

C. Kelly

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Melvindale Northern Allen Park School District, a general powers school district established and operated under the laws of the State of Michigan, of Melvindale, Michigan (hereafter referred to as the "District"); 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") and Cora M. Kelly, 4816 Parkside Blvd., Allen Park, MI 48101. This Agreement shall be effective when it is signed by all three parties.

SECTION ONE

District and the Contractor shall mutually agree that the beginning date of services as Superintendent/Director of Special Education shall be February 1, 2010, and shall extend through June 30, 2011. At the option of the Board, the Agreement may be extended for a period of three months to facilitate a transition to a permanent Superintendent/Director of Special Education.

SECTION TWO

The Contractor will provide the services of its employee who is listed in Appendix A. The job description for this employee shall also be provided and/or referenced in Appendix A but it is understood that said description may be changed at any time. The employee selected for this assignment shall be acceptable to the Melvindale Northern Allen Park School District Board of Education. Furthermore, the employee will comply with and adhere to the rules and procedures of the school district in the performance of her 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 services within the policies, rules and procedures of the Contractor which are identical in scope and application to those of the District with respect to the duties specified herein and covered hereby. The District will provide the Contractor with a description of anticipated service responsibilities to be provided by the Contractor and his employee as same may from time to time be established by the District. The Contractor's employee will be provided with support by the District as the Board reasonably determines to be needed to carry out the duties assigned.

It is mutually agreed that the employee who is employed and paid by the Contractor and assigned to the Board must be considered by the Board 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 by the District's Board or Administration.

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 Melvindale Northern Allen 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 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 Board agree to another arrangement.

SECTION FOUR

The Contractor shall have the right to discipline or discharge the employee only for just cause. 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 Board 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 as an employee of the District for any purpose.

SECTION FIVE

The Contractor will maintain workers' compensation coverage for its employee as required by law and shall comply with all other applicable federal, state, county and municipal laws, ordinances, rules and regulations. In addition, the Contractor shall have performed on the employee assigned, appropriate checks that would have been applicable to said employee had they been employed as a Central Office Employee or Building Administrator directly by the District and the result of said checks shall be available to the Board no later than 60 days after the commencement of this agreement. A prior employee of the District may be excused from such requirement as a consequence of her prior employment record. District shall bear no expense in connection with said checks if made.

SECTION SIX

District will pay the Contractor the amount 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 services rendered by the Contractor's employee. Payment 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. If no funds are forthcoming from the school district, the Contractor's employee will not be paid.

SECTION SEVEN

Contractor's Employee warrants and represents that all documents submitted and statements made in support of Contractor's Employee's application for the position and/or to receive this Agreement to perform the services herein contemplated were accurate and true, not calculated to mislead and that she has otherwise disclosed to the Contractor and the District all facts which could have materially affected the District's decision to enter into this Agreement with respect to the services to be provided pursuant hereto. Contractor's Employee agrees to hold the District and Contractor harmless from and indemnify them with respect to any damages suffered by the District or Contractor as a proximate result of a breach of this Section.

Contemporaneously with the signing of this Agreement, the Contractor's employee shall also sign the attached letter. (See Addendum)

SECTION EIGHT

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 NINE

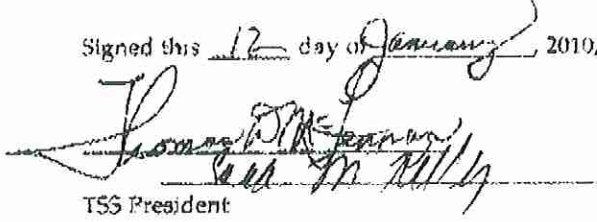
It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

SECTION TEN

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 12th day of January, 2010, by and between Contractor and District whose authorized representative has affixed his signature attesting thereto as follows;

For TEMPORARY SCHOOL STAFF, INC. (Contractor)

Signed this 12 day of January, 2010, by


Cora M. Kelly

TSS President

Cora M. Kelly

For the MELVINDALE NORTHERN ALLEN PARK SCHOOL DISTRICT (District)

Signed this 16 day of January, 2010, by:


Robert D. Mullin

Board of Education Representative

APPENDIX A

Employee Position: Superintendent/Director of Special Education of Schools

Employee Job Description: Per Existing District Description and as Required by Law for the position of Superintendent/Director of Special Education of Schools as may be hereafter and from time to time amended.

All inclusive, the Contract Amount is \$494.14 per day plus the fee of \$67.45 per day for a total contractual amount of \$561.59 per day. Please note: the fee includes the employer's social security obligation.

Signatures of Employer and Employee:

Thomas R. Thompson

Lisa M. Kelly

Date: 1/17/10

Date: 1/20/10

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 12th day of January, 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 Cora M. Kelly, 4816 Parkside Blvd., Allen Park, Michigan 48101, hereafter the "Employee."

1. The term of this agreement commences on February 1, 2010, and shall end on June 30, 2011, unless extended by mutual consent of the parties.
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 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 and the following benefits. The employee is entitled to 2.5 leave days per month with current level of sick leave days retained at the District. Further, neither compensated time off, nor accumulated time off allowance will be eligible for any severance purposes.
5. The Employee understands and agrees that she is subject to termination for just cause.
6. The Employee shall be entitled to compensation of \$494.14 per day devoting all the time necessary to perform the Superintendent/Director of Special Education's responsibilities as required, said compensation to be paid over the period of time assigned and Employee shall be entitled to payment on a twice a month 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 approved and 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.

Thomas M. Jensen

Date: 1/12/10

By: Cora M. Kelly

Date: 1/26/10