

**ADMINISTRATIVE EMPLOYMENT CONTRACT  
BIG WALNUT LOCAL SCHOOLS**

This employment contract is entered into this **8th** day of **August 2011**, by and between the Board of Education of the Big Walnut Local School District, hereinafter called the "Board", and **Gary Barber**. Hereinafter called the "Administrator". The Board and the Administrator, for the consideration herein specified, agree as follows:

1. TERMS OF CONTRACT / ASSIGNMENT

The Board, hereby employs, and the Administrator hereby accepts employment as an administrative employee of the Board for a period commencing on the **1st** day of **August 2011**, and ending on the **31st** day of **July, 2015**. Administrative assignment is **Assistant Superintendent**. Such assignment is subject to change as provided in this agreement.

2. DUTIES OF ADMINISTRATOR

- A. The Administrator shall perform all duties as prescribed by law and as are consistent with Board policy for the position of Administrative Assignment.
- B. The Administrator shall perform the duties specified in the Job Description for Administrative Assignment as adopted by the Board, as it may be amended from time to time during the term of this contract. Such Job Description, as so amended, is hereby incorporated into this contract by reference as if fully restated herein.

3. COMPENSATION

The Board shall pay an annual rate of **\$107,500.00**, to be paid in equal installments in accordance with Board policy. This salary may be increased by mutual agreement during the term of this contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting salaries of all employees in the District. The Superintendent and/or designee shall evaluate the Administrator annually and results of the evaluation will determine salary adjustments. If the Superintendent/designee feel that an increase is warranted, the schedule will be as follows: 0% for the 2011/2012 school year, 1% for the 2012/2013 school year, 1.5% for the 2013/2014 school year and 2% for the 2014/2015 school year. If the State decides to go to performance-based compensation the Board will have the right to add to this compensation.

4. OTHER COMPENSATION

The Board shall provide the Administrator with sick leave, personal leave, professional liability insurance and severance pay. The Board will purchase a policy of group life insurance for the Administrator in an amount not less than two times the Administrator's annual salary. The Board will provide hospitalization and major medical insurance at a rate approved by the Board for administrators. Automobile mileage expenses incurred by the Administrator in the performance of the Administrator's duties of employment and submitted for reimbursement in accordance with Board policy will be reimbursed at the then-current IRS approved mileage expense deduction rate. The present rate of employee retirement contribution required of administration is 10.0% of annual compensation. The Board will "pick up and pay", as additional compensation, 10.0% of the Administrator's employee contribution. In addition, the Board will "pick up" the remaining amount of the Administrator's retirement contribution, reducing the Administrator's net compensation by the amount picked up.<sup>1</sup> The Board shall also continue to pick-up the employee's share to STRS (known as pick-up of the pick-up). If this provision becomes a local option based on the State budget, the District will make up the loss in compensation by increasing the salary amount by the same percentage or having the amount put into an investment option selected by the Administrator.

- A. Severance shall be paid for up to sixty (60) days of accrued, but unused sick leave. The payment shall be calculated at the per diem rate based on dividing the sum of current salary under all agreements by a 260 day contract. Upon separation from the District, any unused sick leave days after severance has been paid

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<sup>1</sup> The parties intend that the 10.0% of retirement contribution paid by the Board under this provision be treated by the School Employees Retirement System as a "pick up of the pick up".

shall be allowed to transfer to another district, if applicable. If this provision becomes a local option based on the State budget, the District will make up the loss in compensation by increasing the salary amount by the same or by deposition this amount into an investment option selected by the Administrator.

- B. In addition to all other compensation provided by this contract, the Board agrees to pay the Administrator a longevity pay of \$400 for each year of completed service in the Big Walnut Local School District. Such longevity pay shall become payable on the first pay of August after each year in which the Administrator completes such service, commencing the 2012-2013 school year. The amount may, at the option of the Administrator, be paid in regular installments through normal payroll procedures.

#### PROFESSIONAL GROWTH

- A. Meeting Expenses

The Administrator is encouraged to attend those professional meetings as are approved by the Superintendent, the actual and necessary expenses of said attendance to be paid by the Board in an amount up to one thousand one hundred dollars (\$1,100) per year.

- B. Membership Dues

The Board shall pay the Administrator's annual membership dues to related national school district associations as recommended by the Superintendent.

- C. Tuition / Registration Reimbursement

Reimbursement for educational training/graduate work up to \$3000.00 per fiscal year. Coursework must be approved in advance by the Superintendent.

#### 5. DAYS TO BE WORKED

The Administrator's rate of pay shall be calculated on the basis of 260 working days. The Administrator shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of this position will require the Administrator to work during times other than normal business hours.

#### 6. SICK LEAVE

The Administrator shall be entitled to the use of and accumulation of sick leave in accordance with Ohio law and Board policy.

#### 7. EXPENSES

The Board shall reimburse the Administrator for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under this contract subject to such limitations as provided by law and by Board policy. The Board will pay the Administrator a monthly allowance of \$250.00 per month to defray the cost of business travel in the Administrator's personal vehicle in lieu of mileage reimbursement.

#### 8. MEDICAL EXAMINATION

Upon request of the Board, the Administrator hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or in competency of the Administrator shall be filed with Treasurer of the Board, and shall be treated as confidential information. The cost of said medical examination shall be borne by the Board.

#### 9. ASSIGNMENT

During the term of this employment contract Administrator shall be subject to assignment or reassignment to any administrative position of employment in the school district, all of which are acknowledged to be positions of equal responsibility. The rate of compensation and benefits provided in this agreement shall not be reduced as the result of reassignment provided, however that in event of assignment to an administrative position for which a greater rate of compensation is provided, the Administrator will be paid at the higher rate beginning with the effective date of the reassignment.

10. CONTRACT TERMINATION

This employment contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement, disability, or death of the Administrator;
- C. Termination by the Board in accordance with the laws of Ohio

11. SAVINGS CLAUSE

If any portion of this contract is deemed illegal due to conflict with State or Federal law, the remainder of the contract shall remain in full force and effect; further, this contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

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Date

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Administrator

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President, Board of Education

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Treasurer, Board of Education