

# Memo

**Date:** July 31, 2012

**To:** Narda Murphy, Superintendent

**From:** Marci Scott, Board President

**RE:** Pay for Superintendent for 2012-13

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Narda, the board will pay you a total of \$ 30,000.00 for being the Superintendent. We will pay you over 26 pays starting July 13, 2012 to June 28, 2013 and this will cover the time period from **July 1, 2012 to June 30, 2013.**

Approved by: Marci Scott Date: 8/6/12

I, Narda Murphy, accept the pay of \$ 30,000.00 as Superintendent to be paid as mentioned above.

Signed: Narda K. Murphy Date: 8/6/12

**Williamston Community Schools  
Business Office  
418 Highland Street  
Williamston, MI 48895  
(517) 655-4361  
"A Great Place to Learn"**

## CONTRACTED SERVICES AGREEMENT

This Agreement is made as of November 26, 2007 between ContractED, a Michigan corporation, of 1320 King George Blvd., Ann Arbor, Michigan 48108-3212 ("ContractED") and the Williamston Community Schools, a Michigan public school district, ("District").

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

1. ContractED will provide the District with the services of a qualified individual (the "Contracted Service Provider" or "CSP") to fill the position of Assistant Superintendent for Curriculum and Instruction at the District in the location(s) listed on Attachment A for the period from December 1, 2007 through June 30, 2010. The CSP will meet and maintain all statutory, regulatory, and certification requirements for an individual serving in that position.

2. The CSP will perform the duties of the position named in paragraph 1 above, as more specifically listed in Attachment A. The CSP will be present at the location(s) listed in paragraph 1 for 132 work days during the period December 1, 2007 through June 30, 2008 and for 218 work days during a full fiscal year and for at least 7.5 hours during each full work day, unless the CSP is ill, is needed to care for an ill family member, or must transact necessary personal business which cannot reasonably be conducted outside of work hours. The CSP will not be required to notify the District each time that the CSP leaves the building(s). The CSP will keep a record of the days during which services are provided under this Agreement; the record will be available for review by the District. If the CSP assigned to the District under this Agreement is unable to perform the services called for under this Agreement for periods cumulating more than twenty (20) work days annually, the District may at its option elect to terminate this Agreement, to have ContractED assign a different individual to perform services under this Agreement, or to have the compensation called for under this Agreement to be thereafter reduced on a prorata basis.

3. For the period December 1, 2007 through June 30, 2008 the District will pay ContractED the sum of \$63,066 in two equal installments of \$31,533 with the first installment due in January, 2008 and the second installment due in April, 2008. For a full fiscal year the District will pay ContractED \$113,416 annually in four equal installments of \$28,354 commencing no later than July, 2008 and continuing at regular three-month intervals for the duration of the contract.

4. ContractED will be an independent contractor in the performance of this Agreement and shall not act as Agent or representative of the District. The CSP will be an employee of ContractED during the term of this Agreement and will not be considered to be an employee of the District for any purpose. ContractED will pay all salaries, wages, benefits, payroll and other taxes to or on account of the CSP arising out of or

resulting from services performed under this Agreement. The District shall not be liable for the payment of any such salaries, wages, benefits, payroll or other taxes to or on account of the CSP. ContractED will not be liable for any charges with respect to the CSP which may be levied on the District by a third party. The CSP will not have tenure status with the District and will accrue no employee rights with the District.

5. The District will provide the CSP with suitable furnished work space, supplies, telephone and administrative support services on the premises of the school building(s) in which services are provided.

6. The CSP will be subject to the policies, rules and procedures of the District, and the District will provide the CSP with copies of all such policies rules and procedures prior to the service period stated in paragraph 1 of this Agreement.

7. The District will not supervise or be responsible for any performance reviews or evaluations of the CSP. If the District should have any problem with the manner in which the CSP performs (or fails to perform) the duties called for under this Agreement, the District shall notify ContractED and the parties will confer and attempt to resolve any difficulties. In the event of any alleged breach of this Agreement by the CSP, the District will inform ContractED in writing; ContractED will take such action as it deems appropriate and will notify the District of such action.

8. ContractED will provide the District with the results of all background checks and criminal history checks obtained by ContractED with respect to the CSP.

9. If the CSP develops under this Agreement any work product, information material, document, writing, publication, software, recording or procedure, in any media format (the "work"), ContractED agrees that the work is a work for hire and the District is the copyright owner. If for any reason the work is found to be other than a work for hire, ContractED assigns its rights in a copyright to the District.

10. ContractED will maintain workers compensation and comprehensive general liability insurance, the latter with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. ContractED will provide the District with a Certificate of Insurance to evidence these policies.

11. This Agreement may not be assigned by either party without the express written consent of the other party.

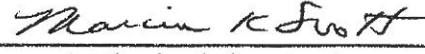
12. This Agreement may be terminated by either party, with or without cause, upon 20 business days written notice to the other party. Upon termination, the District will pay immediately to ContractED all sums due for services provided under this Agreement up to the date of termination.

13. This Agreement is the whole agreement of the parties, is governed by Michigan

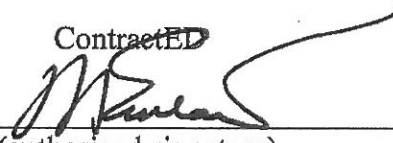
law, and can only be modified by a writing signed by both parties. The persons signing this Agreement have the authority to bind their respective organizations.

Williamston Community Schools

Dated: 26 Nov 07

By:   
(authorized signature)

Dated: 11.26.07

Contract <sup>ED</sup>  
By:   
(authorized signature)

#### ATTACHMENT A

1. Position: Assistant Superintendent for Curriculum and Instruction
2. Location(s): Williamston Community Schools  
Address(es): 418 Highland St.  
Williamston, MI 48895
3. Duties: Job description attached

**Contracted Services Agreement  
Amendment 1**

The parties to the Contracted Services Agreement made between ContractED, Inc. and Williamston Community Schools in November, 2007 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, 2015

Dated: 7-13-10

ContractED, Inc.

By: Don P. J. [Signature]  
Authorized Signature

Dated: 7/12/10

Williamston Community Schools

By: Narda Murphy [Signature]  
Authorized Signature