

ADMINISTRATIVE CONTRACTED SERVICES AGREEMENT
Between
HUGHES ASSOCIATES, LLC
and
PLYMOUTH-CANTON COMMUNITY SCHOOLS

THIS AGREEMENT is made and entered into this 11th day of May, 2011, 2011, by and between Hugh Associates, LLC. (the "Corporation") and the Board of Education (the "Board"), of the Plymouth-Canton Community Schools (the "District") to fulfill the responsibilities of Interim Superintendent in accordance with the following terms:

1. **Term.** The term of this Agreement shall commence on May 11, 2011, and terminate upon the selection of a new Superintendent, unless terminated sooner at the will of either party by providing at least twenty days' (20 calendar days) advance written notice to the other party. The parties may mutually agree in writing to extend this Agreement should circumstances warrant.
2. **Duties.** The Corporation will assign its employee, Dr. Jeremy Hughes, to operate in the capacity of the Interim Superintendent, in accordance with the annual school calendar. The Corporation further agrees that:
 - a. The Corporation shall provide administrative services for the function of Interim Superintendent, for the District.
 - b. The nature and extent of services provided by this agreement shall be defined in greater detail by the school district policies specifying the duties of Interim Superintendent. The Corporation agrees administrative services provided herein shall be in compliance with the school district policies.
 - c. This Agreement may be terminated upon twenty (20) calendar days' written notice.
3. **Fee.** The District shall pay Seven Hundred Dollars (\$700.00) per day for administrative services rendered. This fee will be paid by the District monthly and will be invoiced by the Corporation after the end of each month. Terms will be net ten (10) days. The Interim Superintendent shall be entitled to the same vacation, holidays and other paid days as the current Superintendent contract. Auto allowance shall be the same as the current Superintendent contract.
4. **Independent Contractor Status.** The members of the Board, both individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention with respect to the administration or operation of the School District to the Corporation for study and recommendation. The District and the Corporation recognize that the employee assigned works for and is the responsibility of the Corporation and that said employee is not an employee

of the District. The Corporation will pay all wages, taxes and benefits to said employee arising out of said employment. The District will not be responsible for the payment of such wages, taxes and benefits. The Corporation reserves the right to direct said employee as required to fulfill the terms of this Agreement.

5. **Tenure Exclusion.** It is mutually understood and agreed that this Contract does not confer tenure upon the Corporation or any individual the Corporation employees in the above-described position or in any other administrative position in the District.
6. **Notices.** All notices shall be in writing given by either party via personal delivery of certified mail. ~~Any mailed notices shall be at the following addresses:~~

Hughes Associates, LLC
410 Golfcrest Drive
Dearborn, Michigan 48124-1120

Board of Education
C/O Board of Education President
Plymouth-Canton Community Schools
454 S. Harvey Street
Plymouth, Michigan 48154

7. **Indemnification.** The District shall indemnify and hold the Interim Superintendent harmless from and against all claims, suits, judgments, damages, liabilities, including costs and expenses, by any third party asserted against the Interim Superintendent arising from actions taken or decisions made within the scope of his employment during the term of his contract if the Interim Superintendent acted in good faith and in a manner he reasonably believed to be in the best interests of the District, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. The Interim Superintendent shall give the Board written notice of the nature of any claims for indemnification hereunder promptly upon receipt of notice of any claims or actions against him. The Board shall have the right to conduct the defense of any such claims, and the Superintendent shall fully cooperate with the Board in the defense. The Interim Superintendent may, at his own cost and expense, employ counsel to assist in such defense.
8. **Employment Dispute Resolution Plan:** The undersigned acknowledges:
 - a. He has received a copy of the Employment Dispute Resolution Plan (EDRP) as an addendum to this Agreement.
 - b. This EDRP is binding on him, as it requires a mandatory arbitration of any and all disputes arising from or related to employment with the Plymouth-Canton Community School District.
 - c. He is waiving his right to a judicial forum and agrees that any and all disputes arising from or related to employment with the Plymouth-Canton School District shall be subject to mandatory mediation and/or arbitration.

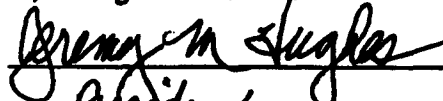
d. For all matters, the appointed arbitrator shall have the authority to award whatever relief would be available in a court of competent jurisdiction under the law. The arbitrator shall issue an opinion and award setting forth a summary of the issues, including the type(s) of dispute(s), the damages and/or other relief requested and awarded, a statement of any other issues resolved, and a statement regarding the disposition of any statutory claim(s).

e. The employee acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between them is a condition of the employee's employment and/or continued employment with the District.

9. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of each party, or any person on their behalf. This Agreement may be modified, amended, rescinded or otherwise altered, during its term, only by an express written modification, denominated as such, approved by the Board in a public meeting and signed by each of the parties hereto. Any written modification shall be attached to the Agreement.

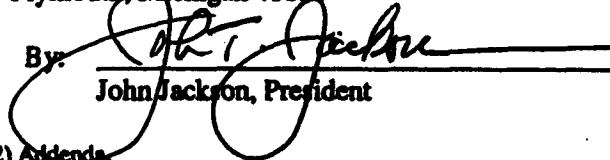
HUGHES ASSOCIATES, LLC.
410 Golfcrest Drive
Dearborn, Michigan 48124-1120

Date: 5-11-11

By: 
Title: President

BOARD OF EDUCATION
PLYMOUTH-CANTON COMMUNITY SCHOOLS
454 S. Harvey Street
Plymouth, Michigan 48154

Date: 5-11-11

By: 
John Jackson, President

This agreement consists of three (3) pages and two (2) Addenda.
Attached and included as part of this Agreement are:

Addendum I - Leave Days and Auto Allowance
Addendum II - Employment Dispute Resolution Plan

ADDENDUM I
LEAVE DAYS AND AUTO ALLOWANCE

A. Sick Days, Personal Business and Bereavement Days

The Superintendent shall be allowed to accumulate sick and/or personal business days at the rate of sixteen (16) days per contract year.

The Superintendent shall be allowed up to five (5) workdays in the case of the death of an immediate family member.

B. Holidays

The following holidays shall be granted to all non-affiliated administrators:

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Memorial Day
Christmas Eve Day	Good Friday

C. Christmas - New Year's Break

The days during the Christmas and New Year's break, when school is not in session, shall be additional days off and shall not be charged as off time.

D. Auto Allowance

The Board shall provide a monthly allowance of Five Hundred Dollars (\$500.00) for the use and maintenance of an automobile. The Superintendent shall be responsible for insurance coverage. In addition, the Superintendent shall receive One Hundred Fifty Dollars (\$150.00) each month for in-district travel. Out-of-district travel will be reimbursed at the approved district rate.

ADDENDUM II

EMPLOYMENT DISPUTE RESOLUTION PLAN

Purpose of the Plan

The purpose of the Plymouth-Canton Community Schools Employment Dispute Resolution Plan (the "EDR Plan") shall be to provide for the fair, efficient, and timely resolution of all claims, disputes or controversies arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment or the EDR Plan, to provide an applicant or employee with a forum in which claims or disputes with the District may be resolved exclusively by final and binding arbitration rather than litigation. This agreement does not restrict an applicant or employee from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this EDR Plan applies only to local, state or federal court proceedings.

Employees Subject to Employment Dispute Resolution Plan

All employees not represented by a bargaining unit shall be subject to the terms of this Plan, to the extent that the dispute is not covered by or subject to the grievance procedure stated in the applicable collective bargaining agreement, if any.

Disputes Subject to the Plan

Any controversy or claim arising out of or relating to a covered employee's employment or application for employment, or employment contract, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

Initiation of a Claim

Statute of Limitations

A party wishing to initiate arbitration of an employment dispute pursuant to this Plan must file a Demand for Arbitration with the AAA regional office located at One Towne Square, Suite 1600, Southfield, MI 48076-3728. Demands for arbitration must be filed within the time limit established by the applicable statute of limitations if the dispute involves statutory rights. If no statutory rights are involved, the time limit for filing claims shall be thirty (30) calendar days from the date that mediation was terminated pursuant to AAA National Rules for the Resolution of Employment Disputes or thirty (30) calendar days from the date the dispute arose or the employee knew or should have known that the dispute arose.

Nothing in this Plan prohibits an employee from filing a complaint(s) with a federal, state or other governmental administrative agency.

Notice of EDR Plan Implementation

Employees shall be notified at least thirty (30) days prior to implementation of the EDR Plan.

Cost-Sharing of Arbitration Fees

Employees shall be required to pay fifty percent (50%) of the arbitration filing fee.

Neutral EDR Provider

The AAA is designated to administer the external component of this Employment Dispute Resolution Plan (mediation and arbitration processes). The AAA National Rules for the Resolution of Employment Disputes shall govern the mediation and arbitration processes.

Due Process Protocol

This Employment Dispute Resolution Plan shall adhere to the following due process safeguards developed by the AAA Task Force on Alternative Dispute Resolution, only where a dispute or claim exists relating to an employee's statutory rights.

Representation

Employees using the mediation and/or arbitration procedures of this EDR Plan shall have the right to be represented by a spokesperson of their own choosing. The employee may seek such representation through various organizations, including but not limited to, bar associations, legal service associations, civil rights organizations, trade unions, etc.

Fees for Representation

The amount and method of payment for representation should be determined between the employee claimant and her/his representative. In cases where an employee is able to demonstrate financial hardship and an inability to pay fees for representation, the arbitrator shall have authority to provide for fee reimbursement where the claimant is the prevailing party. The arbitrator shall have authority to provide for fee reimbursement in whole or in part in accordance with applicable law or in the interests of justice.

Access to Information

The parties shall have adequate but limited pre-trial discovery. Necessary pre-hearing depositions consistent with the expedited nature of arbitration shall be available.

Prior to selection of an arbitrator, the parties shall be provided with the names, addresses and phone numbers of the representatives of the parties that arbitrator's six most recent cases to aid them in selection.

Mediator and Arbitrator Qualification

The roster of mediators and arbitrators shall contain representatives with training regarding statutes, including substantive, procedural and remedial issues to be confronted in statutory rights employment disputes, skills in conducting hearings and knowledge of the statutory environment in which statutory rights disputes arise. Nothing in this EDR Plan shall prohibit the parties from jointly selecting as mediator and/or arbitrator one in whom both parties have requisite trust. Disputes shall be mediated by a single mediator. Arbitrations shall be conducted by a single arbitrator.

Conflicts of Interest

The mediator and/or arbitrator for an employment dispute shall disclose any relationship which might reasonably constitute or be perceived as a conflict of interest. The designated mediator and/or arbitrator shall sign an oath provided by AAA affirming the absence of such present or preexisting ties.

Authority of Arbitrator

The arbitrator shall be bound by the Arbitration Agreement signed by the parties, statutes, regulations and rules of procedure of the AAA, including the authority to determine the time and place of the hearing, permit reasonable discovery, issue subpoenas, decide arbitrability issues, preserve order and privacy in the hearings, rule on evidentiary matters, determine the close of the hearing and procedures for post-hearing submissions and issue an award resolving the submitted dispute.

Compensation of the Arbitrator

Impartiality is best assumed by the parties sharing the fees and expenses of the mediator and arbitrator. In cases where the economic condition of a party does not permit equal sharing, the parties should make mutually acceptable arrangements to achieve that goal if at all possible. In the absence of such an agreement, the arbitrator shall determine allocation of fees. The AAA shall facilitate the negotiation of the parties' share of costs and collection of such fees so as to reduce the bias potential of disparate contributions and shall forward payment to the mediator and/or arbitrator without disclosing the parties' respective share of the payment.

Scope of Review

The arbitrator's award shall be final and binding and subject to judicial review limited to whether the arbitrator acted arbitrarily and capriciously or in gross negligence of his/her duties.

ADDENDUM III
To the
Administrative Contracted Services Agreement between Hughes
Associates, LLC and Plymouth-Canton Community Schools

- I. The language in §1 of this Agreement in effect prior to the date that this Addendum is signed below shall be considered void. In its place, the following shall have full effect:

§1Term. The term of this Agreement shall commence on May 11, 2011, and terminate upon the selection of a new Superintendent, unless terminated sooner at the will of either party by providing at least ninety days' (~~90~~ calendar days) advance written notice to the other party. The parties may mutually agree in writing to extend this Agreement should circumstances warrant. It is anticipated that the term of this agreement shall continue to June 30, 2013.

- II. The language in §2(c) of this Agreement in effect prior to the date that this Addendum is signed below shall be considered void. In its place, the following shall have full effect:

§2(c). This Agreement may be terminated upon ninety (~~90~~) calendar days' written notice.

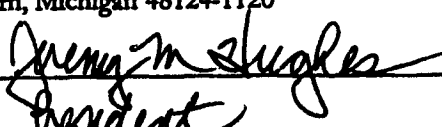
- III. §3 of this Agreement is hereby amended by the addition of the following:

In addition to any other vacation provisions provided herein, Dr. Hughes shall be entitled to two additional paid weeks to be used during the fall of 2012 to accommodate a previously-cancelled vacation.

- IV. The term "Interim" as a modifier of "Superintendent" shall be considered void wherever it appears throughout the contract in effect prior to the date that this Addendum is signed below; it currently appears in the Preamble, §2, §3, and §7.

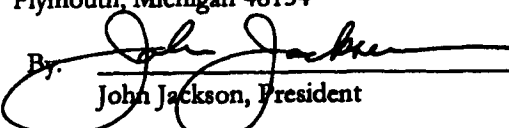
HUGHES ASSOCIATES, LLC.
410 Golfcrest Drive
Dearborn, Michigan 48124-1120

Date: 10-26-11

By: 
Title: President

BOARD OF EDUCATION
PLYMOUTH-CANTON COMMUNITY SCHOOLS
454 S. Harvey Street
Plymouth, Michigan 48154

Date: 10/26/11

By: 
John Jackson, President