

CONFIDENTIAL

LENAWEE INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, entered into this first day of July 2011, between the Lenawee Schools Intermediate School District Board of Education, hereinafter called "Board," and James D. Philp, hereinafter called "Superintendent."

WITNESSETH:

1. CONTRACT PERIOD

The Board agrees to employ the Superintendent as superintendent of its schools for the term of three years from July 1, 2011 to and including June 30, 2014.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the board, the contract shall be deemed to have been renewed for an additional year.

2. DUTIES

The Superintendent agrees to perform the duties of superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the state.

3. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal bi-weekly installments. Compensation for the contract year 2011-2012 shall be the annual salary of \$117,692, which shall be reviewed by June 30, 2012; and thereafter on an annual basis and is subject to upward revision by agreement of the parties. By June 30, 2012 and no later than June 30th each year thereafter, the Superintendent will receive, as additional compensation, a non-elective, employee-paid tax sheltered annuity of no less than \$10,000.

4. FRINGE BENEFITS

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

- a. The Superintendent shall be entitled to 18 days vacation each year at a time mutually agreeable to both parties. Vacation can be accrued for up to 18 months. Vacation days set to expire after the 18-month period will be reimbursed to the Superintendent at the current per diem rate at the time they were earned. At the end of the Superintendent's employment, for whatever reason, unused vacation days will be paid at the Superintendent's current per diem rate.
- b. The Superintendent shall select Insurance Plan A, B, or C, or a cash-in-lieu amount of \$8,000, which is at Board expense. The Board, at its expense, will provide the Superintendent the option of an annual comprehensive physical and medical examination.
- c. The Superintendent shall be granted 11.5 days sick leave per year, cumulative to 255 days. The Superintendent shall be paid for unused sick days per Employee Representative Committee (ERC) guidelines.
- d. The Superintendent shall be entitled to two non-cumulative (2) personal business days per year. Any unused personal business days shall be added to sick leave.
- e. The Superintendent will be provided a long-term disability insurance. Such plan shall provide an insured income continuation plan for disability extending beyond the Superintendent's accumulated sick leave. The plan shall guarantee continuation of sixty percent (60%) of salary as per standard insurance industry norms, offsets, and limitations.
- f. Membership dues for local, state and national professional associations, as well as service club dues, shall be paid by the Board.
- g. The Board, upon request of the Superintendent, shall defer an amount specified by the Superintendent from the Superintendent's annual gross salary into a deferred compensation plan.
- h. Other fringe benefits shall be provided as specified, for other district administrators, in the Board's "Personnel Positions - Wages, Salaries and Fringe Benefits" booklet and "Employee Handbook" as approved by the Board annually.

- i. Travel for school business will be reimbursed at the IRS rate per mile.
5. For each year of the Superintendent's contract, the Superintendent's salary increase will be no less than the percentage of increase of the highest employee unit.
6. The Superintendent shall be subject to discharge for good and just causes, but the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served on him and he shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. At such hearing, he may have legal counsel at his own expense.
7. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the above-described position or any other administrative position.
8. In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.
9. The Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of the Superintendent's choosing.
10. The Superintendent shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expense incurred on behalf of the Board, which are consistent with Board policy.
11. In the event that this contract is terminated by the Board for other than just and reasonable cause, the salary provided for herein shall be continued until the end of the contract period.
12. It is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan if such certificate is required and issued by the State of Michigan. The Superintendent hereby agrees to devote this time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
13. It is agreed that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the

assistance of his staff; the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff; and the Board of Education, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

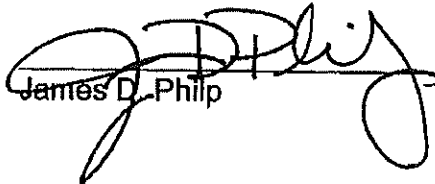
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

LENAWEE SCHOOLS INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

PRESIDENT:


Howard Keller Date 6-30-11

SUPERINTENDENT:


James D. Philp Date 6/30/11

**ADDENDUM TO
SUPERINTENDENT'S CONTRACT**

Recitals

WHEREAS, the Lenawee Schools Intermediate School District Board of Education ("Board") and James D. Philp ("Superintendent") are parties to a Contract of Employment that covers the period commencing July 1, 2011 to and including June 30, 2014; and

WHEREAS, pursuant to subparagraph 4h of that Contract of Employment, the Board and Superintendent intended that the Superintendent receive a \$2,000 contribution to a 403b annuity or 457 Plan for each year covered by the Contract and extensions of the Contract, and that the \$2,000 contribution be considered as additional compensation; and

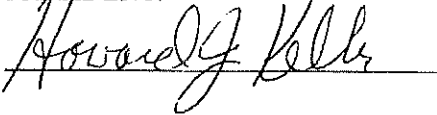
WHEREAS, this Addendum is entered into to assure that the aforementioned annual \$2,000 contribution is made for each of the years covered by the Contract of Employment and extensions of the Contract, and that the aforementioned \$2,000 annual contribution is considered to be additional compensation.

NOW, THEREFORE, BOARD AND SUPERINTENDENT AGREE that (1) pursuant to the Contract of Employment between them for the period commencing July 1, 2011 to and including June 30, 2014, the Superintendent is entitled as additional compensation to receive an annual contribution to a 403b annuity or 457 Plan in the amount of \$2,000 and that this Addendum is entered into as a clarification of contractual intent, rather than a substantive change, and (2) if the aforementioned Contract of Employment is extended the aforementioned \$2,000 annual contribution shall be made each school year covered by the extension(s) unless the Contract of Employment is amended to expressly state otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

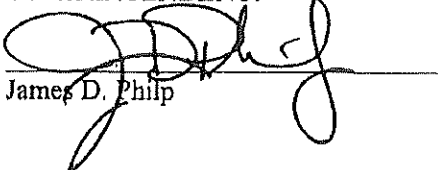
LENAWEE SCHOOLS INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

PRESIDENT:



Date: June 4, 2012

SUPERINTENDENT:


James D. Philp

Date: JUNE 5, 2012