

GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO

RECORD OF PROCEEDINGS
Minutes –Special Board Meeting
May 9, 2019

The Board of Education of the Garfield Heights City School District met special session on Thursday, May 9, 2019 at the Garfield Heights Board of Education Offices, 5640 Briareliff Dr., Garfield Heights, Ohio 44125 at 1:30 p.m. with Mr. Gary Wolske, President of the Board, presiding.

ROLL CALL

Present: Mr. Wolske, Mrs. Chamberlin, Mr. Dobies, Mr. Juby
Absent: Mrs. Kitson

Moved by Mr. Juby, seconded by Mr. Dobies to approve Resolution No. 2019-07, Amending Contract for Employment of Treasurer/Director of Business Services, as presented in Exhibit "A".

Ayes: Juby, Dobies, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mr. Dobies to approve Resolution No. 2019-08, Amending Contract for Employment of Superintendent, as presented in Exhibit "B".

Ayes: Juby, Dobies, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mr. Dobies to approve Resolution No. 2019-09, a Contract for Employment of Mr. Sluka as its Treasurer/Director of Business Services, effective August 1, 2019 through July 31, 2024 as presented in Exhibit "C".

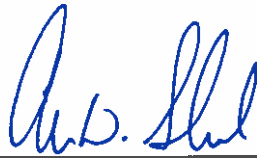
Ayes: Juby, Dobies, Chamberlin, Wolske
Nays: None

Moved by Mrs. Chamberlin, seconded by Mr. Juby to adjourn at 1:45 p.m.

Ayes: Chamberlin, Juby, Dobies, Wolske
Nays: None



President



Treasurer

RESOLUTION NO. 2019-07

WHEREAS, the Board had entered into a contract with Allen D. Sluka (“Mr. Sluka”) as its Treasurer/Director of Business Services effective August 1, 2016, and ending July 31, 2019, (“Contract”); and

WHEREAS, the Board recently evaluated Mr. Sluka’s performance during the 2017-2018 school year and determined he satisfactorily performed his duties; and

WHEREAS, Article VIII titled *Annual Base Salary & Benefits* of Mr. Sluka’s Contract recognizes the Board has discretion to increase Mr. Sluka’s annual base salary based on satisfactory performance of duties; and

WHEREAS, the Board desires to increase the annual base salary of Mr. Sluka based upon his satisfactory performance of duties during the 2017-2018 school year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board recently evaluated Mr. Sluka’s performance during the 2017-2018 school year and determined he satisfactorily performed his duties.

Section 2: The Board exercises its discretion under Article VIII titled *Annual Base Salary & Benefits* and resolves to increase Mr. Sluka’s annual base salary effective August 1, 2018, to One Hundred Fifty Thousand and Four Hundred Forty-Two Dollars (\$150,442.00), which reflects a 2% increase.

Section 3: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22

RESOLUTION NO. 2019-08

WHEREAS, the Board had entered into a contract with Terrance S. Olszewski (“Mr. Olszewski”) as its Superintendent effective August 1, 2017, and ending July 31, 2022, (“Contract”); and

WHEREAS, the Board recently evaluated Mr. Olszewski’s performance during the 2017-2018 school year and determined he satisfactorily performed his duties; and

WHEREAS, Article VIII titled *Annual Base Salary & Benefits* of Mr. Olszewski’s Contract recognizes the Board has discretion to increase Mr. Olszewski’s annual base salary based on satisfactory performance of duties; and

WHEREAS, the Board desires to increase the annual base salary of Mr. Olszewski based upon his satisfactory performance of duties during the 2017-2018 school year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board recently evaluated Mr. Olszewski’s performance during the 2017-2018 school year and determined he satisfactorily performed his duties.

Section 2: The Board exercises its discretion under Article VIII titled *Annual Base Salary & Benefits* and resolves to increase Mr. Olszewski’s annual base salary effective August 1, 2018, to One Hundred Fifty-Six Thousand and Seven Hundred Sixty-Two Dollars (\$156,762.00), which reflects a 2% increase.

Section 3: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

RESOLUTION NO. 2019-09

WHEREAS, the Board had entered into a contract with Mr. Sluka as its Treasurer/Director of Business Services effective August 1, 2016, and ending July 31, 2019; and

WHEREAS, the Board desires to employ Mr. Sluka as its Treasurer/Director of Business Services effective August 1, 2019, through July 31, 2024; and,

WHEREAS, Mr. Sluka desires to be employed by the Board as its Treasurer/Director of Business Services effective August 1, 2019, through July 31, 2024; and

WHEREAS, the Board desires to approve a Contract for Employment of Mr. Sluka as its Treasurer/Director of Business Services, effective August 1, 2019, through July 31, 2024, as contained in Exhibit C-1.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board approves the Contract for Employment of Mr. Sluka as its Treasurer/Director of Business Services, effective August 1, 2019, through July 31, 2024, as contained in Exhibit A, and authorizes the Board President to sign the Agreement on behalf of the Board.

Section 2: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal

**BOARD OF EDUCATION
OF THE
GARFIELD HEIGHTS CITY SCHOOL DISTRICT**

**CONTRACT FOR EMPLOYMENT OF
TREASURER/DIRECTOR OF BUSINESS SERVICES**

This agreement ("Agreement" or "Contract") is made and entered into by and between Allen D. Sluka ("Mr. Sluka" or "Treasurer/Director") and the Board of Education of the Garfield Heights City School District ("Board"), Cuyahoga County, Ohio, pursuant to action taken by the Board as found in the minutes of its public meeting held on the 9th day of May, 2019.

WHEREAS, the Board had entered into a contract with Mr. Sluka as its Treasurer/Director of Business Services effective August 1, 2016, and ending July 31, 2019; and

WHEREAS, the Board desires to employ Mr. Sluka as its Treasurer/Director of Business Services effective August 1, 2019, through July 31, 2024; and,

WHEREAS, Mr. Sluka desires to be employed by the Board as its Treasurer/Director of Business Services effective August 1, 2019, through July 31, 2024.

NOW, THEREFORE, it is mutually agreed by and between Mr. Sluka and the Board as follows:

ARTICLE I

TERMS OF APPOINTMENT: CERTIFICATION/LICENSURE

Mr. Sluka is employed pursuant to the provisions of Section 3313.22, 3319.031 and 3319.04, Ohio Revised Code, to serve as Treasurer/Director of Business Services of the Garfield Heights City Schools commencing August 1, 2019, and ending July 31, 2024, unless otherwise terminated in accordance with this Agreement.

This Agreement is contingent on Mr. Sluka passing a criminal record check. This Contract shall be null and void should Mr. Sluka be found to have a criminal conviction for any of the offenses outlined in the Ohio Revised Code which prohibit the Board from employing Mr. Sluka. In this case, the mandates of R.C. §3319.16 shall not be required. Mr. Sluka shall furnish throughout the life of this Agreement a valid and appropriate license certificate issued by the Ohio Department of Education to act as Treasurer of Schools in the State of Ohio.

The Treasurer/Director of Business Services waives any right he might otherwise have to a continuing contact, or to any other position, in the District by virtue of his entering into or performing under this Agreement.

ARTICLE II
DUTIES, DIRECTION AND ASSIGNMENT OF STAFF

Mr. Sluka shall faithfully perform the duties of Treasurer/Director of Business Services as prescribed by the laws of the State of Ohio and by rules, regulations, and position descriptions as adopted, or as same may be amended by the Board, and shall devote his time, energy, skills, expertise, labor and attention to said employment during the term of this Agreement. He shall, as the chief fiscal officer of the Board pursuant to Section 3313.22, Ohio Revised Code, carry out faithfully policies and directives of the Board. Mr. Sluka shall also perform all statutorily prescribed powers and duties of a business manager as provided under Sections 3319.031 and 3319.04, Ohio Revised Code, except recommending the appointment or discharge of non-educational employees. Mr. Sluka shall fulfill his duties in a professional manner.

The Treasurer/Director of Business Services 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 Treasurer/Director of Business Services to work during times other than normal business hours. The Treasurer/Director of Business Services expressly agrees to participate in activities related to the job.

The Treasurer/Director of Business Services shall comply with all duties set forth in the Ohio Revised Code Chapter 3313, including Sections 3313.26, 3313.29, 3313.31, and 3313.04 (subject to 3313.031). Before entering the duties of Treasurer, Mr. Sluka shall execute a bond pursuant to Ohio Revised Code Section 3313.25, as set forth by the Board. The Treasurer/Director of Business Services shall also perform any other duty required of him by the Ohio Revised Code and as set forth in Board Policy 1320.

Incapacity of the Treasurer shall be governed by Board policy 1350,

Prior to expiration of this Agreement, the Treasurer shall perform duties set forth in Ohio Revised Code Sections 3313.27 and 3313.28.

ARTICLE III
DAYS OF SERVICE; VACATION

The Treasurer/Director of Business Services' annual term of service shall be 260 days per contract year, inclusive of paid holidays. The Treasurer/Director of Business Services' per diem rate will be calculated on the basis of 260 working days.

The Treasurer/Director of Business Services shall be entitled to thirty (30) days of vacation during each contract year in which it is earned. Vacation shall be scheduled and taken in the contract year in which it is earned except the Treasurer/Director of Business Services may carry over and accumulate vacation up to a maximum of forty (40) days.

When the Treasurer/Director of Business Services uses his vacation, he shall be deemed to utilize the most recently earned vacation first. Any payment to the Treasurer/Director of Business Services resulting from the accumulation of vacation shall be made at the rate at which it was earned and will be at his per diem rate of pay. The Treasurer/Director of Business Services may elect to take vacation at a time mutually agreed upon the President of the Board of Education and the Treasurer/Director of Business Services.

The Treasurer/Director of Business Services shall have the option of cashing out fifteen (15) days of vacation that he accrues and does not use each contract year. Any vacation cashed out shall be deducted from the Treasurer/Director of Business Services' vacation accrual amount.

ARTICLE IV
SICK LEAVE

The Treasurer/Director of Business Services shall be entitled to sick leave as provided by Section 3319.141, Ohio Revised Code, and earned sick leave may accumulate in accordance with Ohio law and Board Policy.

If the Treasurer/Director of Business Services elects to retire during the term of this contract, or at the conclusion of any renewal, the Treasurer/Director of Business Services shall be entitled to the payment of unused sick leave at the rate and in the same manner as other twelve-month administrators. In instances when such cash payments are made, the daily rate of compensation of the Treasurer/Director of Business Services at the time payment is made shall determine the per diem rate.

ARTICLE V
HOLIDAYS

In general, the Treasurer/Director of Business Services shall not be required to work on, and shall receive his full salary for, all days designated as holidays on the school calendar. Nevertheless, the parties recognize that exigent circumstances could potentially arise requiring the Treasurer/Director of Business Services to work on a holiday and, in that eventuality, the Treasurer/Director of Business Services will devote such time as is necessary.

ARTICLE VI
LIABILITY INSURANCE

Liability insurance for the Treasurer/Director of Business Services shall be provided by the Board in accordance with the terms on which it is afforded to other administrators of the District.

ARTICLE VII
EXPENSES

The Board shall reimburse the Treasurer/Director of Business Services for all actual and necessary travel and other expenses required in the performance of the official duties of Treasurer/Director of Business Services during the term of this contract subject to such limitations as provided by law and Board Policy. There shall be no reimbursement for the travel or expenses from commuting to and from the District from the Treasurer/Director of Business Services' residence. The Treasurer/Director of Business Services must request and receive express authorization from the Board to travel outside a fifty mile radius and/or any travel requiring overnight lodging on any official business for which he plans to seek reimbursement from the Board.

The Treasurer/Director of Business Services shall be encouraged to attend those professional meetings as are approved by the Board, the actual and necessary expenses of said attendance to be paid by the District in accordance with Board policy.

In recognition of the need of the Treasurer/Director of Business Services to utilize his own cell phone and/or other communications device in the performance of his duties, the Board shall pay to the Treasurer/Director of Business Services a monthly communications equipment allowance of fifty dollars (\$50.00), subject to applicable deductions required by law.

ARTICLE VIII **ANNUAL BASE SALARY & BENEFITS**

A "contract year" begins August 1 and ends July 31 of the next year.

The Treasurer/Director of Business Services and Board agree that the annual base salary of the Treasurer/Director of Business Services shall be as follows:

One hundred fifty thousand four hundred forty-two dollars (\$150,442.00) for each contract year, less applicable deductions for taxes or as otherwise required by law. The salary shall be paid in equal installments in accordance with Board policy. The annual base salary may increase up to three percent, August 1 of each contract year, if the Board determines through its evaluation of the Treasurer/Director of Business Services that he has satisfactorily performed his duties. The Board may increase the base salary of the Treasurer/Director of Business Services during the term of this contract, but shall not decrease the Treasurer/Director of Business Services 's base salary, except as provided by law. The Board shall pay the employee's share of Medicare tax.

The Board shall provide the Treasurer/Director of Business Services with term life insurance in an amount equal to the annual base salary calculated on August 1 of each contract year.

The Treasurer/Director of Business Services shall be afforded the same major medical and dental insurance coverage afforded to other administrative employees of the District.

Upon request by the Treasurer/Director of Business Services, the Board shall withhold and transfer a portion of the Treasurer/Director of Business Services' salary to any existing tax deferred annuity program offered by the Board.

The Board shall reimburse the Treasurer/Director of Business Services for membership dues to organizations the Board agrees will assist the Treasurer/Director of Business Services in performing his duties up to a maximum of two thousand dollars (\$2,000.00).

As additional compensation, the Board will assume and pay to the School Employees' Retirement System ("SERS") on behalf of the Treasurer/Director of Business Services, all contributions otherwise payable by the Treasurer/Director of Business Services without reduction in his gross salary. In addition, as additional compensation, the Board will assume and pay to the SERS, on behalf of the Treasurer/Director of Business Services, contributions otherwise payable by the Treasurer/Director of Business Services on the contributions, i.e. the

Board will pay the "pick-up on the pick-up." The Board shall report all retirement computation of his final average salary and shall include such additional compensation for purposes of severance pay.

By affixing his signature hereto, the Treasurer/Director of Business Services represents that he has been notified as required by the Ohio Revised Code of his duties and obligation under Chapter 3309 of the Ohio Revised Code pertaining to the SERS as a condition of this employment.

ARTICLE IX **EVALUATION**

The Board will adopt procedures for evaluation of the Treasurer/Director of Business Services and shall evaluate the Treasurer/Director of Business Services in accordance with those procedures pursuant to Section 3313.22(D), Ohio Revised Code and any other applicable statutory section. The Board and Treasurer/Director of Business Services shall meet in executive session, at times and dates specified by the Board, for the purpose of evaluation of the performance of the Treasurer/Director of Business Services.

A written evaluation instrument shall be used and will be placed in the Treasurer/Director of Business Services' personnel file, with a copy being given to the Treasurer/Director of Business Services as well.

The Board shall devote at least one meeting before April 1 of each year of this contract for discussion of the working relationship between the Treasurer/Director of Business Services and the Board. At this meeting, which shall be conducted in executive session, the Board and the Treasurer/Director of Business Services shall decide the goals to be pursued by the Treasurer/Director of Business Services the next succeeding contract year.

ARTICLE X **COMMUNICATION**

The Treasurer/Director of Business Services and Board acknowledge direct communication between one another is essential to building a school system in which the goals of education can be achieved. The Treasurer/Director of Business Services agrees to keep the Board informed on at least a bi-weekly basis of all significant financial and legal issues.

ARTICLE XI **INDEMNIFICATION CLAUSE**

The Board agrees that it shall defend, hold harmless and indemnify the Treasurer/Director of Business Services from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer/Director of Business Services in his individual capacity, or in his official capacity as an employee of the Board, provided the incident occurred while the Treasurer/Director of Business Services was acting within the scope of his employment and in the good faith belief that such conduct was lawful and in the best interest of the School District. Criminal legal proceedings are expressly excluded from such indemnification. The Board shall provide liability insurance to cover legal damage and/or injury to persons or property resulting from any acts or omissions in the Treasurer/Director of Business Services' official capacity or resulting solely out of his employment

as Treasurer/Director of Business Services of Schools+ This section shall not, however, apply to any dispute between the Treasurer/Director of Business Services and the Board. Under no circumstances shall individual Board members be personally liable to the Treasurer/Director of Business Services under this provision.

ARTICLE XII
RENEWAL OR NON-RENEWAL

The Treasurer/Director of Business Services, at the expiration of his term of employment expiring July 31, 2024, will be deemed re-employed for a term of one year, ending July 31, 2025, at the same salary plus any increments that may be authorized by the Board, unless the Board, on or before the first day of March of the year in which the contract of employment expires, either re-employs the Treasurer/Director of Business Services for a succeeding term or gives the Treasurer/Director of Business Services written notice of its intention not to reemploy him.

ARTICLE XIII
TERMINATION FOR CAUSE

This contract may be terminated upon mutual agreement of the parties or for any reason pursuant to Section 3319.16, Ohio Revised Code. The procedural guaranties of Section 3319.16, Ohio Revised Code, including written specification of grounds for termination, hearing before the Board or before a referee, and representation at same by counsel, will be accorded to the Treasurer/Director of Business Services should termination proceedings pursuant to Section 3319.16, Ohio Revised Code, ensue.

Pursuant to Section 3313.22(B), Ohio Revised Code, Section 3319.16, Ohio Revised Code will not apply should the Treasurer/Director of Business Services become automatically disqualified from service.

ARTICLE XIV
COMPLIANCE WITH LAW; BINDING NATURE

It is the purpose and intent of the parties hereto that the provisions of this Agreement shall fully conform to the Ohio Revised Code and all other provisions of law. Should any provision of this Agreement be determined by a court of competent jurisdiction to be in conflict with or in violation of law now or hereinafter in effect, such provision shall be inoperative, but all other provisions shall remain in effect for the life of this Agreement.

This Agreement contains all terms agreed to by the parties and supersedes all prior written agreements, arrangements, and communications between the parties, whether oral or written.

Except as limited by the foregoing, the Board and Treasurer/Director of Business Services shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Board and Treasurer/Director of Business Services.

IN WITNESS WHEREOF, the Board of Education by its President and its Treasurer having been first duly sworn and authorized and Allen D. Sluka, have set their hand this ____ day of May, 2019.

Allen D. Sluka

For the
BOARD OF EDUCATION OF THE
GARFIELD HEIGHTS CITY SCHOOLS:

Gary Wolske, Board President

Treasurer