of Education shall provide the Superintendent with written notice that a hearing will be scheduled, in closed or open session, at the election of the Superintendent, to consider the appeal of the Superintendent. The hearing will be scheduled for a date mutually acceptable to the Board and Superintendent within 45 calendar days after the appeal is submitted, unless extended by mutual agreement. At the hearing, the Superintendent may present arguments and supporting documentary evidence in support of the appeal, but no witnesses will be permitted unless the Board finds that special circumstances warrant the testimony of one or more witnesses, in which case the Board, at its discretion, may also hear witnesses other than those called by the Superintendent at such hearing. The Superintendent may be represented by counsel at the hearing at their own expense. The Board will issue its decision on the Superintendent's appeal within 21 calendar days after the conclusion of the hearing, which decision is final and binding.

9. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if Administrator materially breaches the terms and conditions of this Contract or for other causes that are not arbitrary or capricious. The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at its expiration or to non-extension of this Contract during its term, which decisions

are subject to Section 1229 of the Revised School Code and/or are discretionary with the Board.

No termination of the Administrator during the term of this Contract shall be effective until written charges have been served upon the Administrator. He shall have an opportunity for a fair hearing before the Board following service of the written charges. Said hearing shall be public or private at Administrator's option (to the extent permitted by the Open Meetings Act). Administrator may have legal counsel at this hearing at his expense. In the event of termination of Administrator's employment during the term of this Contract, this Contract shall become void on the effective date of termination, and the Board shall have no further obligation hereunder.

The Administrator may unilaterally terminate this Contract upon three (3) months prior written notice to the Board, during which three months, the Administrator shall continue to perform his obligations to Berrien RESA.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

- Health insurance: Self-funded Priority Health or comparable as established by the Board
- Dental insurance: ASR or comparable as established by the Board
- Term life insurance: Two and one-half times compensation
- Vision insurance: ASR or comparable as established by the Board
- Long Term Disability: (Administrator only) as established by the Board
- Upon retirement the District will provide a \$100,000 term life policy that will carry Mr. Hoppstock to the age of 70 as allowed by district carrier and under allowable coverage as an Eligible Retired Superintendent.

Administrator shall be responsible to pay co-pay per month, as determined by the Board, towards the health insurance premium beginning July 1, 2025 and continuing through June 30, 2028, and consents to payroll deduction of those amounts. This amount may be adjusted annually.

11. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.

The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Berrien RESA, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

12. Administrator is entitled to the holidays established by the Board at its annual organizational meeting.

13. Administrator shall be entitled to earn twelve (12) sick days per contract year (July 1-June 30). Unused sick leave days shall be cumulative to a maximum of ninety (90). Administrator shall have the annual opportunity to redeem up to ten (10) unused sick days per contract year at Administrator's full daily rate. (Total comp ÷ 217 = daily rate.)

14. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) workday unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

15. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the Berrien RESA. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

16. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

17. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while he is engaged in the performance of a governmental function and is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting the defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that litigation is brought against the

Administrator which is excluded from insurance coverage, the Board agrees, on a case-by-case basis, to consider providing legal defense and/or indemnification to the Administrator to the extent authorized under MCL 691.1408 and MCL 380.601a(1)(d).

18. Administrator shall be reimbursed for travel (excluding expenses pre-paid or reimbursed under paragraph five of this agreement), meals, and lodging in accordance with expense and reimbursement standards and procedures established by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses.

Membership fees or dues for membership in appropriate professional organizations and local service clubs shall be paid by the Board. Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board, after submission of an itemized account of his expenses.

19. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

20. If any provisions of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

21. This Contract is executed on behalf of Berrien RESA pursuant to the authority granted as contained in the resolution of the Board adopted on May 19, 2025, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ADMINISTRATOR

Date: 6.16.25


Eric Hoppstock

BERRIEN REGIONAL EDUCATION SERVICE
AGENCY BOARD OF EDUCATION

Date: 6-16-25

By 
President (for the Board)

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