

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between THE HAZEL PARK PUBLIC SCHOOLS, a general powers school district established and operated under the laws of the State of Michigan, of Hazel Park, Michigan (hereafter referred to as the "District") and Temporary School Staff, Inc. a Michigan Corporation, with its offices located at 440 Golf Crest Drive, Dearborn, Michigan 48124 (hereafter referred to as the "Contractor") This Agreement shall be effective when it is signed by both parties.

SECTION ONE

District and the Contractor shall mutually agree that the beginning date of services shall be June 3, 2010, through June 30, 2015, unless otherwise stated in the agreement. The parties further agree that this Agreement may be terminated only with ninety (90) work days notice by either party to the Agreement upon written notification presented to the other at the stated addresses above that the Agreement is terminated.

SECTION TWO

The Contractor will provide the services of its employee listed in Appendix A. The job description for this employee is also provided. The employee selected for each assignment shall be acceptable to the Hazel Park School District Superintendent. Furthermore, the employee will comply with and adhere to the rules and procedures of the school district in the performance of his services.

The Contractor's employee shall not be entitled to compensation, rights of tenure, seniority or any other benefits granted to employees of the District. The employee shall be under the exclusive direction and supervision of the Contractor, performing the scheduled services within the policies, rules and procedures of the Contractor which are identical in scope and application to those of the District. The District will provide the Contractor with a description of anticipated service responsibilities to be provided by the Contractor and his employee. Each Contractor's employee will be provided with support by the District as needed to carry out the duties assigned.

It is mutually agreed that the employee who is employed by the Contractor and assigned to the District should be considered by the District as satisfactory and able to meet the District's specifications and requirements. It is further stipulated that the Contractor shall not substitute or change its employee assignment without a written amendment to this contract.

SECTION THREE

The Contractor shall be solely responsible for all employee wages, required tax submission and any other remuneration for the employee. The Contractor shall invoice the Hazel Park School District for the employee's services. Once paid by the District the Contractor shall pay all salaries, wages, benefits, payroll and other taxes to an account of such employee arising out of or resulting from services performed pursuant to this Agreement. Once the Contractor's services invoice has been paid, the District shall not be liable for the payment of any such salaries, wages, benefits, payroll or other taxes to or on account of any such employee for the pay period covered. Any business expenses of Contractor and its employee will be paid by the Contractor unless the Contractor and the District agree to another arrangement.

SECTION FOUR

While the District may at any time demand the current employee is to be separated from providing services for District under this agreement, only the Contractor will have the right to discipline or discharge the employee. The parties hereto agree that the Contractor shall be an independent contractor in the performance of this Agreement and shall not act as an agent or representative of the District. It is further understood and agreed that the individual provided to the District by the Contractor shall be and remain at all times an employee of the Contractor during the term of this Agreement. The employee's name and position as listed herein or as listed in Appendix A as provided to the District shall not be considered or deemed an employee of the District for any purpose.

SECTION FIVE

The Contractor will maintain workers' compensation coverage for its employees as required by law and shall comply with all other applicable federal, state, county and municipal laws, ordinances, rules and regulations.

SECTION SIX

The Hazel Park School District will pay the Contractor the amounts as listed in Appendix A of this document as invoiced in a timely manner so as to permit the Contractor and its employee to be paid on a twice a month pay basis, for example, for services rendered by the Contractor's employee. Payments shall be made to the Contractor within five work days of the receipt of the invoice. The invoice will be faxed or e-mailed to the Business Office in order to provide ample time for the Contractor's employee to be paid within two weeks of the end of the pay period. A continuing failure (three or more late pays) on the part of the District to pay within the above stated time may result in a penalty of 1% of the amount of the delayed payment. Failure to pay within the above stated time shall result in a one percent (1%) penalty of the amount of the delayed payment.

SECTION SEVEN

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or entity without the prior express and written consent of the other party.

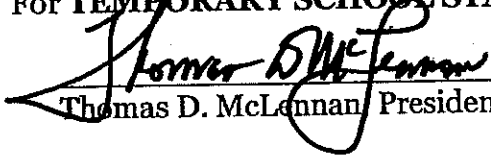
SECTION EIGHT

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

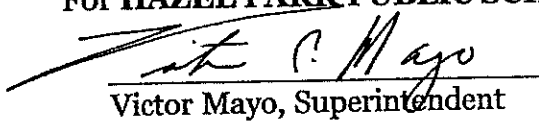
SECTION NINE

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind prior to the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement is hereby made and entered into this 3rd day of June, 2010, by and between Contractor and District whose authorized representatives have affixed their signatures attesting thereto as follows.

For **TEMPORARY SCHOOL STAFF, INC.** ("Contractor")


Thomas D. McLennan, President 6/3/10
Date

For **HAZEL PARK PUBLIC SCHOOL DISTRICT** ("District")


Victor Mayo, Superintendent 6/3/10
Date

Appendix A

Employee Position
Deputy Superintendent

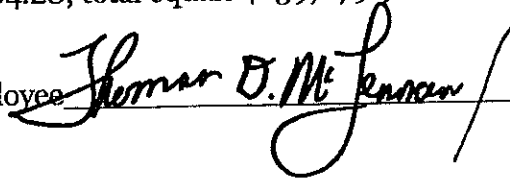
Contract Amount

2010/2011 : Salary: \$128,816.52,
Fee: \$17,583.46, total equals \$146,399.98.

2011/2012 through June 30, 2015: Salary: \$122,375.70, Fee:
\$16,704.28, total equals \$139,079.98.

Signatures of Employer and Employee

Date: 6-3-10



This Appendix may be modified or changed in accordance with the provisions in Section Two without changing the entire agreement.

CONTRACT OF EMPLOYMENT

AGREEMENT MADE this 3rd day of June, 2010, by and between Temporary School Staff, Inc., a Michigan corporation, whose address is 440 Golf Crest Drive, Dearborn, Michigan 48124, hereafter the "Employer," and James D. Meisinger, (SSN 505-56-9593) of 774 East Fox Hills Drive, Bloomfield Hills, Michigan 48304, hereafter the "Employee."

1. The term of this agreement commences on June 3, 2010, and shall end on June 30, 2015, unless terminated at an earlier date pursuant to this agreement or as extended by act of the Superintendent.
2. The Employee shall perform the services as listed in the Job Description for the position described in a manner which shall set an appropriate example for the students and employees of the District.
3. The Employee shall be subject to the supervision and control of the Employer.
4. The Employee understands that this contract does not entitle the Employee to any benefits from the District. The only compensation which the Employee shall be entitled to is the compensation described in Section 6 of this agreement which is to be paid by the Employer.
5. The Employee understands and agrees that he is a just cause employee and is subject to termination for just cause only.
6. The Employee shall be entitled to compensation of \$128,816.52 per year during the 2010-2011 school year and \$122,375.70 for the 2011/2012 school year and the same amount for each subsequent year through June 30, 2015 unless modified by the Superintendent and shall be entitled to payment on a twice a month pay basis. The Employee shall submit a record of time worked during a particular payroll period on the last business day of that period. The Employer shall provide the form to be utilized. The Employer shall make payment in a timely manner once the invoice is paid by the District.

IN WITNESS WHEREOF, the parties have set their hands on the day and date first written above.

TEMPORARY SCHOOL STAFF, INC.

By: Thomas D. McLennan / 6-3-10
Thomas D. McLennan / Cs: President / Date

By: James D. Meisinger - 6/3/10
Employee / Date

DISTRICT COSTS - ESTIMATED

% Savings \$ Savings

	Wages	\$128,816.52		
7.65%	FICA	\$9,855		
	Workers' Comp.	\$773		
16.94% until October 1, 2010, when it becomes 19.41%.	Retirement	\$24,209		
	Benefits	\$18,000		
	Reimbursements			
	Total	\$181,653		
	Daily Rate To Be Determined			

HAZEL PARK SCHOOL DISTRICT COST---\$181,653

TSS, Inc. Costs - ESTIMATED

% Savings \$ Savings

	Wages	\$128,816		
	FICA	\$0		
	Workers' Comp.	No cost		
	Retirement	No cost		
	Misc. Charges Including Lease	1,500		
	Credit	-1,500		
	Fee-13.65%	\$17,584		
	Total	\$146,400		
	Daily Rate To Be Determined			

TEMPORARY SCHOOL STAFF COST \$146,400

SAVINGS: \$181,653 - \$146,400 = \$35,253

\$41,504 divided by \$181,653 = a savings of 19.4%

Temporary School Staff, Inc. Pays:

Wages

Withholds FICA and pays matching amount

Withholds Federal and State Taxes

Issues normal W2

Workers' Compensation

State and Federal Unemployment

State Single Business Tax

Federal Corporate Taxes

Liability Policy-Hazel Park School District is Additional Insured in the amount of
\$3,000,000