

SUPERINTENDENT CONTRACT ADDENDUM

THIS ADDDENDUM, is made and entered into in Hazel Park, Oakland County, Michigan, this _____ day of June, 2016 by and between the School District of the City of Hazel Park, a Michigan general powers school district whose offices are located at 1620 E. Elza, Hazel Park Mi. 48030. (hereinafter the "School District"), and Amy Y. Kruppe, (hereinafter "Superintendent"). **The effective date of this agreement shall be July 1, 2016**

IT IS AGREED:

That the School District entered into an employment agreement with Dr. Amy Kruppe on May 18, 2015 and Dr. Kruppe was hired to serve as Superintendent for the School District. A contract of employment was entered into on that date. **(See Attached Superintendents Contract of Employment).**

The parties wish to modify the terms of the original stated contract as set forth herein. Therefore, in consideration of the mutual promises herein , the parties, intending to be legally bound, hereby agree that the following constitutes a modification of the terms and conditions of the stated contract.

1. **MODIFICATION OF TERM** - The original agreement specified a termination date of **June 30, 2018**, The School District and the Superintendent agree to an extension of the term of employment to **June 30, 2021**.
2. **AMENDMENT OF BENEFITS** - During the remaining term of the Contract, the Superintendent shall be provided 12 "sick days" per year. These days can be rolled over into subsequent years without written School Board approval however the Superintendent shall receive no compensation, remuneration or pay out for any unused "sick days" at the end of Superintendents employment by the District.

3. **SALARY MODIFICATION** - The Superintendent base salary shall be increased 1.5%, with a new annual salary of \$142,100 (**One Hundred and Forty-Two Thousand, One Hundred Dollars**) per annum payable in biweekly equal installments.

4. **TOTALITY OF TERMS** - This Contract contains all of the terms agreed by the parties with respect to the Additions, and Modifications of the existing Contract and supersedes any conflicting language contained within the initial agreement and any other prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

5. **CONFLICT** - In the event of any conflict between the terms, conditions, and provisions of the Contract and any of the Board's policies or any permissive State or Federal law, the terms of this Contract shall take precedence over the contrary provisions of Board policy or State and Federal permissive law, unless otherwise prohibited by law.

6. **SAVINGS CLAUSE** - If during the term of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the Contract not affected by the ruling shall remain in force.

7. **PRECEDENCE** - All the terms and conditions contained in the original contract shall remain in full force and effect during the entire term of the agreement, through **JUNE 30, 2021**.


To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.



NAME
Superintendent of Schools - Amy Y. Kruppe

HAZEL PARK SCHOOL DISTRICT

By: 

NAME
President, Board of Education - Rachel Noth



Witness Date



Witness Date

HAZEL PARK SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

1. THIS CONTRACT ("Contract"), is made and entered into in Hazel Park, Oakland County, Michigan, this 18TH day of May, 2015 by and between the School District of the City of Hazel Park, a Michigan general powers school district whose offices are located at 1620 E. Elza, Hazel Park Mi. 48030. (hereinafter the "School District"), and Amy Y. Kruppe, (hereinafter "Superintendent").

IT IS AGREED:

2. **EMPLOYMENT** - The School District hereby employs Superintendent and Superintendent agrees to work for the School District for a term commencing on July 1, 2015 and extending through June 30, 2018. Superintendent shall advise the Board of Education, in writing, at least six (6) months in advance of her intention to resign her employment within the term of this Contract as originally agreed to or as may be extended by later amendment. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.

3. **DUTIES** - Superintendent agrees to serve the School District and perform the duties in her capacity as Superintendent as directed by the Board of Education for the School District and as required by the laws of the State of Michigan Superintendent further agrees to obey and fulfill all lawful bylaws, policies, rules and regulations as established by the Board of Education of the School District from time-to-time and to carry out the School Districts programs and policies during the entire term of this Contract.

4. **SALARY** - The School District shall pay the Superintendent a salary of \$140,000 (One Hundred and Forty Thousand Dollars) per annum, payable in biweekly equal installments. Superintendent's salary may be adjusted by written agreement between the Superintendent and the Board of Education.

5. **WORK YEAR** - Superintendent shall perform her duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30) as required by this Contract, subject to applicable vacation, sick leave and holidays. Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in appropriate School District functions or, on occasion, other civic activities having relation to the School District's interests within the community served by the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendances.

6. **QUALIFICATIONS** - The Superintendent shall possess and maintain throughout the term of this Contract all certification(s) and continuing education requirements required of a superintendent per the Michigan Revised School Code, or any successor statute thereto.

7. **TENURE** - It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any other administrative capacity by virtue of this Contract of Employment. Tenure may be obtained only in the capacity of a classroom teacher and consistent with the Teachers' Tenure Act.

8. **EVALUATION** - The Board of Education shall evaluate the Superintendent in writing before June 1 of each fiscal year, commencing in 2016 based upon a written set of reasonable performance standards ("Performance Standards"). The evaluation shall be presented to and discussed with Superintendent by the President of the Board of Education. The Board of Education and the Superintendent shall meet annually prior to the beginning of the school year to discuss and collaboratively create reasonable Performance Standards and any associated rubric for said year. However, the School Board has final authority for adoption of reasonable performance standards that consider both historic academic performance within District and reasonable expectations for improved academic performance. Performance Standards shall also consider District finances and any impact District finances may have on desired outcomes. The Performance Standards and associated rubric shall be reduced to writing and

signed by the President of the Board of Directors and the Superintendent. It is the intention of the parties that the Performance Standards shall be reasonable, The evaluation shall address and be partially based upon the Superintendent's success or failure in regard to the Performance Standards adopted.

9. **CONFLICT OF INTEREST** - Superintendent shall faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by applicable law. Superintendent shall not directly or indirectly acquire or otherwise possess any interest which is adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the Board of Education for its review and reasonable disposition, which disposition by the Board of Education shall be controlling and complied with by Superintendent within a reasonable period of time following the written disposition of the Board of Education given the nature of the interest.

10. **OTHER WORK** - Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner materially impinge upon time and effort required to be exerted by Superintendent in the discharge of her responsibilities under this Contract, unless the Board of Education gives its prior written consent to such activities.

11. **EXPENSES** - Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Subject to approval in advance of such activity or conference by the President of the Board of Education, Superintendent shall be reimbursed, consistent with Board policy, for the reasonable costs of registration, long-distance travel and lodging in connection with such attendances and participations. Superintendent shall be reimbursed, consistent with Board policy for the reasonable costs incurred in attending and participating in local professional activities and conferences as she may deem to be appropriate on behalf of the School District. Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state

income tax reporting purposes. The Board shall incur all reasonable expenses associated with Superintendent's district provided cell phone.

12. **BUSINESS EXPENSES** – In addition to the expenses contemplated by Sections 11 and 13, Superintendent shall receive \$400 (four hundred dollars) per month from the School District for school business related expenses including but not limited to the ownership, lease or operation of an automobile for the purpose of traveling to the various school buildings and facilities of the School District, as well as to attend out-of-district conferences and meetings in the course of her duties. The use or expenditure of the monthly stipend is entirely within Superintendents discretion.

13. **MEMBERSHIP DUES** - Subject to the Board of Education's prior approval, the School District shall pay the reasonable cost of Superintendent's membership in educational, professional and local civic organizations.

14. **BOARD MEETINGS** - Among her other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

15. **DISABILITY** - Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall be terminated. Likewise, if it becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall be

terminated. This provision shall not in any way derogate from any long term disability benefits that apply by operation of other provisions of this Contract.

16. **RETIREMENT** - The School District shall assume full costs of the employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of Superintendent, as may be required by law.

17. **VACATION** - The Superintendent shall be annually entitled to twenty-five (25) business days of vacation, of which 2 weeks (10) business days shall be taken during either the School Districts' Christmas, winter or spring vacation weeks. Upon the Superintendents separation from employment with the School District the Board shall pay all unused and accumulated vacation days at a per diem rate of (1/260th) of the Superintendents final annual salary. Separation from the district shall include death, incapacity, retirement or resignation.

18. **INSURANCE AND OTHER BENEFITS** - The School District shall provide Superintendent with the same insurance and other employee benefits as set forth in the employee benefit provisions authorized by the School Board for Central Office Administrators, including sick leave, medical, vision, dental insurance and long-term disability insurance. Reimbursement for unused accumulated sick leave days shall be capped at 30 days upon the Superintendents separation of employment from the District. Additionally, the School District shall contribute \$20 (Twenty dollars) per month toward a supplemental life insurance plan of the Superintendents choosing, which shall be in addition to any death or disability insurance that may be provided in the central administrators insurance coverage plans.

19. **LIABILITY INSURANCE** - The Superintendent shall be provided at School District expense, the same level of liability insurance coverage (basic, director and officer and errors and omissions) as is, or may hereafter be provided to the Board of Education and its members in connection with the performance of her duties as Superintendent.

20. INDEMNIFICATION – To the extent permitted by law, the District will defend the Superintendent and indemnify and hold the Superintendent harmless from any and all claims, judgments, liabilities, costs and actual attorneys' fees, of a civil nature and not including criminal matters, arising from or relating to actions taken or decisions made in good faith and reasonably within the scope of her employment. The Superintendent shall give the Board notice of any claim for defense and indemnification promptly upon knowledge of any possible claim. The Board, working with the applicable insurance carrier, will have the right to appoint the attorney and conduct the defense of any such claim. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any such claim, then this paragraph of the Contract shall become null and void. The paragraph survives the termination and expiration date of this Contract.

21. TERMINATION OF CONTRACT - In addition to any other rights the School District may have, by law or under this Contract, this Contract may be terminated at any time during its term by the School District if the Superintendent materially breaches any term of this contract or for Cause. For purposes of this Contract the term "Cause" as used in this Agreement shall mean Superintendent's (a) willful personal dishonesty, (b) incompetence, (c) willful misconduct, (d) breach of a duty involving personal profit, (e) failure to perform stated duties, (f) willful violation of any law, rule, regulation (other than traffic violations or similar offenses), (g) final cease-and-desist order, (h) material breach of any provision of this Contract, (i) conviction of a felony, or (j) unprofessional conduct. In determining "incompetence," the Superintendent's acts or omissions shall be measured against standards generally prevailing in public education industry in the State of Michigan. In determining "willfulness," no act or failure to act on Superintendent's part shall be considered "willful" unless done or omitted to be done by Superintendent without reasonable belief that her action or omission was in the best interests of the School District. Upon any such event, Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a midterm termination and shall be provided an

24. **TOTALITY OF TERMS** - This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

25. **CONFLICT** - In the event of any conflict between the terms, conditions, and provisions of the Contract and any of the Board's policies or any permissive State or Federal law, the terms of this Contract shall take precedence over the contrary provisions of Board policy or State and Federal permissive law, unless otherwise prohibited by law.

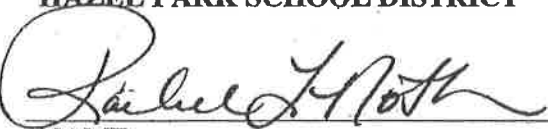
26. **SAVINGS CLAUSE** - If during the term of this contract, it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the Contract not affected by the ruling shall remain in force.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

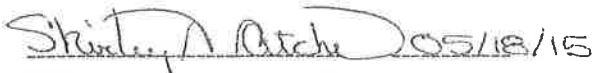


NAME
Superintendent of Schools - Amy Y. Kruppe

HAZEL PARK SCHOOL DISTRICT

By: 

NAME
President, Board of Education - Rachel Noth


Witness Date


Witness Date

opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at Superintendent's option.

22. **ARBITRATION CLAUSE** - The undersigned parties agree to submit to arbitration administered by the American Arbitration Association. In the event Superintendent elects to contest the Board of Education's disposition in regard to a termination of this Contract pursuant to Section 21, following the contemplated hearing, the Superintendent shall have the right, exclusive of any other rights or remedies available to the Superintendent at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which the issue may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules.

23. **NONRENEWAL OF CONTRACT** - As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2018 Superintendent acknowledges that she has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board of Education for the School District and the process therefore is governed by Section M.C.L. 380.1229 of the Revised School Code. Superintendent shall inform the members of the Board of Education, in writing, no later than February 1, 2018, of their opportunity to provide timely notice of non-renewal of this Contract.