

OREGON-DAVIS SCHOOL CORPORATION

INTERIM SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered into this 1st day of January, 2016, by and between the **OREGON-DAVIS SCHOOL CORPORATION**, by its Board of School Trustees, as Employer and **JAMES DERMODY**, as Employee,

WITNESSETH:

1. **TERM**

Employer does hereby employ Employee to be Interim Superintendent of the Oregon-Davis School Corporation until June 30, 2016.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE INTERIM SUPERINTENDENT**

- A. Employee represents that he is the holder of a Superintendent's First Grade License issued under authority of the State of Indiana, or is in the process of gaining a reciprocal license.
- B. Employee, in consideration of the promise of Employer to pay the salary set out during the term, agrees to do and perform all the various duties connected with and pertaining to the office of the Superintendent of the Oregon-Davis School Corporation, and to supervise, direct and determine, subject to the approval of the Board of Trustees, all matters relating to the courses of study, methods of instruction, adoption of textbooks, supervision of children and teachers, custodial services, assignment of teachers and employment of teachers. Employee agrees to assume responsibility for the character of the school system, and to keep such records of the Employer as shall show the

Board of School Trustees at all times the true condition of the school corporation.

- C. The Employee shall organize, reorganize, and arrange the administrative and supervisory staffs, including instruction and business affairs which in his judgment best serves the Employer. The responsibility for selection, placement and transfer of personnel shall be vested in Employee, subject to approval by the Board. The Board, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

3. **COMPENSATION**

Employer, in consideration of the services to be performed by Employee and the covenants herein contained of Employee, agrees to pay as salary for such services of Employee, in the amount of \$500.00 per day.

4. **PROFESSIONAL LIABILITY**

- A. The Employer agrees that it shall defend, hold harmless and indemnify the Employee from any all demands, claims, suits, actions and legal proceedings brought against the Employee in his individual capacity, or in his official capacity as agent and employee of the Employer, provided the incident arose while the Employee was acting within the scope of his employment, excluding criminal litigation and provided such liability coverage is within the authority of the School Board to provide under state law. However, no individual Board member shall be personally liable for indemnifying the Employee against such demands, claims, suits, actions or legal proceedings.

5. **TERMINATION OF EMPLOYMENT CONTRACT**

A. This employment contract may be terminated by:


- I. Mutual Agreement of the parties;
- II. Discharge for Cause;
- III. Death of the Employee.

IN WITNESS WHEREOF, the Board has caused this employment contract to be approved in its behalf by a duly authorized officer and the Employee has approved the employment contract on the day and year first above written.

OREGON-DAVIS SCHOOL
CORPORATION BOARD OF SCHOOL
TRUSTEES, Employer

By

ATTEST:


James Dermody, Employee