Okemos Public Schools ADMINISTRATIVE CONTRACT Amended June 28, 2010

THIS AGREEMENT, entered into on the 28th day of June, 2010, between the OKEMOS BOARD OF EDUCATION, hereinafter called the "Board", and **Dr. Catherine Ash**, hereinafter called the "Administrator".

WITNESSETH:

- 1. The Board agrees to employ the Administrator as Interim Superintendent of Schools with continuing responsibilities for Human Resources, for the term of one (1) year from July 1, 2010 to and including June 30, 2011. The Board also agrees to employ Administrator as an administrator (Deputy Superintendent) for the term of two (2) years from July 1, 2011 to and including June 30, 2013. The Administrator shall be employed to work for a period of 260 days each fiscal year.
- 2. The Administrator hereby accepts said employment for said term(s) and represents to the Board that she is qualified under the laws of the State of Michigan to serve as an administrator in the capacities of Interim Superintendent of Schools and Deputy Superintendent.
- 3. The Board agrees to pay the Administrator for her services during each year of said contract in equal bi-weekly installments. Compensation for the 2010-11 school year shall be \$147,755.00. The salary of the Administrator for succeeding years shall be determined prior to July 1 of each year, and the salary for the 2011-12 school year shall not be less than \$125,107.00 assuming the Administrator resumes all duties presently within her responsibilities as Deputy Superintendent (\$125,107.00 being what Administrator would have been paid as salary for the 2010-2011 school year had she been employed as Deputy Superintendent for that school year).
- 4. The Administrator shall receive all leave privileges, insurance and fringe benefits, and such other benefits as are specified in the Association of Okemos Administrators' Collective Bargaining Agreement, except as otherwise specified in this Agreement.
- 5. It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in an administrative position.
- 6. Vacation is to be 23 days per contract year at a time that is mutually agreeable to the parties. Upon Administrator's retirement from the Okemos Public Schools, Administrator shall be paid for her unused vacation days at her then current per diem rate. There shall be no limit upon the number of unused vacation days for which Administrator is paid upon her retirement.

(continued)

7. Additional contract provisions:

Workdays – attendance on workdays between Christmas/New Years and spring break shall be optional and at the Administrator's discretion.

Responsibility Stipend - \$8,700 per year for travel within the Ingham Intermediate District during the 2010-11 school year, and for the 2011-12 school year shall be not less than \$4,658 (\$4,658 being what Administrator would have been paid for travel for the 2011-13 school years had she been employed as Deputy Superintendent for those school years).

Doctorate - not less than \$1,400

Longevity - not less than 3,464

Term Life Insurance - to be provided in an amount equal to three times (3x) annual salary.

This Agreement supercedes and replaces any existing contract related to terms of employment between Administrator and the Board.

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

OKEMOS BOARD OF EDUCATION

Ron Stylen President

ADMINISTRATOR

Catherine Ash, PH

copy: Personnel File

Payroll

Administrator

OKEMOS PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

It is hereby agreed by and between the board of Education of Okemos Public Schools, Ingham County, Michigan (hereinafter "Board") and Catherine J. Ash, PHD, (hereinafter, "Superintendent"), that pursuant to section 1229(1) of the Revised School Code the Board, in accordance with its action as found in the minutes of its meeting held on the 22nd day of November, 2010, employ Catherine J. Ash, PHD, as Superintendent of Schools for the period commending the 1st day of December 2010 and ending on the 30th day of June, 2013. It is agreed between both parties that the contract may be extended or terminated as hereinafter provided.

QUALIFICATIONS AND DUTIES

- It is agreed that Catherine J. Ash shall perform the duties of Superintendent of Schools for Okemos Public Schools (hereinafter "District"), as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent agrees to devote substantially all of her business time, skill, effort, ability, labor and attention to competently and proficiently fulfilling the duties and responsibilities of the position of Superintendent. Superintendent agrees to faithfully perform those duties assigned by the Board. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and carry out the educational programs and policies of the District during the entire term of this contract.
- 2. Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education. Further, Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position of Superintendent of Schools as are or may be required by law and/or by the Michigan State Board of Education.
- 3. It is expressly understood that this contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity be deemed a breach of this agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
- 4. Subject to Board approval, the Superintendent will have freedom to organize, reorganize, and arrange the administrative and supervisory staff, which in her judgment best serves the Okemos Public Schools. The administration and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff subject to approval of the Board. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent and her staff, subject, however, to the approval of the Board.

EVALUATION

5. In August of each school year the Board and Superintendent shall meet to establish goals for the Superintendent for the upcoming year. The Board shall evaluate the Superintendent's performance annually, not later than March 31. In the event the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall meet

with the Superintendent to review her performance. If requested by the Superintendent, the Board shall describe in writing in reasonable detail and specific instances of unsatisfactory performance. The evaluation may include recommendations as to the areas of improvement in all instances where the Board deems the performance to be unsatisfactory.

COMPENSATION AND FRINGE BENEFITS

6. Superintendent is employed on the basis of Fifty-two weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year.

For the period from December 1, 2010 through June 30, 2011, the Superintendent shall be paid at an annual (12 month) salary rate of \$147,755.00 (prorated for the current fiscal year to reflect the number of work days included in this time period) in consideration of her performance requirements and expectations of the Board. The Superintendent salary for succeeding years shall be determined by Board action prior to July 1 for each year.

The Board agrees to pay Superintendent the following additional compensation for the 2010-2011 (prorated as above), 2011-12 and 2012-13 contract/fiscal years.

- (a) Educational Stipend: \$1,400 in recognition of an earned doctoral degree.
- (b) Longevity: \$3,464
- (c) Responsibility Stipend: \$700 per month. This stipend recognizes: 1) the district will pay no additional mileage reimbursement for business travel within the Ingham Intermediate School District; Superintendent will provide a cell phone number that may be used for district business at no expense to the district; and that Superintendent may attend meetings, performances, events and will represent the district as appropriate at times beyond the regular work day and will receive no additional compensation for such attendance.
- (d) For travel by air or other common carrier authorized by the Board, Superintendent shall be reimbursed for actual cost of transportation at the coach class rate. For automobile travel in her personal vehicle on District business outside the Ingham Intermediate School District, the Superintendent shall be reimbursed for actual mileage at the Internal Revenue Service per mile rate.

Any adjustment in compensation made during the life of this contract shall be in writing and signed by both parties hereto and shall become a part of this contract. Any amendment to this contract specifying a compensation adjustment shall not affect the other parts of this contract unless specifically agreed to in writing.