

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT SERVICES

This Employment Agreement for Superintendent Services (hereinafter referred to as the "Agreement"), is made and entered into this 19th day of May, 2016, by and between Macomb Intermediate School District (hereinafter "MISD") and William Pearson (hereinafter the "Employee"), for the purposes of providing superintendent services to the Mount Clemens Community Schools, a Michigan general powers school district (hereinafter the "District"), in accordance with the District Superintendent Services Agreement ("DSSA") between MISD and the District and this Agreement (collectively referred to as "Services")

RECITALS

WHEREAS, MISD is an Intermediate School District in the State of Michigan; and

WHEREAS, MISD and the Employee desire to enter into an employment relationship whereby the Employee will be engaged to provide the Services as set forth in this Agreement and as set forth in **Exhibit A**;

WHEREAS, MISD and the Employee desire to set forth their understanding with respect to their employment relationship;

THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

I. TERM

MISD agrees to employ the Employee for a term beginning July 1, 2016 and ending December 26, 2016.

II. EMPLOYMENT

1. The Employee acknowledges that he is an employee of MISD assigned to provide Services, as set forth in **Exhibit A** and this Agreement, and that he shall at no time represent himself to be an employee of the District. The Employee further acknowledges that the relationship between the District and MISD is that of independent contracting parties.

2. Employee agrees that he shall not have the authority to speak for MISD, or enter into agreements on behalf of MISD, or otherwise obligate MISD, without the prior written approval of the MISD Superintendent.

3. Employee acknowledges that he shall report to the MISD Superintendent or his designee.

4. Employee acknowledges and agrees that the MISD Superintendent or his designee shall have superintending control over all decision making authority vested in the "Superintendent" as that term is defined in the DSSA. Employee shall report on a weekly basis all matters relating to

MISD's performance of the DSSA and/or as otherwise required by the MISD Superintendent or his designee.

III. DUTIES

The Employee agrees to serve the District and MISD by performing the Services in a competent and professional manner in compliance with the applicable laws, rules and regulations of the federal and state government, to commence and perform all Services as set forth in **Exhibit A**, and to abide by all policies and decisions as established by MISD and the MISD Board of Education. In the event Employee perceives a conflict between his obligation to comply with all policies and decisions as established by MISD and the MISD Board, and with the requirements set forth in the DSSA, he shall present the perceived conflict to the MISD Superintendent for resolution. The MISD's Superintendent's resolution shall be final.

IV. CRIMINAL HISTORY AND BACKGROUND CHECKS

1. The Employee's employment is conditioned upon: (1) successful completion of the required background checks; and (2) continued compliance with all applicable laws governing the required criminal history and required background checks.

2. The Employee represents and warrants to MISD that he is free to accept employment with MISD and he has no prior or other employment or work obligations or commitments of any kind to any third party which would hinder or interfere with his acceptance and full performance of his duties hereunder. Further, the Employee shall not enter into any employment, consulting, or compensation arrangement or agreement with any third party without the prior written consent of MISD.

V. ELIGIBILITY AND CERTIFICATIONS

The Employee agrees that he is and shall remain qualified under the laws of the State of Michigan to perform the Services. He acknowledges possessing, holding and maintaining all credentials and qualifications required by law, including the regulations of the Department of Education, and the certificates, credentials and qualifications required by MISD.

IV. ADDITIONAL AGREEMENTS

1. The Employee acknowledges that he must comply with the DSSA executed between MISD and the District on May 19, 2016.

2. The Employee warrants, represents and affirms that he will perform in accordance with his obligations under the DSSA and that he will not act in a manner which interferes with MISD's performance under the DSSA.

VII. PAYMENT

The Employee shall be compensated in the amount of \$19,834 per month for each month MISD is compensated for performing the DSSA. The Employee shall be reimbursed for reasonable and necessary expenditures which are incurred in the performance of his duties, such as expenses for professional association dues, conferences, workshops, and local and in state travel, provided that such expenses have received prior approval from MISD. Such expenditures will be reimbursed upon presentation to MISD of an itemized and detailed accounting of such expenditures and receipts, all in the form required by MISD.

VIII. INDEMNIFICATION

MISD agrees to defend, indemnify and hold the Employee harmless from and against all claims, suits, judgments, liabilities, costs and expenses of a civil nature but excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of his employment. The Employee shall give MISD notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against him. MISD shall have the right to appoint the attorney and conduct the defense of any such claim or action. MISD shall also have the right to compromise and/or settle any such claim or action. If in good faith MISD determines that the Employee has failed to fully cooperate in the defense of any claim or action, then this provision shall become null and void, and MISD will have no further obligation hereunder. In no case will individual MISD employees be considered personally liable for indemnifying the Employee against such demands, claims, suits, actions and legal proceedings.

IX. EVALUATION

The Employee will only be evaluated with respect to his provision of the Services subsequent to a full school year of the performance of the Services. The timing, format and content of any such evaluation shall be as agreed upon between MISD and the District.

X. TERMINATION

1. This Agreement is automatically terminable upon the termination of the DSSA. MISD may, at its option, terminate this Agreement without liability for salary, pension contributions and/or fringe benefits, for any reason including, but not limited to: failure to adequately perform the Services; an act or omission constituting moral turpitude or misconduct; the suspension or revocation of any required certification; a failure to maintain the credentials and qualifications for the position of superintendent as required by this Agreement; an economic necessity; a violation of any of the terms, covenants, warranties or representations in this Agreement; and/or the physical or mental disability of the Employee. "Disability" shall mean the Employee's inability to perform the essential job duties and/or functions as required by this Agreement, with reasonable accommodation, for more than an aggregate of thirty (30) days during the term of this Agreement.

2. MISD and the Employee acknowledge that this Section constitutes written notice of the non-renewal of this Agreement, which is given at least 90 days before the termination of this Agreement, and that this Agreement will automatically terminate on December 26, 2016, and it will not be renewed. MISD and the Employee may mutually agree to extend the term of the Agreement or enter into a new agreement.

XI. CONFIDENTIAL INFORMATION

Except as permitted by law, the Employee acknowledges that he will never, during the term of this Agreement or at any time subsequent to termination of the Agreement, directly or indirectly disclose or convey confidential information to any person or entity, or use any confidential information for the Employee's own benefit, for the benefit of any other person or entity, or to the detriment of MISD.

XII. RECORDS

All records, forms and supplies or any reproduced copies provided and furnished by MISD and/or the District to the Employee shall always remain the Property of MISD and/or the District.

XIII. TENURE EXCLUSION

The Employee acknowledges and agrees that he does not have and will not acquire tenure under this Agreement.

XIV. RETIREMENT

MISD makes no representations regarding, and Employee agrees that he is not relying upon any representations regarding, the impact this Agreement may have upon Employee's retirement status, eligibility or income, by entering into this Agreement.

XV. NON-WAIVER

MISD's waiver of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent or subsequently discovered breach by the Employee. No waiver shall be valid unless in writing and approved by MISD.

XVI. COMPLETE AGREEMENT

1. This Agreement contains the complete understanding between the parties concerning the Employee's relationship with MISD, and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may be modified, amended, superseded or otherwise altered during its term only by an express written "modification" approved by MISD and signed by each of the parties. Any written modifications shall be attached to this Agreement.

2. If any provision of this Agreement is held to be invalid or unenforceable, at MISD's option, the remaining portions shall continue in full force and effect, or this Agreement may be immediately declared null and void.

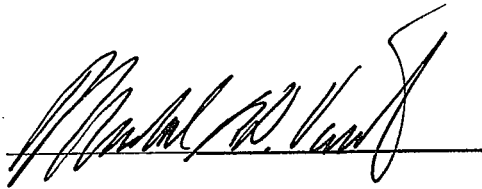
XVII. GOVERNING LAW

This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan, with venue being Macomb County, Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

MACOMB INTERMEDIATE SCHOOL DISTRICT

WILLIAM PEARSON



Its: Superintendent

Date: 5-19-16



Date: 5.19.16