

EMPLOYMENT CONTRACT

The School District of the City of Pontiac (“District”) seeks to employ **Donald Weatherspoon, Ph.D.** (“Employee”) as the District’s **Assistant Superintendent—Consent Agreement Consultant (Officer)** (“Consultant”) and the Employee seeks to be employed by the District as the Consultant consistent with the terms and conditions of this employment contract (“Contract”). Accordingly, the District and the Employee agree to the following:

1. **Employment.** The District agrees to appoint and employ the Employee as the Consultant, an officer of the District, during the term described in Section 2 (“Employment Period”) and the Employee accepts the employment and agrees to serve the District consistent with this Contract and the Consent Agreement entered into between District and the State Treasurer on September 18, 2013 (“Consent Agreement”).
2. **Employment Period.** The Employee is employed by the District under this Contract for a period beginning on October 15, 2013 and ending on September 30, 2015, unless terminated earlier under Section 7.
3. **Duties.** During the Employment Period, the Employee will be the Consultant and will perform the powers, duties, functions, and responsibilities vested in the Consultant under the Consent Agreement to assist the District in achieving the goals and objectives of the Consent Agreement. The Employee will devote his full time, best efforts, and undivided attention to the powers, duties, functions, and responsibilities of the Employee except for illness or incapacity and vacations and personal time authorized under this Contract.
4. **Conflicts of Interest.** The Employee represents and warrants that the Employee has no personal or financial interest, and will not acquire a personal or financial interest, that would conflict with the performance of this Contract. The Employee represents and warrants that the Employee is not subject to any non-disclosure, non-competition, or similar clause with a prior employer that will interfere the performance of this Contract.
5. **Compensation.**
 - A. **Salary.** The District will pay the Employee a salary as compensation for services under this Contract of \$15,416.67 per month, payable in equal installments in accordance with the payroll practices of the District for administrators, with the understanding that the Department of Treasury will reimburse the District within 45 days of submission of an invoice for reimbursement by the District, consistent with Schedule C of the Consent Agreement. If the Employee is employed for a portion of a month, the Employee will be entitled for that portion of the month to a salary equal to \$15,416.67 multiplied by the proportion that the number of days of the month for which the Employee was employed bears to the number of days of the whole month. The Employee will not be subject to any wage concession if a wage concession is imposed upon District employees as part of a financial restructuring of the District.

- B. **Health Benefits.** The Employee declines health care, dental, and other health care benefits or insurance available to employees of the District.
- C. **Retirement.** The District will assume on behalf of the Employee the full costs of contributions to the Michigan Public School Employees Retirement System resulting from the Employee's employment by the District, as may be required by law.
- D. **Errors and Omissions Insurance.** If the District has purchased or otherwise obtained an errors and omissions insurance policy, the District shall assure that the Employee is covered under the policy.
- E. **Vacation Days.** The Employee make take up to 15 vacation days per fiscal year during each District fiscal year the Employee is employed by the District upon advance notice to the Superintendent. The Employee may not accrue and will not be paid for unused vacation days.
- F. **Leave Days.** The employee may take up to seven paid leave (including sick and personal) days per fiscal year during each District fiscal year the Employee is employed by the District upon such notice to the Superintendent as is appropriate under the circumstances. The Employee may not accrue and will not be paid for unused leave days.
- G. **Limit on Compensation.** The Employee will not receive or accept any compensation from the District or the State, except as authorized under this Contract.

6. **Reimbursement of Expenses.** In addition to compensation under Section 5 of this Contract, upon submission of proper vouchers and in accordance with any policies and procedures established by the District for reimbursement of employee expenses, the District will pay or reimburse the Employee for all normal and reasonable expenses, including travel expenses, incurred by the Employee during the Employment Period relating to the Employee's duties under this Contract.

7. **Termination.** The Employment Period will terminate upon the occurrence of any of the following events:

- (a). Death. The Employment Period will terminate upon the death of the Employee.
- (b). Disability. The Employment Period will terminate if the Employee is permanently disabled. As used in this paragraph, "permanently disabled" means a physical or mental disability or infirmity continuing for a period of three months and restricting the Employee from performing the duties of the Consultant under the Consent Agreement.
- (c). Termination by Employee. The Employment Period will terminate if the Employee voluntarily ends employment by the District.

- (d). Termination by District. The Employment Period will terminate if the District removes or discharges the Employee, unless the District is prohibited or otherwise restricted from removing or discharging the Employee by the Consent Agreement.
- (e). Termination by State Treasurer. The Employment Period will terminate if the State Treasurer removes or discharges the Employee. The Employee shall serve at the pleasure of the State Treasurer.

8. **Limitation of Actions.** If a dispute arises between the District and the Employee relating to the discharge of Employee, the District and the Employee agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the Employment Dispute Resolution Rules of the American Arbitration Association and administered by the American Arbitration Association's Detroit office. The arbitration will be inclusive of all contract and statutory claims advanced by the Employee arising from the Employee's discharge, including, but not limited to, claims of unlawful discrimination and all claims for damage or other relief. The District and Employee will share equally the arbitrator's fee and costs. Any claim for arbitration under this provision must be filed with the American Arbitration Association in writing and served on the District within 90 days of the effective day of the Employee's discharge. The District and the Employee are entitled to legal or other representation of their own designation, with the District responsible for costs the District incurs and the Employee responsible for costs the Employee incurs. A decision and award of an arbitrator will be final and binding. This paragraph shall not be construed to extend any statutory limitation period shorter than 90 days. This paragraph shall not be construed to authorize action inconsistent with the Consent Agreement or to authorize an action against the State of Michigan, Department of Treasury, or State Treasurer.

9. **Liability Limitation.** The State of Michigan, the Department of Treasury, the State Treasurer, and other state officials are not liable for any obligation of or claim against the District resulting from actions taken by the Employee under this Agreement. If the Department of Treasury declares a material breach of the Consent Agreement and the Employee is responsible for an act or omission triggering the material breach declared, the District will not be deemed to be at fault for the material breach and will be held harmless from potential liability for the Employee's act or omission triggering the material breach. In performing this Contract, the Employee is engaging in a governmental function and is immune from liability for any action taken that the Employee reasonably believes to be within the scope of the Consultant's authority under this Contract or the Consent Agreement to the fullest extent permitted by law.

10. **Post-Contract.** If after the date of the Employee's service under this Contract, the Employee is subject to a claim, demand, lawsuit, or other cause of action arising from action taken during the Employee's service and not covered by an insurance policy, expenses, including, but not limited to, attorney fees and payments in satisfaction of judgments shall be paid by the District. This paragraph shall survive the expiration of an Employment Period.

11. **Modification and Waiver.** This Contract may be modified only by a written agreement approved by the District and the Employee, signed by the District and Employee, and

approved by the State Treasurer. A waiver of a breach of this Contract is not a waiver of any later breach of this Contract or a waiver of a breach of the Consent Agreement.

12. **Consent Agreement Priority.** This Contract and the Consent Agreement shall be construed as consistent, but if a conflict exists between this Contract and the Consent Agreement, the Consent Agreement shall prevail over a contrary provision of this Contract. Nothing in this Agreement shall be construed to modify or amend the Consent Agreement.

13. **Severability.** If any provision of this Contract or its application to a person or circumstance is determined to be invalid or unenforceable under law, the remainder of the Contract shall be enforced to the fullest extent permitted by law.

14. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the state of Michigan.

15. **Entire Agreement.** Except as otherwise provided in the Consent Agreement, this Contract is the entire agreement between the parties on the subject of this Contract and supersedes any other oral or written agreements or policies regarding the same subject.

16. **Counterparts.** This Contract may be executed in separate counterparts, each of which when executed will be deemed an original. All separately executed counterparts taken together constitute this Contract.

The parties are signing this Contract on the date indicated below.

SCHOOL DISTRICT OF THE CITY OF PONTIAC

By: Kelley Williams Date: 10-23-13
(Signature)
Kelley Williams.
(Printed Name)
Supt.
(Title)

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DONALD WEATHERSPOON, Ph.D.

Donald Weatherspoon Date: 10/23/13
Donald Weatherspoon, Ph.D.

Consistent with Section 14.2 of the Consent Agreement, the terms and conditions of this Contract are approved.

Andy Dillon,
State Treasurer

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