ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into at Evart, Michigan this 15th day of August, 2017, by and between the Evart Schools, (hereinafter called the "School District"), and Shirley A. Howard (hereinafter called the "Administrator"). This Agreement shall commence July 1, 2017, and end on June 30, 2020, 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 hereunder, the School District shall pay to the Administrator a three year salary in the amount of $120,000 in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectation of the Board. The annual salary shall be paid equally ($40,000) in 2018, 2019 and 2020. Reportable compensation cannot exceed 1/3 of the Administrator's final compensation average.

6. The Administrator is employed for four hundred (400) days of work from July 1, 2017 through June 30, 2020 as established and scheduled by mutual agreement by the Board and Administrator.

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. Five (5) sick day allowance each year.

   B. 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: 10/9/17

Rosie McKinstry
Trustee, Board of Education

Karen Pylman
Treasurer, Board of Education

Alan A. Benson
Trustee, Board of Education

Gerald Nichols
Secretary, Board of Education

Ryan Hopkins
Vice Pres., Board of Education

Kelly Millen
Trustee, Board of Education

SHIRLEY HOWARD CONTRACT