

GALION CITY SCHOOL DISTRICT

CONTRACT OF INTERIM HIGH SCHOOL PRINCIPAL

It is hereby agreed by and between the Board of Education of the Galion City School District, hereinafter referred to as the Board, and James Klenk, hereinafter referred to as the Principal, that the Board, in accordance with action taken at a special Board meeting held on March 6, 2013, hereby employs James Klenk as follows:

<u>Position</u>	<u>Term</u>
Interim High School Principal	February 28, 2013 – June 20, 2013

TERMS

1. Compensation

Principal shall be compensated at the rate of Three Hundred Dollars (\$300.00) per day actually worked in this position. Partial days shall be prorated based on an eight (8) hour work day.

2. Other Employment Benefits

Principal shall not be entitled to any other employment benefits except mileage for travel from home to the high school and on official school business at the current rate for business mileage deduction established by the Internal Revenue Service; Board-paid membership in the Ohio Association of Secondary School Administrators during the term of his employment; and the benefits mandated by law, e.g. Workers' Compensation, State Teachers Retirement.

3. Duties and Responsibilities

Principal shall perform all duties specified under the laws of Ohio and the rules, policies and job description adopted by the Board for the position of High School Principal. The job description shall be deemed a part of this contract and may be amended during the term of this contract by the Board. It is recognized that these duties may require hours to be worked during times other than regular business hours. During the term of this contract, Principal shall maintain a license to serve as a High School Principal in the State of Ohio.

4. Vacation/Holidays

Principal shall not be entitled to vacation days or paid holidays and specifically waives any statutory rights to the same.

5. Personal / Sick Leave

Principal shall not be entitled to personal leave or sick leave and waives any statutory rights to the same.

6. Medical and Other Insurance Benefits/Medicare

The Board shall not provide any health, major medical, including hospital/surgical, vision and dental, or life insurance benefits because this is an interim position and insurance benefits are provided only to regular District employees. The Board shall, however, pay the Principal's share of the Medicare payroll tax.

7. Days of Work

Principal shall work such days as are reasonably necessary to perform the duties of the Principal as provided by law, Board policy and the Principal's job description. The Superintendent is hereby designated as the representative of the Board to design and modify the Principal's work schedule, including the approval of unpaid days off, so as to meet the needs of the District.

8. SERS Obligations

Principal agrees that he has been notified of and accepts his duties and obligations under Sections 3307.01 to 3307.99 of the Ohio Revised Code relating to the State Teachers Retirement System.

9. Indemnification

The Board agrees that it shall defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions, and legal proceedings brought by another party against the Principal in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Principal was acting in good faith within the scope of his employment (excluding criminal litigation and findings for recovery of public funds or property under Section 117.28 of the Ohio Revised Code) and any such liability coverage is within the authority of the Board to provide under state law. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose, whichever is greater, except that in no case will individual Board members be considered personally liable for indemnifying the Principal against such demands, claims, suits, actions, and legal proceedings.

10. Non-Renewal and Additional Contract

That Principal hereby acknowledges that as an Interim Principal he is not entitled to and expressly waives his right to Board action on non-renewal of this contract and notice of non-renewal of this contract, as well as to the right to evaluations as provided by ORC 3319.02 for regular Principals. Principal further acknowledges that the Board of Education has no duty to award him another contract upon the expiration of this contract.

11. Savings Clause

If any portion of this contract is deemed to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this contract on the dates set forth below.

Date

James Klenk, Interim High School Principal
Galion City School District

Date

Dennis Long, Board President
Galion City School District
Board of Education

Board Approved _____

Board Resolution # _____