

**GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO**

**RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
July 5, 2012**

The Board of Education of the Garfield Heights City School District met in Special session on Thursday, July 5, 2012 at the Garfield Heights Board of Education Offices, 5640 Briarcliff Drive, Garfield Heights, Ohio 44125 at 6:00 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present: Mr. Juby, Mr. Wolske, Mr. Dobies, Mrs. Kitson, Mrs. Geraci

Absent:

ADOPTION OF AGENDA

Moved by Mr. Dobies, seconded by Mr. Wolske to adopt the agenda as presented.

Ayes: Dobies, Wolske, Geraci, Kitson, Juby

Nays: None

Moved by Mrs. Geraci, seconded by Mr. Dobies to approve the employment separation agreement with Awanda Brock and the Garfield Heights Teachers' Association dates July 3, 2012, contingent on the agreement not being revoked by July 10, 2012. This resolution makes the effective date of the agreement July 3, 2012, after the statutory revocation period has ended.

Ayes: Geraci, Dobies, Wolske, Kitson, Juby

Nays: None

Moved by Mrs. Geraci, seconded by Mr. Dobies to approve Resolution No. 2012-031, a Resolution approving the appropriation amendments, as presented in Exhibit "A"

Ayes: Geraci, Dobies, Wolske, Kitson, Juby

Nays: None

Moved by Mrs. Geraci, seconded by Mr. Dobies to approve Resolution No. 2012-032, a Resolution to renew the Employment Contract for Treasurer with Allen Sluka as presented in Exhibit "B"

Ayes: Geraci, Dobies, Wolske, Kitson, Juby

Nays: None

EXECUTIVE SESSION

Moved by Mr. Wolske, seconded by Mr. Dobies to enter into executive session at 6:02 P.M. to discuss the hiring of a superintendent.

Ayes: Wolske, Dobies, Geraci, Kitson, Juby

Nays: None

Adjournment from executive session at 7:57 p.m.

Moved by Mr. Wolske, seconded by Mr. Dobies approved Resolution No. 2012-033, a Resolution to enter into an Employment Contract for Superintendent with Terrance Olszewski, as presented in Exhibit "C".

Ayes: Wolske, Dobies, Geraci, Kitson, Juby

Nays: None

ANNOUNCEMENT OF NEXT BOARD MEETING

Board of Education Regular Meeting – 6:00 p.m.

Monday, August 20, 2012

Garfield Heights Board of Education Offices

5640 Briarcliff Drive

Garfield Heights, Ohio 44125

Moved by Mr. Dobies, seconded by Mr. Wolske to adjourn the meeting at 7:59 p.m.

Ayes: Dobies, Wolske, Geraci, Kitson, Juby

Nays: None



President



Treasurer

**APPROPRIATIONS
AMENDMENT REQUEST #3
Resolution #2012-031**

	Original Est Resource Appropriation Amount	Amended Est Resource Appropriation Amount	Difference Increase (Decrease)
GENERAL FUND (001)			
1100 REGULAR INSTRUCTION	\$ 13,585,600.00	\$ 13,925,600.00	\$ 340,000.00
1200 SPECIAL INSTRUCTION	\$ 2,410,500.00	\$ 2,430,500.00	\$ 20,000.00
1300 VOCATIONAL INSTRUCTION	\$ 210,200.00	\$ 225,200.00	\$ 15,000.00
1900 OTHER INSTRUCTION	\$ 2,868,000.00	\$ 3,168,000.00	\$ 300,000.00
2100 SUPPORT SERVICES - PUPILS	\$ 2,041,500.00	\$ 2,011,500.00	\$ (30,000.00)
2200 SUPPORT SERVICES - INSTRUCTIONAL STAFF	\$ 1,776,500.00	\$ 1,756,500.00	\$ (20,000.00)
2300 SUPPORT SERVICES - BOARD OF EDUCATION	\$ 171,500.00	\$ 171,500.00	\$ -
2400 SUPPORT SERVICES - ADMINISTRATION	\$ 3,557,500.00	\$ 3,582,500.00	\$ 25,000.00
2500 SUPPORT SERVICES - FISCAL	\$ 1,106,700.00	\$ 1,106,700.00	\$ -
2600 SUPPORT SERVICES - BUSINESS	\$ 550,500.00	\$ 515,500.00	\$ (35,000.00)
2700 SUPPORT SERVICES - OPERATION/MAINTENANCE PLANT	\$ 3,027,500.00	\$ 3,057,500.00	\$ 30,000.00
2800 SUPPORT SERVICES - PUPIL TRANSPORTATION	\$ 758,000.00	\$ 703,000.00	\$ (55,000.00)
2900 SUPPORT SERVICES - CENTRAL	\$ 372,000.00	\$ 372,000.00	\$ -
3000 COMMUNITY SERVICES	\$ -	\$ -	\$ -
4000 EXTRACURRICULAR ACTIVITIES	\$ 282,500.00	\$ 282,500.00	\$ -
5000 FACILITIES ACQUISITION/CONSTRUCTION	\$ 452,000.00	\$ 452,000.00	\$ -
6100 DEBT SERVICE	\$ 283,000.00	\$ 283,000.00	\$ -
7200 TRANSFERS OUT	\$ 100,000.00	\$ 156,000.00	\$ 56,000.00
7400 ADVANCES OUT	\$ -	\$ -	\$ -
7500 REFUND OF PRIOR YEAR RECEIPTS	\$ 5,000.00	\$ -	\$ (5,000.00)
7900 CONTINGENCY	\$ -	\$ -	\$ -
TOTAL GENERAL FUND APPROPRIATION/FUNCTION	\$ 33,558,500.00	\$ 34,199,500.00	\$ 641,000.00
PERSONAL SERVICES	\$ 19,947,000.00	\$ 20,142,000.00	\$ 195,000.00
EMPLOYEE RETIREMENT AND INSURANCES	\$ 6,484,000.00	\$ 6,584,000.00	\$ 100,000.00
PURCHASED SERVICES	\$ 4,771,900.00	\$ 5,086,900.00	\$ 315,000.00
SUPPLIES AND MATERIALS	\$ 605,100.00	\$ 585,100.00	\$ (20,000.00)
CAPITAL OUTLAY - NEW	\$ 45,000.00	\$ 45,000.00	\$ -
CAPITAL OUTLAY - REPLACEMENT	\$ 58,500.00	\$ 58,500.00	\$ -
DEBT SERVICE/LEASE PURCHASE	\$ 735,000.00	\$ 735,000.00	\$ -
OTHER OBJECTS	\$ 807,000.00	\$ 807,000.00	\$ -
OTHER FINANCING SOURCES	\$ 105,000.00	\$ 156,000.00	\$ 51,000.00
TOTAL GENERAL FUND APPROPRIATION/OBJECT	\$ 33,558,500.00	\$ 34,199,500.00	\$ 641,000.00
BOND RETIREMENT FUND (002)	\$ 3,425,433.00	\$ 3,425,433.00	\$ -
PERMANENT IMPROVEMENT FUND(003)	\$ 442,500.00	\$ 942,500.00	\$ 500,000.00
BUILDING FUND (004)	\$ 199,037.00	\$ 199,037.00	\$ -
FOOD SERVICE FUND (006)	\$ 1,321,000.00	\$ 1,521,000.00	\$ 200,000.00
SPECIAL TRUST FUND (007)	\$ 11,500.00	\$ 11,500.00	\$ -
ENDOWMENT FUND (008)	\$ 1,000.00	\$ 1,000.00	\$ -
UNIFORM SCHOOL SUPPLIES FUND (009)	\$ 110,000.00	\$ 135,000.00	\$ 25,000.00
CLASSROOM FACILITIES FUND (010)	\$ 2,300,000.00	\$ 2,300,000.00	\$ -
ROTARY-INTERNAL SERVICES FUND (014)	\$ 81,000.00	\$ 131,000.00	\$ 50,000.00
PUBLIC SCHOOL SUPPORT FUND (018)	\$ 129,000.00	\$ 129,000.00	\$ -
OTHER GRANT FUND (019)	\$ 18,700.00	\$ 18,700.00	\$ -
EMPLOYEE BENEFITS SELF INSURANCE FUND (024)	\$ 300,000.00	\$ 300,000.00	\$ -
CLASSROOM FACILITIES MAINTENANCE FUND (034)	\$ 230,200.00	\$ 230,200.00	\$ -
STUDENT MANAGED ACTIVITY FUND (200)	\$ 105,300.00	\$ 110,300.00	\$ 5,000.00
DISTRICT MANAGED ACTIVITY FUND (300)	\$ 141,700.00	\$ 141,700.00	\$ -
AUXILIARY SERVICES FUND (401)	\$ 624,000.00	\$ 624,000.00	\$ -
MANAGEMENT INFORMATION SYSTEM FUND (432)	\$ 16,200.00	\$ 16,200.00	\$ -
PUBLIC SCHOOL PRESCHOOL FUND (439)	\$ 110,513.00	\$ 123,513.00	\$ 13,000.00
ENTRY YEAR PROGRAMS FUND (440)	\$ -	\$ -	\$ -
SCHOOLNET EQUIP/INFRASTRUCTURE FUND (450)	\$ -	\$ -	\$ -
DATA COMMUNICATION FUND (451)	\$ 21,450.00	\$ 21,450.00	\$ -
SCHOOLNET PROFESSIONAL DEVELOPMENT FUND (452)	\$ 1,500.00	\$ 1,500.00	\$ -

APPROPRIATIONS
AMENDMENT REQUEST #3
Resolution #2012-031

	Original Est Resource Appropriation Amount	Amended Est Resource Appropriation Amount	Difference Increase (Decrease)
ALTERNATIVE SCHOOLS FUND (463)	\$ 38,783.00	\$ 68,783.00	\$ 30,000.00
MISCELLANEOUS STATE GRANTS FUND (499)	\$ 29,100.00	\$ 29,100.00	\$ -
EDUCATIONAL JOBS (504)	\$ 882,890.00	\$ 882,890.00	\$ -
IDEA PART B GRANT FUND (516)	\$ 834,683.00	\$ 950,683.00	\$ 116,000.00
TITLE II D - TECHNOLOGY FUND (533)	\$ 73,069.00	\$ 81,069.00	\$ 8,000.00
TITLE I SCHOOL IMPROVEMENT A FUND (536)	\$ 110,000.00	\$ 120,500.00	\$ 10,500.00
TITLE I SCHOOL IMPROVEMENT G FUND (537)	\$ -	\$ -	\$ -
TITLE I DISADVANTAGED CHILDREN FUND (572)	\$ 1,075,311.00	\$ 1,525,311.00	\$ 450,000.00
TITLE V INNOVATIVE EDUCATION FUND (573)	\$ 2,074.00	\$ 2,074.00	\$ -
DRUG FREE SCHOOL GRANT FUND (584)	\$ 5,946.00	\$ 75,946.00	\$ 70,000.00
IDEA PRESCHOOL-HANDICAPPED FUND (587)	\$ 38,289.00	\$ 53,289.00	\$ 15,000.00
IMPROVING TEACHER QUALITY FUND (590)	\$ 467,374.00	\$ 567,374.00	\$ 100,000.00
MISCELLANEOUS FEDERAL GRANTS FUND (599)	\$ -	\$ -	\$ -

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

CONTRACT FOR EMPLOYMENT OF TREASURER OF SCHOOLS

This agreement ("Agreement" or "Contract") is made and entered into by and between Allen D. Sluka ("Mr. Sluka" or "Treasurer") 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 5th day of July, 2012.

WHEREAS, the Board has determined it necessary to contract for employment of a Treasurer pursuant to Section 3313.22, Ohio Revised Code, and has determined to appoint Mr. Sluka to said position; and

WHEREAS, the Board, through its attorney, retained a consultant to conduct a salary and benefit analysis of the Treasurer position as well as operational duties performed by the Treasurer on an annual basis as part of the Board's continuing reduction plan and to make recommendations regarding an appropriate compensation structure; and

WHEREAS, the Board recognizes the District is at a critical point financially and needs to retain continuity in the Treasurer position to maximize the Board's ability to meaningfully address financial sustainability issues and retain savings realized through assignment of additional operational duties to the Treasurer; and

WHEREAS, Mr. Sluka represents he is willing and able to accept said appointment and employment as Treasurer of Schools of the Garfield Heights City Schools, with additional duties as may be mutually agreed upon between himself and the Board as provided in this Agreement.

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, Ohio Revised Code, to serve as Treasurer of Schools of the Garfield Heights City Schools commencing August 1, 2012, and ending July 31, 2016, unless otherwise terminated in accordance with this Agreement.

This Agreement is contingent on Mr. Sluka passing a criminal records 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 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 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 fulfill his duties in a professional manner.

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

The Treasurer shall comply with all duties set forth in the Ohio Revised Code Chapter 3313, including Sections 3313.26, 3313.29, and 3313.31. 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 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's annual term of service shall be 260 days per contract year, inclusive of paid holidays. The Treasurer's per diem rate will be calculated on the basis of 260 working days.

The Treasurer shall be entitled to twenty-five (25) 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 may carry over and accumulate vacation up to a maximum of forty (40) days. When the Treasurer uses his vacation, he shall be deemed to utilize the most recently

earned vacation first. Any payment to the Treasurer 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 may elect to take vacation at a time mutually agreed upon the President of the Board of Education and the Treasurer.

The Treasurer 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's vacation accrual amount.

ARTICLE IV

SICK LEAVE

The Treasurer 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 elects to retire during the term of this contract, or at the conclusion of any renewal, the Treasurer 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 at the time payment is made shall determine the per diem rate.

ARTICLE V

HOLIDAYS

In general, the Treasurer 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 to work on a holiday and, in that eventuality, the Treasurer will devote such time as is necessary.

ARTICLE VI

LIABILITY INSURANCE

Liability insurance for the Treasurer 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 for all actual and necessary travel and other expenses required in the performance of the official duties of Treasurer 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's residence. The Treasurer 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 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 to utilize his own cell phone and/or other communications device in the performance of his duties, the Board shall pay to the Treasurer 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 and Board agree that the annual base salary of the Treasurer shall be as follows:

One Hundred Ten Thousand Dollars (\$110,000.00) 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 (.03%) August 1 of each contract year, if the Board determines through its evaluation of the Treasurer that he has satisfactorily performed his duties. The Board may increase the base salary of the Treasurer during the term of this contract, but shall not decrease the Treasurer's base salary, except as provided by law. The Board shall pay the employee's share of Medicare tax.

The Board agrees that the Treasurer's annual base salary of One Hundred Ten Thousand Dollars (\$110,000.00) shall be retroactive to the time period August 1, 2011, through July 31, 2012. By August 15, 2012, the Treasurer shall receive payment for this retroactive annual base salary adjustment.

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

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

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

The Board shall reimburse the Treasurer for membership dues to organizations the Board agrees will assist the Treasurer 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, all contributions otherwise payable by the Treasurer 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, contributions otherwise payable by the Treasurer 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 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 and shall evaluate the Treasurer in accordance with those procedures pursuant to Section 3313.22(D), Ohio Revised Code. The Board and Treasurer shall meet in executive session, at times and dates specified by the Board, for the purpose of evaluation of the performance of the Treasurer.

A written evaluation instrument shall be used and will be placed in the Treasurer's personnel file, with a copy being given to the Treasurer 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 and the Board. At this meeting, which shall be conducted in executive session, the Board and the Treasurer shall decide the goals to be pursued by the Treasurer the next succeeding contract year.

ARTICLE X

COMMUNICATION

The Treasurer 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 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 from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in his individual capacity, or in his official capacity as an employee of the Board, provided the incident occurred while the Treasurer 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's official capacity or resulting solely out of his employment as Treasurer of Schools. This section shall not, however, apply to any dispute between the Treasurer and the Board. Under no circumstances shall individual Board members be personally liable to the Treasurer under this provision.

ARTICLE XII

RENEWAL OR NON-RENEWAL

The Treasurer, at the expiration of his term of employment expiring July 31, 2016, will be deemed re-employed for a term of one year, ending July 31, 2017, 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 for a succeeding term or gives the Treasurer 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 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 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 shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Board and Treasurer.

ARTICLE XV

STIPEND FOR ADDITIONAL RESPONSIBILITIES ASSIGNED BY BOARD

In accordance with R.C. §3313.22, the Treasurer shall be assigned additional responsibilities by the Board as are consistent with applicable sections of the Ohio Revised Code and interpretive case law. The Treasurer and Board acknowledge the District reduced a number of administrator positions, whose duties were reassigned to other personnel. The Treasurer has been performing other duties as assigned by the Board since 2009, all of which were consistent with applicable sections of the Ohio Revised Code and interpretive case law. The Treasurer agreed to perform those additionally assigned duties without additional compensation in an effort to support the Board in capturing financial savings resulting from elimination of those administrator positions.

The Board anticipates assigning the Treasurer additional responsibilities consistent with applicable sections of the Ohio Revised Code and interpretive case law during the term of this Agreement, so long as the Treasurer mutually agrees to these supplemental duties and provided these responsibilities do not conflict with the Treasurer's position. The Board, however, desires to retain its right to assign these additional responsibilities to other administrators should it decide to do so during the term of this contract. With this in mind, the Treasurer and Board agree that by August 15 of each contract year, the Board will notify the Treasurer of the additional duties it would like performed by the Treasurer under this Article. Should the Treasurer agree to perform these additional duties, the Board and Treasurer will agree to a stipend as compensation for the Treasurer performing those duties for that contract year. The stipend shall not become part of the Treasurer's annual base salary. The Board shall not be required to assign additional duties under this section to the Treasurer. If additional duties are assigned, the stipend shall be Twenty Thousand Dollars (\$20,000.00) for each contract year the additional responsibilities are performed. The Board and Treasurer shall sign a document reflecting any additional responsibilities assigned under this Article.

The Board agrees that the Treasurer shall receive Ten Thousand Dollars (\$10,000.00) by August 15, 2012 as compensation for the additional duties the Treasurer has performed since 2009. This payment shall not be treated as part of the Treasurer's annual base salary.

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 July, 2012.

Allen D. Sluka

BOARD OF EDUCATION OF THE
GARFIELD HEIGHTS CITY SCHOOLS

President, Board of Education

Treasurer

**BOARD OF EDUCATION
OF THE
GARFIELD HEIGHTS CITY SCHOOLS**

CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is made and entered into by and between Terrance S. Olszewski (hereafter "Mr. Olszewski" or " Superintendent") and the Board of Education of the Garfield Heights City School District (hereafter "Board" or "Board of Education"), Cuyahoga County, Ohio, pursuant to action taken by the Board as found in the minutes of its public meeting held on the 5th day of July, 2012.

WHEREAS, the Board has determined it necessary to contract for the employment of a Superintendent pursuant to Section 3319.01, Ohio Revised Code, and has determined to appoint Mr. Olszewski to said position; and

WHEREAS, Mr. Olszewski represents that he is willing and able to accept said appointment and employment as Superintendent of Schools of the Garfield Heights City Schools.

NOW, THEREFORE, it is mutually agreed by and between Mr. Olszewski and the Board of Education of the Garfield Heights City School District as follows:

ARTICLE I
TERMS OF APPOINTMENT; CERTIFICATION/LICENSURE

Mr. Olszewski is employed pursuant to the provisions of Section 3319.01, Ohio Revised Code, to serve as Superintendent of Schools of the Garfield Heights City Schools commencing August 1, 2012, and ending July 31, 2014, unless otherwise terminated in accordance with this contract.

This contract is contingent on Mr. Olszewski passing a criminal records check. This contract shall be null and void should Mr. Olszewski refuse to complete paperwork necessary for the Board to procure his criminal records check or should he 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. Olszewski. In this case, the mandates of R.C. §3319.16 shall not be required.

Mr. Olszewski shall furnish throughout the life of this Agreement a valid and appropriate license/certificate issued by the Ohio Department of Education to act as Superintendent of Schools in the State of Ohio.

The Superintendent waives any right he might otherwise have to a continuing contract, 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. Olszewski shall faithfully perform the duties of Superintendent 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 executive officer of the Board pursuant to Section 3319.01, Ohio Revised Code, carry out faithfully policies and directives of the Board. Mr. Olszewski shall fulfill his duties in a professional manner.

The Superintendent 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 Superintendent to work during times other than normal business hours. The Superintendent expressly agrees to participate in activities related to the job.

Pursuant to Section 3319.01, Ohio Revised Code, Mr. Olszewski shall direct and assign teachers and other employees under his supervision. Subject to all provisions of law, he shall have discretion to organize, reorganize, and arrange the administrative and supervisory staff so as to best serve the interests of the school district and to place and transfer personnel under his supervision. He shall be responsible for recommending to the Board the employment of personnel to work under his supervision for the administration of instruction.

Incapacity of the Superintendent shall be governed by Board policy 1260.

ARTICLE III
DAYS OF SERVICE; VACATION; PERSONAL DAYS

Days of Service:

The Superintendent's annual term of service shall be 260 days per contract, inclusive of paid holidays. The Superintendent's per diem rate will be calculated on the basis of 260 working days.

Vacation Days:

The Superintendent shall be entitled to twenty-five (25) 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 Superintendent may carry over and accumulate vacation up to a maximum forty (40) days.

When the Superintendent uses his vacation, he shall be deemed to utilize the most recently earned vacation first. Any payment to the Superintendent resulting from the accumulation of vacation shall be made at the rate at which it was earned and will be at his per

diem of pay. The Superintendent may elect to take vacation at a time mutually agreed upon by the President of the Board of Education and the Superintendent.

The Superintendent 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 Superintendent's vacation accrual amount.

Personal Days:

The Superintendent shall be entitled to three (3) personal days for each contract year. The Superintendent may take personal days in accordance with Board policy.

ARTICLE IV
SICK LEAVE

The Superintendent 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 Superintendent elects to retire during the term of this contract, or at the conclusion of any renewal, the Superintendent 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 Superintendent at the time payment is made shall determine the per diem rate.

ARTICLE V
HOLIDAYS

In general, the Superintendent 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 Superintendent to work on a holiday and, in that eventuality, the Superintendent will devote such time as is necessary.

ARTICLE VI
LIABILITY INSURANCE

Liability Insurance for the Superintendent shall be provided by the Board in accordance with the terms on which it is afforded to other administrators of the school district.

ARTICLE VII
EXPENSES

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties of Superintendent 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 Superintendent's residence. The Superintendent 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 Superintendent 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 Superintendent to utilize his own cell phone and/or other communications device in the performance of his duties, the Board shall pay to the Superintendent 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 Superintendent and Board agree that the annual base salary of the Superintendent shall be as follows:

One Hundred Thirty Thousand Dollars (\$130,000) 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 Superintendent that he has satisfactorily performed his duties. The Board may increase the base salary of the Superintendent during the term of this contract, but shall not decrease the Superintendent's base salary, except as provided by law. The Board shall pay the employee's share of Medicare tax.

The Superintendent shall receive longevity pay in accordance with Board policy.

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

The Superintendent shall be afforded the same major medical and dental insurance coverage afforded to other administrative employees of the school district.

Upon request by the Superintendent, the Board shall withhold and transfer a portion of the Superintendent's salary to any existing tax deferred annuity program offered by the Board.

The Board shall reimburse the Superintendent for membership dues to organizations the Board agrees will assist the Superintendent in performing his duties up to a maximum of two thousand dollars (\$2,000), unless otherwise agreed by the Board.

The Superintendent shall participate in the BASA Executive Coaching Program during the term of this Agreement. The Superintendent shall also attend BASA's New Superintendent Transition program during the 2012-2013 school year and BASA's Ohio School Leadership Institute during the term of this Agreement.

As additional compensation, the Board will assume and pay to the State Teachers Retirement System (STRS) on behalf of the Superintendent, all contributions otherwise payable by the Superintendent, without reduction in his gross salary. In addition, as additional compensation, the Board will assume and pay to the State Teachers Retirement System, on behalf of the Superintendent, contributions otherwise payable by the Superintendent 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 Superintendent represents that he has been notified as required by § 3307.58 of the Ohio Revised Code of his duties and obligation under Chapter 3307 of the Ohio Revised Code pertaining to the State Teachers Retirement System as a condition of this employment.

ARTICLE IX **OTHER COMPENSATION**

As part of compensation for all purposes, including but not limited to STRS retirement contribution, the Superintendent shall receive the following performance pay for student achievement advancement on the State Report Card:

1. **Two thousand dollars (\$2,000)** if the district achieves Effective Status.
2. **Five thousand dollars (\$5,000)** if the district achieves Excellent Status (or better).

ARTICLE X **EVALUATION**

The Board will adopt procedures for evaluation of the Superintendent and shall evaluate the Superintendent in accordance with those procedures pursuant to Section 3319.01, Ohio Revised Code. The Board and Superintendent shall meet in executive session no less than once every contract year, at times and dates specified by the Board, for the purpose of evaluation of the performance of the Superintendent.

A written evaluation instrument shall be used in the annual evaluation procedure and will be placed in the Superintendent's personnel file, with a copy being given to the Superintendent 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 Superintendent and the Board. At this

meeting, which shall be conducted in executive session, the Board and the Superintendent shall decide the goals to be pursued by the Superintendent of the next succeeding contract year.

ARTICLE XI
COMMUNICATION

The Superintendent 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 Superintendent agrees to keep the Board informed on at least a bi-weekly basis of all personnel, legal, and safety issues.

ARTICLE XII
INDEMNIFICATION CLAUSE

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an employee of the Board, provided the incident occurred while the Superintendent 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 Superintendent's official capacity or resulting solely out of his employment as Superintendent of Schools. This section shall not, however, apply to any dispute between the Superintendent and the Board. Under no circumstances shall individual Board members be personally liable to the Superintendent under this provision.

ARTICLE XIII
RENEWAL OR NONRENEWAL

The Superintendent, at the expiration of his succeeding term of employment expiring July 31, 2014, will be deemed re-employed for a term of one year, ending July 31, 2015, 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 Superintendent for a succeeding term or gives the Superintendent written notice of its intention not to re-employ him.

ARTICLE XIV
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 Superintendent should termination proceedings pursuant to Section 3319.16, Ohio Revised Code,

ensue.

ARTICLE XV

TRANSITION DAYS

The Board and Mr. Olszewski agree that for those work days from July 6, 2012, through July 31, 2012, the Board President may authorize Mr. Olszewski to work as a consultant, as the Board President deems necessary to effectuate a smooth transition on August 1, 2012, to his Superintendent position at the district. The Board will pay Mr. Olszewski the daily rate of \$504.62 for any transition day he works that is authorized by the Board President.

ARTICLE XVI

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 Superintendent shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Board and Superintendent.

IN WITNESS WHEREOF, the Board of Education, by its President and its Treasurer, having been first duly authorized, and Mr. Olszewski, have set their hand this 5th day of July, 2012.

Terrance S. Olszewski

BOARD OF EDUCATION OF THE
GARFIELD HEIGHTS CITY SCHOOLS

President, Board of Education

Treasurer