

OKEMOS BOARD OF EDUCATION

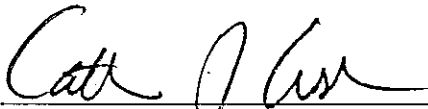
AMENDMENT TO SUPERINTENDENT'S CONTRACT

It is agreed between the Board of Education of the Okemos Public Schools and Catherine Ash, Ph.D., Superintendent of Schools that the superintendent's contract found in the minutes of its meeting held on the 13th of December, 2010, and amended June 27, 2016, be further amended as follows:

The Board of Education of the Okemos Public Schools and Superintendent Catherine Ash agree to adjust the superintendent's salary to \$154,802 effective July 1, 2016.

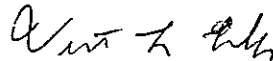
All other terms of the Superintendent Contract shall remain the same.

Dated this 27th day of June, 2016



Catherine Ash, Superintendent

Melanie Lynn, President



Vincent Lyon-Callo, Secretary

OKEMOS BOARD OF EDUCATION

AMENDMENT TO SUPERINTENDENT'S CONTRACT

It is agreed between the Board of Education of the Okemos Public Schools and Catherine Ash, Ph.D., Superintendent of Schools that the superintendent's contract found in the minutes of its meeting held on the 13th of December, 2010, and amended February 22, 2016, be further amended as follows:

The Board of Education of the Okemos Public Schools does hereby employ the said Catherine Ash as Superintendent of Schools through and ending the 30th day of June 2019.

Further, Compensation And Fringe Benefits

The parties agree that the original language in paragraph 6(c), Responsibility Stipend does not clearly reflect the intent and purpose of the agreement reached between the Board of Education and the Superintendent. Both parties have always intended and continue to agree that the "responsibility stipend" is additional compensation. This stipend was never intended and is not now intended to be a "benefit", nor reimbursement for mileage and cell phone utilization.

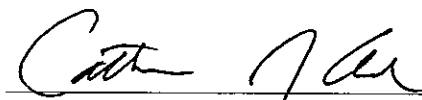
Therefore, the parties agree to make the following changes to the contractual language to clarify and accurately reflect the parties' intent as it has been since the origin of the contractual language:

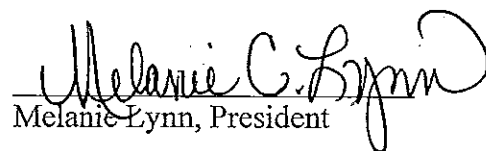
6. (c). Responsibility Payment: \$700 per month. This additional compensation recognizes the Superintendent's extensive time commitment, access, and availability beyond the regular work day. Such time commitment includes, but is not limited to attending meetings, performances, events, as well as representing the District as appropriate within the community, county and state. This compensation is reportable income and neither a "benefit" nor a "reimbursement."

Paragraph 6.(e). will be added:

The District will not reimburse the Superintendent for mileage for travel within Ingham County. Nor will the District reimburse the Superintendent for a cell phone/data plan. It is at the discretion of the Superintendent to claim such items as business expenses when filing annual income tax forms.

Dated this 22nd day of February, 2016


Catherine Ash, Superintendent


Melanie Lynn, President


Vincent Lyon-Callo, Secretary

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 commencing 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

1. 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.

7. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third part administrator, the Board shall make premium payments of behalf of Superintendent and her eligible dependents for the following insurance programs:

(a) Health Insurance: Superintendent shall be provided the same health, dental, and vision insurance benefits subject to the same deductibles and co-pays as are provided to members of bargaining unit represented by the Association of Okemos Administrators.

(b) Long Term Disability Insurance: Superintendent shall be eligible for long term disability insurance as provided to members of the bargaining unit represented by the Association of Okemos Administrators.

(c) Life Insurance: Term life insurance equal to three times the annual salary.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above insurance coverages, provided that comparable coverage, as determined by the Board is maintained during the term of this agreement. The Board shall not be required to remit premiums for an insurance coverage for Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract of policy issue by an insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. Superintendent is responsible for completion of all forms and documents needed to receive the above-described insurance coverages. The Board, by remitting premium payments required to provide the above described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

(d) Vacation: Superintendent shall be provided thirty (30) vacation days per contract/fiscal year at a time that is mutually agreeable to the Board and the Superintendent. Vacation days may accumulate if unused in the contract/fiscal year. Upon Superintendent's termination of employment from the Okemos Public Schools, Superintendent shall be paid for her unused vacation days at her then current per diem rate.

(e) Sick Days: Superintendent shall be provided ninety (90) paid days per contract/fiscal year to be utilized in case of sickness or injury of herself or to attend to the needs of a sick or injured member of her immediate family. Immediate family is defined as spouse, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law. If the Superintendent becomes unable to perform her duties due to mental and/or physical incapacity for an extended period of time, the provisions of paragraph 8 below shall apply. Sick days shall not accumulate from year to year.

(f) Retirement Benefit: Upon retirement from Okemos Public Schools, the Superintendent shall receive payment at her per diem rate of pay for ½ of unused sick days up to a maximum of 35 days.

Additionally, upon retirement the Superintendent shall receive payment at the rate of \$100 per year of service up to 20 years. For years of services beyond 20 years, Superintendent shall receive \$150 per year of service.

(For purpose of paragraph 7(f), retirement shall mean leaving employment of the Okemos Public Schools and becoming an annuitant of the Michigan Public Schools Employment Retirement System or Social Security or both.)

(g) Personal Business Days: Superintendent shall be provided two (2) paid days per contract/fiscal year she may use for personal business other than vacation and sick leave. Personal business days shall not accumulate if unused in the contract/fiscal year.

(h) Education Reimbursement: The Board shall reimbursement the Superintendent for the tuition expenses incurred by Superintendent for the successful completion of up to two classes, six (6) credits per contract year.

(i) Holidays: July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Martin Luther King Day, President's Day (unless school is in session on President's Day and the day before or after President's Day if the District is closed) and Memorial day. If July 4, Christmas Day or New Year's Day falls on Saturday or Sunday, the Monday following shall be recognized a the holiday unless school is in session on the Monday, in which case, the Friday day prior to the named holiday shall be recognized as the holiday.

(j) Consulting work, speaking engagements, and lectures:

The Superintendent shall devote her time, attention, and energy to the business of the school district. However, she may serve as consultant to other districts or educational agencies, lecture, and engage in writing activities and speaking engagements of short-term duration at her discretion. The Board shall be advised in advance of such outside activities. If the Superintendent chooses to use vacation leave to perform outside activities, she shall retain any honoraria paid. If she chooses to engage in such outside activities and does not use vacation leave, any honoraria received shall be remitted to the District. Where consulting, lecturing, writing or speaking is done for private gain, the Board shall not be responsible for any expenses incident thereto.

(k) Professional organization/civic organization dues: The Board shall pay up to \$1,500 for the Superintendent's membership in

professional/civic organizations. (It is expected that the Superintendent will become a member of the Michigan Association of School Administrators (MASA) and any membership fees for MASA will be paid by the District and will not be considered payment under this provision.)

(l) Conferences and seminars: Subject to prior approval by the Board, Superintendent may attend professional meetings and seminars at local, state and national levels and shall be reimbursed for any registration fee and necessary fees for travel and subsistence expenses as approved by the Board in the annual budget.

DISABILITY

8. In the event Superintendent is unable due to mental and/or physical incapacity to perform the essential duties of her office, she shall be granted an initial paid leave of up to ninety (90) calendar days for the purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time and the Board will pay her regular salary for the balance of the initial ninety (90) calendar days. Superintendent shall furnish medical certification to the Board (or its designee) documenting the medical necessity of the leave. The Board (or designee) may, at Board expense, require a second opinion to verify the necessity for the leave.

Superintendent may request an unpaid leave extension in the event that her physical and/or mental incapacity prevents her return to work beyond the end of the initial leave period. Superintendent shall provide a verified prognosis that she will be able to resume her duties at the conclusion of the extended leave period. As a condition to any leave extension, Superintendent shall provide medical certification of the continuing incapacity. Any extension of leave for this purpose shall be at the discretion of the Board.

If the disability continues for more than one (1) calendar year, or if said disability is permanent, irreparable, and of such nature that the Superintendent cannot perform her essential duties, the Board may, at its option, terminate this agreement whereupon the respective duties, rights, and obligations hereunder shall terminate.

DISCHARGE DURING LIFE OF THE CONTRACT

9. The Board shall be entitled to terminate 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, incompetence, or if Superintendent materially breaches the terms and conditions of this agreement, or for other causes found to be sufficient by the Board. The foregoing standards for termination of this agreement during its term shall not be applicable to non-renewal of this agreement at the expiration of its term, which decision is discretionary with the Board.

It is agreed that prior to any discharge by the Board, the Superintendent shall have the right to receive written charges, notice of hearing and a hearing before the Board. If the Superintendent so chooses, she may be accompanied by legal counsel at the hearing. The Superintendent shall pay for any legal expenses for her representation. The hearing before the

Board shall be in public unless a private hearing is requested by the Superintendent. The Board agrees that it will not discharge the Superintendent during the life of this agreement for reasons that are arbitrary or capricious.

NON-RENEWAL AND EXTENSION OF CONTRACT

10. The Board, no later than April 15 of each year during the term of this contract, may extend the contract for an additional one-year period. If Superintendent has received a satisfactory evaluation pursuant to paragraph 5 above, this contract will be extended for an additional one-year period. If the evaluation pursuant to paragraph 5 above is unsatisfactory, the Board at its sole discretion and without further cause may decline to extend this contract for an additional year.

In the final year of the contract, including any contract extension(s), contract termination can occur as of the contract end-date indicated only if the Board shall have given the superintendent written notice of termination at least ninety (90) days in advance of the termination date as required by the Revised School Code. (June 30)

If the Superintendent requests reasons for non-extension or non-renewal, the Board, shall meet to with the Superintendent to discuss the reasons. At the request of the Superintendent, such meeting shall be held in closed session under Section 8(a) of the Open Meeting Act for deliberations to a compilation of reasons for either non-extension or non-renewal. The Board shall provide in writing the reasons for non-extension or non-renewal of the Superintendent contract if requested by Superintendent.

MISCELLANEOUS PROVISIONS

11. This Contract contains the entire agreement and understanding by and between the Board and 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 provisions of the revised school code pertaining to criminal records checks.

No amendment or modification 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 the Superintendent and the president and secretary of the Board. No valid waiver of any provision of this agreement shall be deemed a waiver of any other provision.

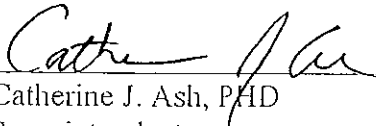
This contract is governed by the laws of the State of Michigan and such federal statutes that may be determined to be applicable. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this contract shall continue in full force and effect without said provision(s).

Superintendent agrees that any claim or suit arising out of Superintendents 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

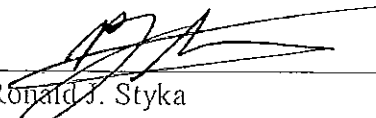
for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this agreement and waives the statute of limitations to the contrary.

AUTHORIZATON TO EXECUTE AGREEMENT

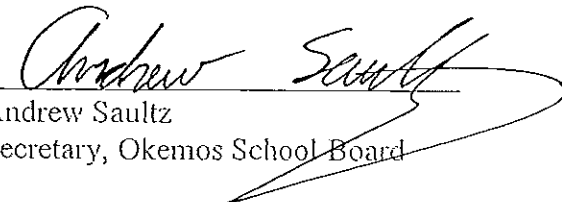
By Resolution of the Okemos Board of Education at a meeting of the Board held in Okemos, Michigan on the _____ day of November, 2010, the Board authorizes the President of the Board and Secretary to sign this agreement on behalf of the Okemos Board of Education.

By: 
Catherine J. Ash, PHD
Superintendent

Date: Dec. 13
~~November~~ __, 2010

By: 
Ronald J. Styka
President, Okemos School Board

Date: Dec. 13
~~November~~ __, 2010

By: 
Andrew Saultz
Secretary, Okemos School Board

Date: Dec. 13
~~November~~ __, 2010