

CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Northport Public School District (hereinafter "Board") and Jeff Tropf (hereinafter "Superintendent") that pursuant to Section 1229 (1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 8th day of December, 2008, has and does hereby employ Jeffrey L. Tropf for a 3 ½ year period commencing on January 26, 2009 and ending on June 30, 2012, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform such duties as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. The Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent 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. The Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent 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 School District during the entire term of this Contract. Superintendent agrees to devote substantially all of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.
4. The Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Thousand Dollars (\$100,000.00) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days annually exclusive of eleven (11) paid holidays. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.

6. The Board of Education shall devote a portion or all of one meeting prior to November 1st and April 1st of each contractual year to:
 - A. Discuss the working relationship between the Superintendent and the Board of Education.
 - B. Evaluation of the Superintendent's performance.
 - C. Assessment of the performance of the Board.
7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day periods to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, it may require a second opinion, at Board expense.

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

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Superintendent shall provide to the Board a fitness for duty certification from Superintendent'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.

9. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she 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 School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent 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 Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Superintendent 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, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent 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.
11. The Board authorizes payment for full family health and hospitalization, vision, dental, long-term disability and life insurance policies of the Superintendent similar to that provided at minimum for the teachers of the District. The Board further authorizes full payment for a term life insurance policy for the Superintendent at a face value of \$100,000 through a carrier selected by the Board. In the event the Superintendent chooses not to select any of the benefits stated in this section, the Superintendent may have the Board's cost of any unselected benefit paid to an annuity of the Superintendent's choosing. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
12. If Superintendent is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days for absence due to personal illness or disability of Superintendent. No payment shall be paid for unused sick time.
13. The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.
14. The Superintendent shall be provided liability coverage under the school's general liability and Errors and Omissions Insurance Policy.

15. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent 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 Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

No amendment to or modifications of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.

16. In any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

17. Superintendent agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

18. This Agreement is executed on behalf of the Northport School District pursuant to the authority granted as contained in the resolution of the Board adopted on December 8th, 2008, 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.

Date: _____

Superintendent

Northport Public School Board of Education

Date: _____

By _____
President

By _____
Secretary