

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into at Ewart, Michigan this 11th day of April, 2022 and amended by board action on November 14, 2022, by and between the Ewart Schools, (hereinafter called the "School District"), and Shirley A. Howard (hereinafter called the "Administrator"). This Agreement shall commence July 1, 2021, and end on June 30, 2025, at which time this contract shall terminate, subject to all the covenants and conditions of this Agreement.

1. Administrator shall perform the duties of Superintendent and Consultant to the Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.
2. Administrator agrees that she shall not be deemed to be granted continuing tenure in this position.
3. Administrator represents that 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, Administrator agrees as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. In the event that new requirements are established by law and/or the State Board of Education, Administrator shall be given a reasonable opportunity to meet the new requirements.
4. Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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. Administrator pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

5. For all services rendered by the Administrator, the School District shall pay to the Administrator, an annual salary in the amount of \$98,000 for 2022-23, 2023-24, 2024-25 school years in consideration of her performance of the duties and responsibilities of the Superintendent position. The annual salary will be paid in 2023, 2024 and 2025.
6. The Administrator shall work 260 days per school year less paid vacation time and paid holidays.
7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud, or insubordination, or if Administrator materially breaches the terms and conditions of the Agreement. Provided, however, that the Board shall not terminate the Administrator's employment during the term of this Contract for reasons that are arbitrary or capricious.
8. The Board agrees to provide the following benefits to Administrator for the duration of this contract:
 - A. 5 sick day allowance each year
 - B. 20 vacation day allowance
 - C. 11 paid holidays
 - D. Administrator shall be reimbursed for out of district mileage at the current IRS rate. Reimbursement shall be only for mileage traveled to conduct district business when using administrator's personal vehicle. Daily travel to and from work shall not be reimbursable.
9. 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). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.



Alan Bengry
President, Board of Education



Shirley A. Howard
Administrator

Dated: 11-14-22



Rosie McKinstry
Treasurer, Board of Education



Karen Pylman
Trustee, Board of Education



Kelly Whitman
Trustee, Board of Education



Gerald Nichols
Vice Pres., Board of Education



Eric Schmidt
Trustee, Board of Education




Kelly Miller
Secretary, Board of Education

SHIRLEY HOWARD CONTRACT

Amendment to the Contract of Employment made and entered into on April 11, 2022 between Evert Public Schools and Shirley A. Howard, Superintendent. This amendment was approved by the Evert Public Schools Board of Education on November 14, 2022.

New Language:

5. For all services rendered by the Administrator, the school district shall pay to the Administrator, an annual salary in the amount of \$98,000 for 2022-23, 2023-24, 2024-25 school years in consideration of her performance of the duties and responsibilities of the Superintendent position. The annual salary will be paid in 2023, 2024, and 2025.
6. The Administrator shall work 260 days per school year less paid vacation time and paid holidays.
8. The Board agrees to provide the following benefits to Administrator for the duration of the contract:
 - A. 5 sick day allowance each year
 - B. 20 vacation day allowance
 - C. 11 paid holidays
 - D. Administrator shall be reimbursed for out of district mileage at the current IRS rate Reimbursement shall be only for mileage traveled to conduct district business when using administrator's personal vehicle. Daily travel to and from work shall not be reimbursable.



Alan Bengry
President, Board of Education

Dated: 11-23-2022



Shirley A. Howard
Superintendent

Dated: 11-23-2022