

CONSULTING AGREEMENT
Between
THE BIG WALNUT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
and
Ronald A. McClure

This Agreement is entered into by and between the Big Walnut Local School District Board of Education (hereinafter “the Board”) and Ronald A. McClure (hereinafter “Consultant”).

WHEREAS the Board is desirous of employing Consultant effective August 1, 2022; and

WHEREAS the transition of authority to the District’s new Director of Administrative Services, Tim Wagner, from Consultant would be greatly facilitated by Consultant’s involvement and participation in the administrative affairs of the District, which involvement and participation would also assist Mr. Wagner in the effective transition and performance of his duties; and

WHEREAS Section 3313.171 of the Ohio Revised Code specifically authorizes the employment of consultants for matters relating to the administration of the School District.

BE IT THEREFORE RESOLVED that the Board and Consultant hereby enter into an agreement for the provision of consulting services as follows:

1. **ENGAGEMENT.** The Board hereby engages Consultant for the performance of consulting services and Consultant hereby accepts this engagement. The days Consultant shall work under this engagement shall be mutually agreed upon by Consultant and the Board, acting through its Superintendent.

2. **TERM.** This Agreement is effective as of August 1, 2022 and shall continue through August 31, 2022, unless mutually extended by agreement of the parties.

3. **PAYMENT.** The Board will compensate Consultant on a per diem basis at the rate of Three Hundred Eighty-Four Dollars and Nineteen Cents (\$384.19) per full day, in increments of no less than one quarter (1/4) of an hour, which compensation shall be payable on a monthly basis for up to a total not to exceed ten days (10). Consultant shall submit time sheets to the Treasurer’s Office that have been approved by the Superintendent, to properly document time worked and generate payment for services rendered in execution of this Consulting Agreement.

4. **STRS CONTRIBUTIONS**

The Board shall pay the employer’s share of STRS contributions. In addition, the Board shall “pick-up” (pay directly) the employee’s share of Consultant’s total retirement contribution to the State Teachers Retirement System on behalf of Consultant, plus all retirement contributions on this picked-up amount. During the term of this contract, this pick-up shall be a condition of Consultant’s employment in the School District and shall not be at the Consultant’s option. It is the intention of the parties that this picked-up amount be included in Consultant’s compensation for the purpose of calculating retirement benefits. It is also the intention of the parties that this

pick-up, together with contributions on the pick-up, be made with respect to all compensation provided under this contract, consistent with prevailing law and STRS regulations, unless otherwise specifically provided herein.

5. **EXPENSES**

A. TRAVEL

The Board shall reimburse Consultant for miles driven in the performance of his duties under this Consulting Agreement at the prevailing IRS mileage rate, after approval by the Superintendent. Consultant shall submit monthly mileage statements to the Treasurer's Office on approved District forms, and shall be reimbursed by warrant check. Mileage to and from Consultant's residence or Workplace and the Board's offices will not be considered travel for reimbursement.

B. OTHER EXPENSES

The Board will reimburse Consultant for any other reasonable expenses related to his work, upon prior authorization from the Superintendent. Consultant shall submit a copy of itemized expenses to the Treasurer's Office, and will be reimbursed (when applicable) by warrant check.

6. **DUTIES.** Consultant shall hold himself available to render, and shall render at the request of the Board, acting through its Superintendent, (subject to the time requirement and limit set forth in the next paragraph), consulting services relating to the management and administration of the District for the benefit of the District and the assistance of the new Director of Administrative Services.

7. **TIME REQUIREMENT AND LIMIT.** Consultant shall devote such time as may be reasonably required to perform Consultant's duties under this Agreement. In no event, though, will the total time compensated exceed ten (10) days.

8. **FACILITIES.** While this Agreement is in effect, the Board will make available to Consultant adequate physical facilities, within the Board's offices, together with clerical support and access to office equipment and facilities as may be reasonably necessary for Consultant to perform the terms of this Agreement.

9. **RISK.** Except for findings for recovery in an audit report and criminal proceedings, the Board agrees to defend, hold harmless, and indemnify Consultant from any and all demands, claims, suits, actions and legal proceedings brought against Consultant in his individual capacity, or his official capacity as agent of the Board, provided the incident arose while Consultant was acting within the scope of his duties in the good faith belief that his actions were in the best interest of the District, 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, and in no case will individual Board members be considered

personally liable for indemnifying Consultant against such demands, claims, suits, actions, and legal proceedings. This paragraph shall survive the Agreement.

10. **AMENDMENT**. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement, and it supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. Modifications to any provision of this Agreement shall be in writing, mutually agreed upon and signed by both parties; and shall become a part hereof, but such modification(s) shall not be construed as a new contract with Consultant, nor as an extension of the expiration date of this Agreement, unless specifically provided therein.

11. **SEVERABILITY**. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel the compliance with every provision of this Agreement.

13. **APPLICABLE LAW**. This Agreement shall be governed and construed in accordance with Ohio law.

In witness hereof, the following certify that both parties to this Agreement, the Board of Education of the Big Walnut Local School District and Ronald A. McClure, have entered into this Agreement on the date set forth below; however both parties agree that the effective date for the start of this Agreement is August 1, 2022 regardless of the date on which the Agreement is signed.

Ronald A. McClure

Douglas P. Cowl, President

Date

Date

Jeremy J. Buskirk, Treasurer

Date