

**EMPLOYMENT AGREEMENT FOR
INTERIM SUPERINTENDENT OF
THE SCHOOL DISTRICT OF THE CITY OF PONTIAC**

THIS EMPLOYMENT AGREEMENT ("Agreement") is by and between the Board of Education of the School District of the City of Pontiac, (the "Board") and Dr. Walter L. Burt of BURT & ASSOCIATES, Inc., (the "Interim Superintendent")

WITNESSETH

WHEREAS, the Board is responsible for retaining a Superintendent of Schools for the School District of the City of Pontiac (the "District"); and,

WHEREAS, the Board wishes to offer Dr. Walter Burt the position of Interim Superintendent and Dr. Walter Burt wishes to accept the position of Interim Superintendent according to the terms of this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, the Board and the Interim Superintendent hereby agree as follows:

ARTICLE I
TERM

1.1 Term: The Board hereby employs Dr. Walter Burt as Interim Superintendent of Schools, and the Interim Superintendent accepts employment for a term commencing on November 22, 2011 and terminating on September 1, 2012 or upon the occurrence of any of the events specified in Article IV of this Agreement.

1.2 Non Continuation: The parties acknowledge that upon the date set for termination of this Agreement there shall be no expectation of continuation beyond its expiration date. Accordingly, the Interim Superintendent hereby tenders his irrevocable resignation, effective September 1, 2012, and the Board hereby accepts said resignation.

1.3 Extension: The Board, no later than the 31st day of May of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board also shall establish the annual salary to be paid to the Interim Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

ARTICLE II
EMPLOYMENT

2.1 Duties: The Interim Superintendent represents that he meets all requirements and the qualifications established by the State of Michigan and the Board to serve as Interim Superintendent. The Interim Superintendent shall faithfully perform the

duties of Superintendent of Schools as prescribed by the Board and is responsible for the duties normally associated with being the chief executive officer of a public school district on a full time basis.

This shall include, but not be limited to:

1. plan, develop and operate effectively the District's activities and facilities;
2. comply with all Board directives, state and federal law, School Board policies, rules and regulations as exist or may hereinafter be adopted or amended;
3. formulate educational goals, administrative policies, procedures, programs and bring such items before the Board for its consideration and action;
4. attend all meetings of the Board and its Committees, except when excused;
5. cooperate with the Board, and others as may be necessary, in providing the best possible educational opportunities for all students in the District.

The Superintendent understands the Board intends to conduct a search for a permanent superintendent during the term of this Agreement.

2.2 Professional Activities: The Interim Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national levels with the actual and necessary expenses for such attendance to be borne by the District, including membership fees and dues of the Interim Superintendent in such organizations as deemed appropriate in the performance of his duties. The Interim Superintendent shall be entitled to the reimbursement of actual and necessary expenses incurred in the performance of his duties to the extent permitted by law and in accordance with the applicable policies adopted by the Board.

ARTICLE III **COMPENSATION AND SALARY**

3.1 Annual Base Salary: The Interim Superintendent shall be paid at a daily rate equal to \$841.00, which shall be pro-rated and distributed, in lump sum payments pursuant to the District's normal pay period during the term of this Agreement. All payments shall be made to BURT & ASSOCIATES, Inc., c/o Dr. Walter L. Burt, President. Dr. Burt, on behalf of BURT & ASSOCIATES, Inc., shall provide the District

with the Company's Employee's Identification Number (EIN), and will be responsible for remitting any and all federal, state and local taxes.

The District will submit a separate monthly payment to the Interim Superintendent (on behalf of BURT & ASSOCIATES, Inc.) for relocation and travel expenses (\$1000.00)

3.2 Benefits: The Interim Superintendent is not entitled to any fringe benefits provided by the District.

ARTICLE IV **TERMINATION OF EMPLOYMENT AGREEMENT**

4.1 This Agreement may be terminated as follows:

- A. Resignation of the Interim Superintendent;
- B. Upon termination of the Interim Superintendent by the Board with or without cause with not less than sixty (60) days written notice;
- C. Upon the hiring of a permanent Superintendent by the Board;
- D. Upon the expiration date of September 1, 2012.

ARTICLE V **MISCELLANEOUS**

5.1 Tenure Exclusion/Evaluation(s): The Interim Superintendent shall not be deemed to be granted tenure in such capacities or in any administrative capacity under the terms of the Michigan Teachers' Tenure Act by virtue of this Agreement or for any reason whatsoever. This section notwithstanding, the Board shall have the right to conduct evaluations of the Interim Superintendent during the term of this contract, with no less than sixty (60) days notice of its intent to do so.

5.2 Controlling Law: This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

5.3 Complete Agreement: This Agreement embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties. The Board shall defend, save harmless, and indemnify the Interim Superintendent against any legal action arising directly or indirectly out of his services as Interim Superintendent to the extent permitted by law as in a manner consistent with the treatment afforded to other officers and employees of the Board.

5.4 Savings Clause: In the event any or one or more of the provisions contained in the Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions thereof,

and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

5.5 Recitals: All recitals set forth above are true and correct and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have read all of the foregoing terms and conditions of this Agreement and acknowledge that they are a complete expression of the Agreement with the School District of the City of Pontiac and Dr. Walter Burt and have executed this Agreement on the date first above written.

ATTEST:

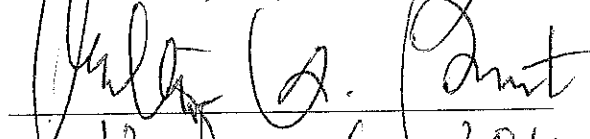
**THE BOARD FOR THE SCHOOL
DISTRICT FOR THE CITY OF
PONTIAC**


President, Pontiac School Board

Date: _____

ATTEST:

**DR. WALTER BURT, c/o BURT &
ASSOCIATES, INC, President**


Date: 13 December 2011