

## EMPLOYMENT CONTRACT

This Employment Contract is made as of August 22, 2011 between ContractED, a Michigan corporation of 1795 East St. Joseph Highway, Grand Ledge, MI 48837 ("ContractED") and Richard Ames ("Employee").

The parties, in consideration of the mutual promises contained in this Employment Contract, agree as follows:

1. ContractED employs Employee to provide services to the East Jackson Community Schools, a Michigan public school district ("District") in the position and at the location(s), all as outlined in Attachment A, for the period from August 22, 2011 to June 30, 2011. Employee will meet and maintain all statutory, regulatory and certification requirements for an individual serving in such position and will provide such documentation as may be requested.
2. Employee will be present at the location(s) listed on Attachment A for a maximum of 220 work days and for at least 7 hours during each full work day, unless Employee is ill, is needed to care for an ill family member, or must conduct personal business which cannot reasonably be conducted outside of work hours. Employee will keep a record of the days during which services are provided under this Contract; the record will be available for review by the District and the Employee shall forward a copy of the record to ContractED by the 8<sup>th</sup> of each month. ContractED may require Employee to provide: 1) written doctor's verification of illness for any absence exceeding two (2) days, and; 2) verification of the personal business conducted. If Employee is unable to perform the services called for under this Employment Contract for periods cumulating more than 20 work days annually, ContractED at its option may terminate this Employment Contract or thereafter reduce on a prorata basis the compensation called for under this Employment Contract.
3. ContractED will pay Employee in monthly installments based on the actual number of days worked multiplied by the per diem amount (\$400), subject to applicable employment taxes and withholdings, commencing September 15, 2011. At the option of ContractED, payments to Employee will be made by electronic transfer; Employee will provide ContractED with the information necessary to make those electronic transfers.
4. Employee will provide ContractED with current telephone number(s) at which Employee can be reached (both at the work site and off the work site), and with a current home address to which all correspondence and notices will be sent, and to which all payments will be sent by first class mail.
5. ContractED will not provide or pay to Employee any benefits or expenses.

6. Employee will be subject to the policies, rules and procedures of the District, copies of which will be provided to Employee by the District.
7. ContractED may evaluate the performance of Employee, but is not required to do so. In the event that the District notifies ContractED of any action (or lack of action) by Employee that may constitute a breach of ContractED's Contracted Services Agreement with the District, or notifies ContractED of any dissatisfaction with Employee's services, ContractED will notify Employee, conduct such investigation as ContractED determines necessary, and take such action as ContractED deems appropriate. ContractED will notify the District of any action taken.
8. Employee shall sign a statement which: a) authorizes Employee's current or former employer(s) to disclose to ContractED any unprofessional conduct (as defined in the Michigan School Code) by Employee and to make available to ContractED copies of all documents in Employee's personnel record maintained by the current or former employer relating to that unprofessional conduct, and; b) releases the current or former employer, and any employees acting on behalf of the current or former employer, from any liability for providing information described in this section. Employee authorizes ContractED to provide the District with any information obtained under this section disclosing any unprofessional conduct by Employee.
9. Employee shall provide ContractED with a statement, signed by Employee, which identifies all crimes (other than minor traffic offenses) for which Employee has been convicted, if any. Employee shall also provide ContractED, at Employee's sole expense, with criminal history checks pertaining to Employee from both the Michigan State Police and the U.S. Federal Bureau of Investigation. Employee authorizes ContractED to provide the District with any information obtained under this section disclosing any criminal history (other than minor traffic offenses) pertaining to Employee.
10. If Employee develops under this Employment Contract any work product, information material, document, writing, publication, software, recording or procedure, in any media format (the "work"), Employee agrees that the work is a work for hire and that the District is the copyright owner. If for any reason the work is found to be other than a work for hire, Employee assigns its rights in a copyright to the District.
11. Employee agrees that ContractED will not be liable in the event that the Michigan Public School Employees Retirement System (or any other third party) seeks or requires reimbursement or return of any retirement or pension payments.
12. Employee agrees that as an employee of ContractED Employee will have no tenure or employment rights with the District.

13. If the services under this Contract involve the use of Employee's vehicle, Employee will furnish ContractED with evidence satisfactory to ContractED showing that Employee has current automobile insurance with minimum limits as required by Michigan's No-Fault Insurance laws.
14. This Employment Contract may be terminated by either party, with or without cause, upon 20 business days written notice to the other party. Within 30 days of termination, ContractED will pay Employee all sums due to Employee under this Employment Contract up to the date of termination.
15. This Employment Contract is the whole agreement of the parties, is governed by Michigan law, and can only be modified by a writing signed by both parties.

Dated: 10/2/11 By: ContractED  
[Signature]  
(authorized signature)

Dated: 09/13/11 By: Richard M. Ames  
Richard Ames

**ATTACHMENT A**

1. Position: Interim Superintendent
2. Location(s): Administration Building  
Address(es): 1404 N. Sutton Rd.  
Jackson, MI 49202-2822
3. Duties:

**Contracted Services Agreement  
Amendment**

The parties to the Contracted Services Agreement made between ContractED, Inc. and East Jackson Community Schools agree that the Contract is amended to reflect the following changes:

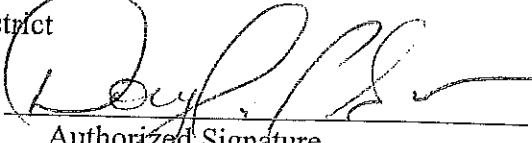
1. The services described in Section 1 of the Agreement are extended through June 30, 2013.

ContractED, Inc.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Dated: 6/25/2012

District \_\_\_\_\_  
By:   
Authorized Signature