

HAZEL PARK SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made and entered into in Hazel Park, Oakland County, Michigan, 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 Dr. Amy Y. Kruppe, (hereinafter "Superintendent").

IT IS AGREED:

1. **EMPLOYMENT TERM** - The School District hereby employs Superintendent and Superintendent agrees to work for the School District for a term commencing on July 1, 2024, and extending through June 30, 2029, unless otherwise terminated under the terms and conditions stated herein. Superintendent shall advise the Board of Education six (6) months in advance of her intention to terminate 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.

2. **DUTIES** - The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Superintendent further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent agrees to devote substantially all of her business time,

attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **SALARY** – The School District shall pay the Superintendent a salary of **\$180,333.94 (One Hundred Eighty Thousand Three Hundred Thirty Three and 94/100** per annum, payable in biweekly equal installments. Superintendent's salary may be adjusted as otherwise agreed by the Superintendent and the Board of Education.

4. **MERIT/PERFORMANCE-BASED PAY** –The Superintendent shall be eligible for merit/performance-based pay as follows. If the Board gives the Superintendent an overall performance rating of “Effective” on her final annual evaluation, then the merit pay shall be an amount equal to \$3,000 (Three Thousand Dollars). Any such merit pay shall be paid no later than June of each fiscal year. The Board and the Superintendent will agree to establish up to three annual goals that will be included as a portion of the annual evaluation of the current approved evaluation tool; however, in the absence of agreement between the Board and the Superintendent, the Board will establish the goals. In the event that the Superintendent has received an overall performance rating of “Highly Effective” (for years prior to July 1, 2024) and/or “Effective” (for years beginning on or after July 1, 2024) on three consecutive annual evaluations by the Board, and the Board decides to conduct the following evaluation biennially instead of annually, the Superintendent shall be deemed to have be rated “Effective” for the skipped year in which no actual evaluation was conducted, and thus will be eligible to receive merit/performance-based in the amount of \$3,000 (Three Thousand Dollars) for that year.

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), less applicable vacation, leave, and holidays as defined in the District's calendar approved by the Board of Education. Superintendent shall be expected

to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the community serviced 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), qualifications, and continuing education requirements required by the State of Michigan to serve as the District's Superintendent of Schools.

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 Superintendent's performance shall be evaluated by the Board in accordance with section 1249b of the Revised School Code. If the Superintendent has been rated as "Highly Effective" (for years prior to July 1, 2024) and/or "Effective" (for years beginning on or after July 1, 2024) on three consecutive annual evaluations by the Board, the Board may conduct the following evaluation biennially instead of annually. However, if the Superintendent is not rated as "Highly Effective" (for years prior to July 1, 2024) and/or "Effective" (for years beginning on or after July 1, 2024) on one of the biennial evaluations, the Superintendent shall again be provided with annual evaluations. Such evaluation shall be in compliance with section 1249b of the Revised School Code, will include an assessment of: the progress toward the educational goals of the District, the working relationship between the Board and the Superintendent, and the Board's directions to the Superintendent. The Board will grant a request by the Superintendent to meet to discuss her written evaluation in a manner consistent with the

requirements of Michigan's Open Meetings Act. The Board of Education and the Superintendent shall meet annually prior to the beginning of the school year to discuss and determine performance standards for said year.

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 law. Superintendent shall not directly or indirectly acquire or otherwise possess any interest 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 disposition, which disposition shall be controlling and complied with by Superintendent.

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 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 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 Board of Education, Superintendent shall be reimbursed, consistent with Board policy for the reasonable costs of 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 cell phone use.

12. **BUSINESS EXPENSES** - Superintendent shall receive \$400 (four hundred dollars) per month 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 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) days vacation. The Superintendent may only accumulate up to a maximum of 35 unused vacation days, and may elect for up to 10 of the unused vacation days to be placed in a Board-paid tax-sheltered annuity plan each year. Upon the Superintendents separation from employment with the School District the Board shall pay all unused 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. **SICK LEAVE AND BEREAVEMENT** - 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. The School District shall provide Superintendent with the bereavement leave days as set forth in the fringe benefit provisions authorized to Central Office Administrators.

19. **INSURANCE** - The School District shall provide Superintendent with the same insurance benefits as set forth in the fringe benefit provisions authorized to Central Office Administrators, including medical, vision, dental insurance and long-term disability insurance. However, the District shall continue to pay the full cost of the Superintendent's medical insurance premium, until such time that the District is at risk of failing to comply with PA 152, in which event the District shall only contribute the applicable PA 152 hard cap amount towards the Superintendent's medical insurance premium cost, with

the Superintendent paying for the balance. Additionally, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff. Additionally, the School District shall contribute \$20 (Twenty dollars) per month toward a life insurance plan of the Superintendents choosing, this shall be in addition to any death or disability insurance that may be provided in the central administrators' insurance coverage plans.

20. **LIABILITY INSURANCE** – The Superintendent shall be provided at School District expense, the same level of liability insurance coverage (basic 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.

21. **INDEMNIFICATION/ HOLD HARMLESS** –To the extent permitted by law, for any action or non-action taken by the Superintendent, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment, such liability coverage is within the authority of the District to provide under state law, and does not result in a criminal conviction; it is further understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against her. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable and in effect even after the Superintendent terminates her employment with the District.”

22. **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 performs any act which substantially inhibits her ability to discharge her duties as Superintendent including but not limited to a) incompetence, b) immorality, c) intemperance, d) conviction of a felony, e) neglect of duty, f) unprofessional conduct, g) physical or mental incapacity, or any other reason that constitutes just cause. In such event, Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a midterm termination and provided an 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.

23. **ARBITRATION CLAUSE** - The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Contract will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Superintendent and the District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the District acknowledge and agree this paragraph of this Contract precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury. The parties shall split the cost of arbitration and the parties stipulate that this provision is not an employer sponsored plan.

24. **LIMITATIONS ON ACTIONS** -- Notwithstanding the foregoing, any action or suit by the Superintendent concerning anything related to the employment relationship with the District shall be commenced within six (6) months of the occurrence of said alleged cause of action. The Superintendent hereby waives any statute of limitations granting a greater time to bring said claim. Any claim not

commenced within six (6) months of the alleged cause of action shall be barred. For purposes of this subparagraph, the term “commenced” means “filing a summons and complaint with the court having jurisdiction or filing written complaint or charge with the appropriate administrative agency.”

25. **NONRENEWAL OF CONTRACT** – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2029. 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, 2029, of their opportunity to provide timely notice of non-renewal of this Contract.

26. **TOTALITY OF TERMS** - This Contract is the parties’ entire agreement as of July 1, 2024 (as the Superintendent shall continue under the current employment agreement until this new Agreement takes effect on July 1, 2024) and supersedes any other agreement or understanding, verbal or written, and may not be modified or rescinded except by another written agreement signed by the Superintendent and approved by the Board in compliance with the Open Meetings Act.

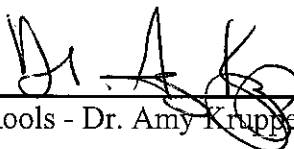
27. **GOVERNING LAW**, This Contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

28. **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.

29. **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.


30. **MPERS RETIREMENT CONTRIBUTIONS**: The School District shall, on behalf of the Superintendent, contribute to the Michigan Public School Employees' Retirement System (MPERS), pursuant to the Public School Employees Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law. The Superintendent and School District agree that all items under the salary and compensation sections of this contract are direct compensation for duties of the role served by the Superintendent in the District, and the School District shall pay all applicable MPERS costs on these items. If at any time there is a reimbursement from the Office of Retirement Services (ORS), which is the state agency which administers MPERS, for contributions made from salary or wages in this contract, or reimbursements from the ORS not yet paid from the previous contracts entered into between the parties, they will all be paid back (both employer and employee contributions) to the Superintendent through a 403(b)/401(a) plan with no cash option given. If, in any year, the contributions in this section, when added to other tax-sheltered annuity contributions of the Superintendent or otherwise set forth in the employment contract between the Superintendent and School District, would cause an excess of the IRC 415(c) limit, the contributions in this section will be made in subsequent years."

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as indicated below. This Agreement shall go into effect on July 1, 2024.




Superintendent of Schools - Dr. Amy Kruppe Date

HAZEL PARK SCHOOL DISTRICT



President, Board of Education - Rick Nagy Date

3/4/24



Secretary, Board of Education - Melissa Baldwin Date

3/4/24