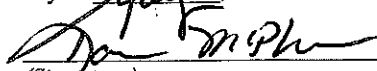


OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
Administrative Staff Employment Contract (Superintendent)

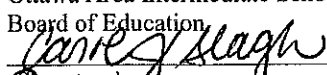
THIS CONTRACT, between the OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION ("Board") and **Karen McPhee** ("Employee"), is made with respect to the following provisions:

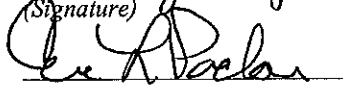
1. **Contract Period:** This Contract covers Employee's employment with the Board during the contract term beginning: **July 1, 2012** and ending: **June 30, 2015**.
2. **Qualifications/Assignment:** Employee represents that he/she holds all certification and qualifications required by law or policy for the administrative staff assignment of: **Superintendent**. This Contract shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked. Employee is subject to assignment and/or transfer at the discretion of the Board or its authorized administrators.
3. **Employment Duties:** Employee shall comply with all applicable requirements and provisions of The Revised School Code ("School Code"), of any other law, rule or regulation, and of all rules, regulations, policies or directives of the Board (whether issued by the Board or its authorized administrators); and Employee shall conscientiously perform all duties and responsibilities of his/her assignment(s), whether prescribed by law, by the Board, or by its authorized administrators.
4. **Non-Tenure:** Employee shall not gain tenure in any administrative position or capacity.
5. **Compensation:** Board shall pay Employee, for services performed pursuant to this Contract, an annual salary in the amount and in the manner prescribed below:
 - Base Salary: **\$171,770**
 - Method: In 26 installments beginning with the first pay period in: **July, 2012**
 - Tax-Deferred Annuity: As further compensation for services performed pursuant to this Contract, the Board shall, during each year of this Contract (i.e. July 1 through June 30), pay the sum of: **\$25,000** directly into a tax-deferred annuity (of Employee's choosing) on Employee's behalf and for Employee's benefit. Said sum shall be paid in four installments as follows: **\$6,250** shall be paid in July, October, January, and April of each such year.
 - Merit Pay: As further compensation for services performed, merit pay will be awarded per parameters established by the board and described in an addendum to this contract.
6. **Other Benefits or Provisions:** In addition to the foregoing, Employee shall receive and/or be subject to the following:
 - Mileage Reimbursement: Per IRS (max. rate allowed without taxation).
 - Vacation: 25Days. Personal Days: 3
 - Benefits: Per Board approved benefit schedule for administrative staff.
 - Other (if any specify here or on attached exhibit): **\$200,000** life insurance
 Eligibility for and payment of benefits shall be subject to such terms and conditions as Board and/or the insurance program/carrier may prescribe.
7. **Void/Termination:** Pursuant to Section 634(7) of the School Code, Employee is expressly prohibited from engaging in any conduct involving moral turpitude; and Board may void this Contract in the event of such conduct. Furthermore, this Contract is subject to termination by Board at any time for just and reasonable cause.
8. **Renewal/Non-Renewal:** Board may (but need not), in its sole discretion, renew (reissue) this Contract on an annual basis. This Contract shall, however, be subject to renewal and/or non-renewal in accordance with the terms and conditions prescribed in Section 1229 of the School Code.
9. **Entire Agreement:** This Contract represents the entire agreement between the parties and supersedes any and all previous agreements between them.

IN WITNESS WHEREOF, Employee
has executed this Contract this 19
day of July, 2012.


(Signature)
2921 Rolling Hills Ct.
Hudsonville, MI 49426
616-669-7957

IN WITNESS WHEREOF, Board
has executed this Contract this 19
day of July, 2012.

Ottawa Area Intermediate School District
Board of Education

(Signature), Its President


(Signature), Its Vice President