



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

October 3, 2016

Nick Khouri
State Treasurer

Re: Pontiac School District Consent Agreement Consultant Employment Contract

Nick:

In 2013, Don Weatherspoon entered into an employment contract with the Pontiac School District (PSD) as its Consent Agreement Consultant (CAC). The contract stipulated the Department of Treasury would not reimburse the district of costs incurred by the district for: (1) taxes required to be withheld under FICA; (2) payments required under Public School Employees Act; (3) unemployment insurance taxes; and (4) workers' compensation insurance.

This contractual language is not consistent with Mr. Weatherspoon's 2015 employment contract as the CAC for Benton Harbor Areas Schools. In this contract, the Department agreed to reimburse the district for those above-mentioned costs incurred by the district.

As a matter of fairness, the Department agreed to the attached employment contract amendment, which allows the Department to reimburse PSD for said incurred costs. This contract amendment is prospective and not retroactive.

I recommend that you approve this amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Scorsone".

Eric Scorsone
Senior Deputy State Treasurer

Attachment

AMENDMENT NO. 3 TO FIRST AMENDED AND RESTATED EMPLOYMENT CONTRACT

This agreement is between the SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Michigan public body corporate (the "District") and DONALD WEATHERSPOON, PH.D. (the "Employee").

The parties want to amend the first amended and restated employment contract between the District and the Employee dated April 15, 2015, as last amended in February of 2016 (the "Employment Contract") to extend the term of the Employment Contract that will otherwise expire on September 30, 2017, and to alter provisions relating to reimbursement of costs incurred by the District related to the employment of the Employee.

The parties therefore agree as follows:

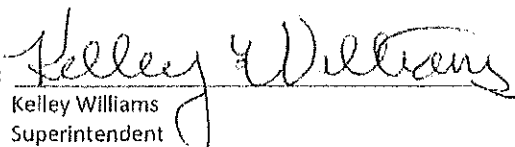
1. **Defined Terms.** Defined terms used but not defined in this agreement are as defined in the Employment Contract.
2. **Amendment to Section 2.** Section 2 of the Employment Contract is hereby amended by replacing "September 30, 2017" with "September 30, 2018".
3. **Amendment to Section 5.** Paragraph A of Section 5 of the Employment Contract is hereby amended by adding the following sentence to the end of that paragraph: "The parties understand that reimbursement by the Department of Treasury of costs incurred by the District under this paragraph will include reimbursement for all expenses incurred by the District resulting from employment of the Employee, up to and including the following: (1) taxes required to be withheld under the federal insurance contributions act (FICA); (2) payments required under the Public School Employees Act of 1979, 1980 PA 300, as amended, MCL 38.1301 to 38.1347; (3) unemployment insurance taxes; and (4) workers' compensation insurance."
4. **Effectiveness; Date.** This agreement will become effective when all parties have signed it and the agreement is approved by the Treasurer. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that the party's signature) and is also approved by the Treasurer.

Each party is signing this agreement on the date stated opposite that party's signature.

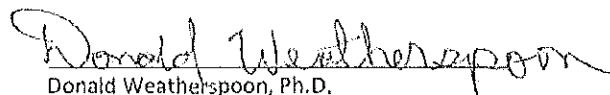
SCHOOL DISTRICT OF THE CITY OF PONTIAC

Date: September 12 2016

By:

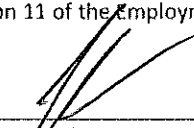

Kelley Williams
Superintendent

Date: September 12, 2016


Donald Weatherspoon, Ph.D.

This agreement is approved as provided under section 11 of the Employment Contract.

Date: 10/4/16


N. Khouri
State Treasurer