

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM  
Grosse Pointe, Michigan

ADMINISTRATIVE EMPLOYMENT AGREEMENT  
FOR NON-UNION POSITION

THIS CONTRACT, entered into this 1<sup>st</sup> day of July, 2022, between the Board of Education of THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, hereinafter referred to as “the Board,” and Keith Howell, hereinafter referred to as “the Administrator,”

WITNESSETH:

WHEREAS, THE GROSSE POINTE PUBLIC SCHOOL SYSTEM is duly organized as Michigan public school district pursuant to the Michigan School Code, and is authorized to employ Administrators; and

WHEREAS, the Administrator is desirous of being employed by the Board in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Employment: The Board agrees to employ the Administrator in the capacity hereinafter specified, subject to the provisions hereof.
2. Assignment: The Administrator’s initial assignment under this Agreement shall be the position of Director of PreK-Elementary Curriculum. It is expressly understood that the Administrator may be assigned, reassigned and/or transferred by the Superintendent during the term hereof or any succeeding term.
3. Qualifications: The Administrator hereby represents that he/she holds all certificates, permits, licenses, degrees and other qualifications required for the position to which he/she has been assigned, unless waived by the Board.
4. Duties and Responsibilities: The Administrator hereby agrees to devote time, skills labor and attention to the position to which he/she is assigned, agrees to perform the duties and responsibilities of that assignment, along with any other duties and responsibilities assigned by the Superintendent, and agrees to abide by the rules, regulations, and policies of the Board.
5. Salary and Fringe Benefits: Salary: The Administrator’s annual salary will be \$140,135, pro-rated for the number of weeks actually worked, payable in equal installments over the course of the school year. The Administrator shall be afforded the fringe benefits as set forth in the attached Salary and Fringe Benefits Supplement.
6. Merit Pay: Consistent with the requirements of applicable legislation, the Administrator shall be eligible for a merit lump-sum payment based upon his performance of \$5000, which shall be paid in June. The Administrator shall receive the full amount of such payment if he is rated Highly Effective on his final year-end evaluation; one half of this amount if he is rated Effective on his final year end evaluation, and shall not receive any payment if he is rated Minimally Effective or Ineffective on his final year-end evaluation.

7. Evaluation. The Superintendent or designee shall engage in a systematic evaluation of the Administrator's performance annually and in accordance with Board policy and the law. The evaluation is to review progress on goals and related performance issues and to provide professional growth.

8. Termination. The administrator may terminate this Agreement during its term by providing the Board with at least 60 days advance notice. The Board or the District may terminate this Agreement without further obligation or liability to the Administrator for salary, remuneration or fringe benefits, if the Administrator commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence; if the Administrator materially breaches the terms and conditions of the Agreement; and/or if the Administrator commits acts otherwise constituting just cause for discharge. "Just cause" shall specifically include, but not be limited to, conviction for offenses involving impairment or illegal possession related to drugs or alcohol. The "just-cause" standard for termination of this Agreement during its term shall not apply to non-renewal of this Agreement at any interval at which the Board is required to take action to renew or not renew it, which decision is discretionary with the Board of Education, or upon final expiration of the term of the Agreement. The "just-cause" standard in this agreement shall be construed to be the same standard as required under applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious", then that standard shall apply). This agreement can also be terminated by an emergency manager appointed under applicable law.

9. Term: This Contract shall commence on July 1, 2022 and continue for a two (2) year period ending June 30, 2024, unless terminated sooner pursuant to the terms of this contract.

10. Non-Renewal: This Contract shall be subject to non-renewal in accordance with the provisions of the Michigan School Code, as amended

11. Tenure Exclusion: It is expressly agreed that the Administrator shall not be deemed to be granted continuing tenure under the Michigan Teacher Tenure Act in the capacity of an Administrator of any other non-teaching capacity.

12. Subject to Law: Any provision of this Agreement prohibited by the laws of the United States of the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

Board of Education  
THE GROSSE POINTE PUBLIC SCHOOL SYSTEM  
Wayne County, Michigan

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith Howell

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. M. Jon Dean, Superintendent