

PROPOSED AMENDED

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this 1st day of July, 2017, by and between the Board of Education of The School District of The City of Pontiac ("Board") and Kelley Williams ("Superintendent").

The Board and the Superintendent hereby agree as follows:

1. Term.

The Board agrees to employ Kelley Williams as Superintendent of its schools from July 1, 2017 to and including June 30, 2020, subject to the provisions set forth herein. The Superintendent will work the same number of days as is required of all other 12 month employees and per diem shall be based on a 226 day work year.

In no event will the Contract extend beyond June 30, 2020, unless the parties mutually agree to such extension in writing.

2. Qualifications.

The Superintendent warrants and represents that she holds or meets, and will maintain throughout the term of this Contract, all Michigan requirements and certificates necessary for employment by the Board of Education in the position of Superintendent. Superintendent also agrees, as a condition of continued employment, to meet all continuing education requirements of the Michigan Department of Education as may be established from time to time. If, after notice of any applicable requirements, and a reasonable opportunity to satisfy them following such notice, Superintendent fails to hold, meet, or maintain the qualifications required for the Superintendent

position, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

3. Tenure.

The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The Board's failure to continue the Superintendent's employment after the term of this Contract, or re-employ her in any other capacity, will not be considered to be a breach of this Contract.

4. Duties.

The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, and as may be established, modified or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to her assignment and duties, and agrees to faithfully perform the duties and responsibilities assigned by the Board. Further, the Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations and carry out the educational programs and policies of the Board for which she is responsible during the term of this Contract. The Superintendent shall devote her talents, skills, efforts and abilities to the competent and proficient fulfillment of all duties and responsibilities of the position assigned. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information, which affect or are relevant to the business of the Board School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. She shall be entitled, expected to, subject to the Board's desire in a particular matter, present her recommendations to the Board on any subject under consideration by the Board and attend each meeting of the Board. The Superintendent may attend, as an ex officio non-voting member, attend each committee meeting established by the Board. The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing, and arranging District operations and personnel in a manner that, in her judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel is vested in the Superintendent; the selection, placement and transfer of certificated, professional and administrative staff are subject to the approval of the Board.

5. Performance.

The Superintendent agrees to perform the duties of Superintendent to the satisfaction of the Board. She shall perform her responsibilities in accordance with the policies and regulations of the Board now or hereafter adopted, and applicable laws.

The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee. In the event the Board determines that any outside activities interfere with the Superintendent's performance of her duties, the Board may, after discussions with the Superintendent, require that the Superintendent cease some or all of such outside activities. The Superintendent pledges to use her best efforts to maintain and improve the quality and efficiency of the operation of the School District.

6. Communications.

The Board and the Superintendent acknowledge the need and desirability of establishing and maintaining an effective working relationship. Each shall strive to do so in a way that will work to their mutual benefit and positively impact the School District and its students, parents, stakeholders and community. Toward that end, Board members shall promptly refer all criticisms, complaints, and suggestions called to their attention, or of which they otherwise become aware, about District operations and personnel to the Superintendent for study and recommendation, or to the Board President for referral to the Superintendent.

7. Compensation

A. Annual Salary

In consideration for services to be performed hereunder and as remuneration for such services, the Board agrees to pay the Superintendent the following annual compensation in accordance with Board policies and payroll procedures:

The Superintendent's annual compensation for fiscal year 2017-2018 shall include a base salary of One Hundred Thirty-Seven Thousand Twenty-Five and 00/100 Dollars \$137,025.00, paid in biweekly installments, the Superintendent's start date, and subject to deductions for applicable federal, state, local, Social Security and Medicare tax withholdings, other deductions required by law and authorized by the Superintendent, with the approval of the Board of Education or designee.

At least thirty (30) days prior to July 1, 2018, and at least thirty (30) days prior to July 1 of each year thereafter during the term of this Contract, the parties will negotiate regarding salary and benefits for the Superintendent for the following fiscal year. The salary and benefits for later years shall not be less than the amount established for the 2017-2018 school year, unless the School District's declining financial situation results in a general salary/wage and/or benefits decrease to the other non-union administrative group, in which case the Superintendent's salary and/or benefits shall

be similarly reduced. In addition, consistent with the requirements of the Race-to-the-Top legislation and the School District's Deficit Reduction Plan, the Board and the Superintendent shall also establish criteria for job performance and job accomplishments as a significant factor in determining compensation in accordance with guidelines promulgated by the Michigan Department of Education that may be applicable.

B. Tax-Sheltered Annuity

The Board shall contribute to a 403(b) annuity account identified by the Superintendent in the amount of (Five Thousand Dollars), \$5,000 prorated for the 2013-2014 fiscal year, provided that Superintendent receives at least a satisfactory or "effective" evaluation under Section 1249 of the Revised School Code. In no event shall the amount of the contribution exceed the applicable contribution limitation under the Internal Revenue Code of 1986, as amended. All contributions made under this paragraph are being made on behalf of the Superintendent as remuneration for services to be performed by the Superintendent under this Contract. In addition to the foregoing Board-paid contributions, the Superintendent may direct the Board to deduct amounts from her base salary and contribute these amounts to a 403(b) annuity account identified by the Superintendent. In no event shall the amount of said contribution exceed the applicable salary deferral limitation under the Internal Revenue Code of 1986, as amended.

C. Optional Merit Payment Bonus

As part of the ongoing evaluation of Superintendent, the Board, in its sole discretion, may provide Superintendent with a merit payment as remuneration for achievement of specific objectives. The Board shall identify the specific objectives, after consultation with the Superintendent, prior to December 31 of each year. If the objectives are achieved, a 2% (of the salary base) merit payment shall be paid in June or July of each year. The criteria for the merit pay bonus shall be determined by

the Board, in consultation with the Superintendent, and in accordance with any guidelines that may be promulgated by the Michigan Department of Education. The criteria the Board will consider for the merit payment bonus include, but are not limited to the following:

Student Growth and Achievement;

Student Attendance;

Achieving Adequate Yearly Progress;

Ability to forge relationships and creating partnerships with businesses, higher education institutions, non-profit corporations and the like;

Obtaining additional monies for the District through grants and procurements.

8. Fringe Benefits.

The Board shall provide the Superintendent the following fringe benefits:

A. Vacation

In addition to District paid holidays, and school breaks when classes are not in session for Thanksgiving, Winter Break, February Break, and Spring Break, the Superintendent shall receive Ten (10) days of vacation per fiscal year, to be scheduled in a manner to minimize interference with the District's operations and educational mission. All scheduling of vacation during the school year is subject to the approval of the Board or its designee. The Superintendent may not carry over vacation days to the next fiscal year, except for the 2013-2014 fiscal year, the Superintendent may carry over five (5) days of vacation into the 2014-2015 fiscal year given the Superintendent's start day of October 21, 2013. The Superintendent will not be paid for any unused vacation days.

B. Sick Leave

Paid sick leave benefits up to seven (7) days per fiscal year. Sick leave days may not be carried over to the next fiscal year. The Superintendent will not be paid for any unused sick leave days.

C. Personal Business Days

Paid personal business days of up to four (4) days per fiscal year. The Superintendent will not be paid for any unused personal business days.

D. Hospital, Medical, Dental, Vision

The Board shall provide the Superintendent with the same hospital, medical, dental and vision benefits as provided to the District's non-union Administrators' Group. The Superintendent shall pay a monthly contribution to the premium for the employee group medical insurance via payroll deduction, and may do so pursuant to the District's IRS section 125 plan, for the amount of the cost of the medical insurance for her family in excess of (One Thousand Two Hundred and Fifty Dollars) \$1250.00 per year for an employee's family medical insurance. Such monthly contribution shall be increased if mandated by the Legislature, or based upon increased group medical insurance premiums.

E. Long Term Disability

The Superintendent shall be provided a Long Term Disability Plan as provided to that of the non-union Administrators' Group. The current Long Term Disability Plan provides for 60% of maximum monthly salary up to a maximum monthly benefit of (Three Thousand Five Hundred Dollars) \$3,500.00.

F. Short-Term Disability

The Board does not provide short-term disability insurance benefits. The Superintendent may purchase short-term disability insurance in accordance with the terms and conditions of the Plan and provided that all eligibility and insurability criteria be met.

G. Life Insurance

Provided that all eligibility and insurability criteria are met, the Superintendent shall be provided with term life insurance providing a death benefit in the sum of \$150,000 (One Hundred and Fifty Thousand Dollars). Entitlement to life insurance benefits is subject to the terms and conditions of the applicable policies, which are available for inspection during regular working hours of the District.

In addition to the above life insurance benefit, and provided that all eligibility and insurability criteria are met, the Superintendent shall be entitled to Accidental Death and Dismemberment insurance in the amount of (One Hundred Fifty Thousand Dollars) \$150,000.00, in accordance with the terms and conditions of the Plan, and a Five Thousand and 00/100 Dollar (\$5,000.00) basic term life benefit through the current MESSA group medical insurance.

H. Limit of Liability

The liability of the Board is limited to the payment of premiums for the insurance coverage's described herein, and shall not extend to the provision of benefits unless the Board, in its sole discretion, elects otherwise. Further, the description of the insurance benefits herein is general only, and is subject to the terms and conditions of the applicable insurance policies or Board benefit programs, which shall be available for inspection during regular District working hours.

I. Retirement

The Board shall pay all of the Superintendent's and the District's mandatory retirement/healthcare contribution to the Michigan Public School Employees Retirement System. This

contribution, like the contribution in section 7, B of this contract. Shall also be payable retroactive to September 18, 2013, when she became Superintendent.

J. Reasonable Expenses/Car Allowance

The Board agrees that the Superintendent may use Six Hundred Dollars and 00/100 (\$600.00) per month for the payment of a car leased by the Superintendent, car insurance, and gasoline, and in-state business expenses for District business, and that such expenses shall be deemed reasonable and necessary business expenses by the Board for purposes of this provision. No other general fund expenditures for in-state business not related to professional development will be reimbursed.

The Superintendent understands and agrees that she is solely responsible for the payment of all federal, state and local taxed for the personal use of her leased vehicle and related and other business expenses for which she is reimbursed by the Board, as contained in this subparagraph J, in accordance with the IRS Code, Rules and Regulations. Superintendent understands that she should consult with her accountant regarding same. The Superintendent further agrees that she will indemnify and hold harmless, the Board, Board members, administrators, employees and attorneys from any and all tax liability, fines, penalties and fees that the Board and/or the District may incur as a result of the Superintendent's receipt of reasonable and necessary business expenses, including, but not limited to, her car, car insurance and gasoline.

In addition to the above, the Board shall provide the Superintendent with a cellular phone, computer Ipad and wireless card, at the Board's expense. The Board shall not pay or reimburse the Superintendent for campaign or political contributions.

K. Professional Development

For the Superintendent's services, the District will pay a stipend for or reimburse the Superintendent for reasonable time, above or beyond normal job duties, for participation with professional organizations and activities, such as professional conventions, meetings, and conferences, for which she has obtained prior approval from the President of the Board, not to exceed Twelve Thousand Five Hundred and 00/100 dollars (\$12,500.00) per year.

L. Liability Insurance

The Superintendent shall be covered under the Board's general liability and E&O insurance policies in accordance with their terms.

M. Professional Liability

In addition, the District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings ("litigation") brought against Superintendent in her official capacity as agent and employee of the District, provided the incident(s) giving rise to such litigation arose while Superintendent was acting within the scope of her responsibility, her acts were authorized by the Michigan Revised School Code, and the defense or indemnification of such litigation is not otherwise covered by existing insurance coverage. In no case, however, will individual Board members be considered personally liable for indemnifying or defending Superintendent against such litigation. Further, in the event Superintendent is (a) found liable or guilty of any claims or crimes involving fraud or moral turpitude; or (b) found liable civilly or criminally for any claim arising out of the Superintendent engaging in any act of any personal profit or advantage to which Superintendent is not otherwise entitled; or (c) is fined or penalized by law or for other matters which may be deemed not subject to indemnification by Michigan courts or statutes, or (d) is found to have engaged in acts outside the scope of her employment as Superintendent, and/or (e) her acts are found to not be authorized by the

Michigan Revised School Code; Superintendent shall then reimburse the District for such indemnification and/or for such costs and expenses incurred by the District in her defense, including but not limited to actual attorney fees, and such reimbursement may be obtained by the District through salary deductions or other offsets against monies owed to Superintendent. By execution of this Contract, Superintendent consents to any payroll deductions during her employment by the Board to implement the reimbursement provisions of this subparagraph to the maximum extent permitted by law.

N. Residence

Superintendent shall maintain a residence within 50 miles of the District boundaries during this Employment Contract.

O. Paid Holidays

The District paid holidays are as follows: Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, and Memorial Day. As a salaried employee, the Superintendent is not entitled to any additional pay or compensation for these holidays. Some of the holidays fall within school breaks when classes are not in session. The Superintendent will not receive any additional compensation or days off for those holidays that fall within a regular school break.

9. Medical Examination.

The Superintendent's employment is contingent upon being fit to fully perform the essential functions of the position, on a regular and consistent basis, with or without reasonable accommodation. Prior to commencing employment, Superintendent shall provide written certification from (a) physician(s) acceptable to the Board, that she is fit to perform the essential functions of the position of Superintendent on a regular and continuous basis, with or without

reasonable accommodation, the cost of which shall be reimbursed by the Board. Thereafter, upon request of the Superintendent, a physical examination may be conducted annually at Board expense to the extent not covered by available insurance.

In the event of any job related concern regarding fitness to perform the essential functions of the Superintendent position (such as but not limited to prolonged absences), the Board or its Executive Committee may request a private meeting with the Superintendent to discuss confidential medical information. Following such meeting, Superintendent shall provide the Board and/or medical personnel designated by the Board with authorization to receive and/or release to the Board the results of any examination(s) upon which she relies, and the Board may require such examinations, as it deems necessary in light of the job related concerns. Examinations may include but are not limited to history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays, or any other test requested by medical personnel retained by the Board as necessary to determine whether Superintendent is fit to fully perform the essential functions of the job. Such examinations shall be at Board cost to the extent not covered by available insurance.

The Superintendent shall also submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Agreement.

Upon request by the Board or its designee, prior to resumption of employment after any personal illness in excess of ten (10) consecutive working days during the school year, or prior to return from any leave due to incapacity or disability of any duration, the Superintendent may be requested to submit a fitness for duty certification, to the extent permitted by law, the cost of which shall be reimbursed by the Board to the extent not covered by available insurance.

10. Evaluation.

The Board shall engage in a systematic evaluation of the Superintendent's performance annually and in accordance with Board policy and the law. The Board shall formally evaluate the Superintendent's performance not less than once each school year. Generally, the Board will complete the evaluation no later than March 15 of each such year; however, this timeline may be extended by mutual agreement, at the request of either the Superintendent or the Board. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act. Each year, the Superintendent shall notify the Board President at the first January meeting of the upcoming evaluation timeline. In the event the Superintendent does not provide such notice, it does not obviate the Board's responsibility to conduct an evaluation at a later date during the year. At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate her performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

The Board, in consultation with the Superintendent, shall determine the evaluation tool to be utilized in evaluating the Superintendent. Evaluation of the Superintendent's performance will include all of the requirements under state law, including, but not limited to the requirements under section 1249 of the Cose, and the evaluation shall include but no be limited to the following factors:

- A. Leadership in education
- B. Business and finance matters
- C. Employee relations
- D. Community relations
- E. Relationship with the Board of Education
- F. Student Growth and Achievement

11. Termination.

A. Termination By the Board

The Board or the District may terminate this Agreement without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, and/or incompetence, unprofessional or inappropriate conduct, receives less than a satisfactory or “effective” performance review; in the Board’s sole discretion is not determined to be a “good fit” with the Board and/ or District; if the Superintendent is convicted for offenses involving impairment or illegal possession related to drugs or alcohol. The Board may terminate the Superintendent for any reason, including those listed above, as long as the termination is not “arbitrary and capricious”. The “arbitrary and capricious” standard for termination of this Agreement and/or termination of the Superintendent is the standard to be employed by the Board. In no event does a just-cause standard apply to the termination of the Superintendent or this Contract. The Board may also decide to the non-renewal of this Contract at any interval at which the Board is required to take action to renew or not renew this Contract in accordance with state law, which decision is within the sole discretion of the Board of Education, or upon the final expiration of the term of the Agreement. However, to the extent the district is still bound by the September 18, 2013 Consent Agreement with the State of Michigan, the provisions of said Consent Agreement, section 12 specifically, shall supersede the herein termination provisions.

B. Severance Payment

In the event the Board decided to terminate the Superintendent for an reason, except conviction of a criminal offense, illegal possession of drugs or alcohol or of misconduct or for an act of moral turpitude, the Superintendent shall be entitled to severance pay in an amount equal to six (6)

month's salary and benefits at the rate in effect at that time as well as vested benefits, if any. The severance payment shall be paid in a manner mutually determined by the Board and Superintendent. However, all severance pay and insurance coverage shall cease as of the beginning date of employment if the Superintendent obtains employment elsewhere. The Superintendent shall be required to sign a waiver and release of claims in order to receive the severance payment. In no event and under no circumstance will the Board be obligated to pay the remainder of the Superintendent's contract upon termination of the Superintendent or non-renewal of the Superintendent's Contract.

C. 60 Day Notice of Termination

The Superintendent shall notify the Board of her termination of this Contract by providing written notice of not less than 60 days to the Board President. Failure of Superintendent to provide such notice shall cause her to forfeit any accrued paid time off to which the Superintendent is entitled at the time the Contract is terminated. Upon receipt of Superintendent's resignation, the Board may, at its sole option, elect to immediately affect the Superintendent's notice of voluntary resignation by paying her all salary and benefits she would have received up to the proposed termination date, not to exceed 60 days.

D. Incapacity or Disability

Superintendent shall provide documentation satisfactory to the Board in the event she is incapacitated or disabled from performing the essential functions of her assigned position. If the Superintendent is unable to perform the essential functions of her position for a period in excess of 90 consecutive or nonconsecutive days within the school year, this Contract may be terminated by the Board, whereupon the respective rights, duties and obligations of the parties shall there by terminate.

E. Nonrenewal

This Contract is subject to the statutory nonrenewal process described in the Michigan Revised School Code. The three (3) month severance payment shall not apply to the statutory nonrenewal of the Superintendent's Contract.

F. Death

This Contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or vested benefits at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law. The Superintendent's heirs and/or designated beneficiaries shall not be entitled to receive the three (3) month severance payment described above.

G. Survival of Emergency Manager

In the event an Emergency Manager to the District is appointed by the Governor during Kelley Williams' Superintendency, she shall be allowed to maintain either her position as the Superintendent or as the District's Director of Curriculum and Instruction, at the discretion of the Emergency Manager, for a period of at least twelve (12) months from the date of the Emergency Manager's appointment.

12. Limitations of Actions.

The Superintendent and the District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the state on which the claim or cause of action upon which the civil action or demand for arbitration is based accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitation period.

13. Waiver of Breach.

The Board and District will not waive any breach of any provision of this agreement except in writing. Such a waiver will not waive future breaches.

14. Dispute Resolution.

Except as otherwise stated herein, any and all disputes, controversies or claims arising out of or in connection with or relating to this Contract, or any breach or alleged breach thereof, or any claim of any type or nature whatsoever including but not limited to a claim that the District violated any local, state or federal statute, such as: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the District; or constitutional or due process claims; shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the applicable rules of the American Arbitration Association (or at any other place or under any other forum of arbitration mutually acceptable to the parties involved), arbitration under this provision shall be conducted pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

A. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association (AAA). The demand for arbitration shall be made within 30 days after the claim, dispute, or other matter in question

arose, but, as to any statutory claims, the demand shall be filed no later than the applicable Michigan statute of limitations. C. An arbitrator shall be chosen according to the American Arbitration Association procedures, and shall be impartial to the matter. The arbitrator shall be sworn to hear and decide the matter fairly.

D. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

E. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had reasonable opportunity to comply with the arbitral award in accordance with this provision.

F. All costs and fees related to the arbitration, including any initiation fee with AAA, any arbitrator fee, or any other cost or fee related to the arbitration shall be split equally between the Superintendent and the District.

G. Each party is responsible for its own attorney's fee related to the arbitration unless the District is found to be liable to the Superintendent pursuant to a fee-shifting statutory scheme.

15. Scope of Agreement and Severability.

This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts or promises between the Board and the

Superintendent. There are no representations or promises other than as set forth herein that have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. Any part of this Contract prohibited by the laws of the State of Michigan shall, as to that part only, be ineffective without invalidating the remaining parts of this Agreement, and as to the affected part, shall be interpreted to carry out the intent of the parties consistent with the laws of the State of Michigan.

16. Conflict with Consent Agreement

If a conflict arises as between the language of this contract and that of the Consent Agreement referenced above in Section 11A, the language of the Consent Agreement shall prevail.

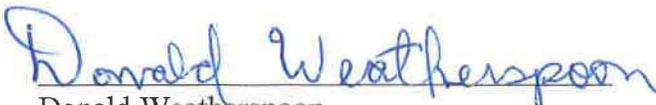
The parties, having read this entire Contract consisting of 19 pages excluding the attachment, signify their consent to its terms by signing below where indicated as of the dates stated.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
PONTIAC


Kelley Williams

* 
By:
Its: President


Donald Weatherspoon
Consent Agreement Consultant

-And
* 
By:
Its: Secretary