

ADDENDUM TO SUPERINTENDENT'S CONTRACT

This Addendum to the Superintendent's Contract, by and between Joelle M. Magyar (the "Superintendent") and the Brecksville-Broadview Heights City School District Board of Education (the "Board"), is entered into for the purpose of amending the Superintendent's Contract currently in effect, superseding any conflicting or inconsistent terms or provisions contained therein.

WHEREAS, the Board and the Superintendent are parties to a Contract of Employment in effect from June 1, 2016 through July 31, 2019 ("the Contract"), pursuant to which the Superintendent is employed by the Board to provide services as Superintendent of the Brecksville-Broadview Heights City School District, and pursuant to which the Board provides the Superintendent with certain compensation for providing such services.

NOW, THEREFORE, the Board and the Superintendent mutually agree as follows:

Effective August 1, 2018, the following addendums to the current contract shall be in effect for the 2018-2019 contract year:

1. Salary – The Superintendent's base salary shall be increased 1.75%.
2. Annuity – All or any portion of the 6.5% annuity amount can be taken as cash payment to be distributed in two (2) equal payments each contract year
3. Vacation Leave – At her election, and in addition to her option to carry over five (5) days to the next Contract year, the Superintendent will be paid for up to five (5) days of unused vacation annually at the per diem rate.
4. Per Diem Rate – The per diem rate of pay calculations shall be consistent with the method use for all eligible District administrators in Section 1(B) of the Administrative Personnel Guidelines effective July 1, 2016.
5. Compensatory Days – The Superintendent shall have the right to accrue up to five (5) days annually of compensatory time for hours worked beyond the regular work day. Unused compensatory days may not be rolled over to the next work year.

IN WITNESS WHEREOF, the Board, through its duly authorized representatives, and the Superintendent have executed this Addendum on the day and year first above written.

SUPERINTENDENT

BRECKSVILLE-BROADVIEW HEIGHTS
CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Joelle Magyar 8/7/18
Joelle M. Magyar, Date
Superintendent

By: Heather Mack 8/8/18
Board President Date

By: Jeffrey Bell 8/7/18
TREASURER

Brecksville-Broadview Heights City School District

CONTRACT OF EMPLOYMENT

This Contract of Employment made and entered into at Brecksville, Ohio, this 6th day of August, 2018, by and between the board of Education of the Brecksville-Broadview heights City School District (“Board”), Cuyahoga County, Ohio, and Joelle M. Magyar, pursuant to Revised Code 3319.01 and in accordance with a resolution adopted by the Board at a meeting held on August 6, 2018.

WITNESSETH:

1. Term of Employment

The Board, pursuant to action take in accordance with the provisions of law, hereby employs, Joelle M. Magyar as Superintendent of the Brecksville-Broadview Heights City School District (“Superintendent”) for a term beginning on the 1st day of August, 2019, and ending on the 31st day of July, 2022.

2. Duties

The Superintendent shall perform the duties of the Superintendent of Schools in and for the public schools in the District as prescribed by the laws of the State of Ohio and by the rules and regulations made thereunder by the Board. The Board will review the performance of the Superintendent annually.

The administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff. The responsibility for the recommendation, placement and transfer of personnel shall be vested in the Superintendent and her staff. The School Board, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention, to the Superintendent for study and recommendation.

3. Compensation

The Board, in consideration of the services to be rendered by the Superintendent, hereby agrees to pay her compensation in the form of a base salary, fringe benefits provided in this paragraph and other compensation as provided herein. Any adjustment of compensation made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract. Said compensation will be payable in equal installments at the same time and in the same manner as other full-time twelve-month administrative employees of the Board (unless provided herein otherwise) and shall not be less than the compensation paid during the preceding year of the Contract.

a. Salary

The Superintendent's base salary shall be increased 1.75% each year of this Agreement. The base salary shall be reviewed annually for possible increase based upon mutual agreement.

b. Fringe Benefits

The Superintendent shall receive annually, in addition to the above-stated base salary, such fringe benefits, which are provided to other certificated employees in accordance with Board Policy BCE and Administrative Guidelines BCE-R1, which are incorporated herein and made part hereof, except as otherwise specifically set forth in this Contract.

c. Work Year

The Superintendent's work year shall consist of two hundred sixty (260) days, inclusive of twelve (12) holidays and twenty-five (25) vacation days.

4. Extent of Service

The Superintendent will furnish throughout the life of this Contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Ohio as directed by the School Board. The Superintendent hereby agrees to devote her time, skill, labor and attention to said employment during the term of this Contract; provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with performance of the duties hereunder, up to five (5) days not to be deducted from vacation leave.

5. Evaluation

The Board and the Superintendent shall annually establish goals and objectives for the Superintendent. The Board shall annually evaluate the Superintendent by conducting no less than one (1) executive session per year at either a regular or special meeting of the Board for the express purpose of discussing her performance and a discussion of the working relationships between the Superintendent and the Board. Additional evaluation sessions may be held at the request of either party.

6. Disability

Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control, the Board may in its discretion take such action as is appropriate in accordance with the policy of the Board governing Incapacity of Superintendent/Appointment of Superintendent Pro Tempore adopted June 24, 1991, as amended.

7. Annual Physical Examination

The Superintendent shall be required to obtain an annual physical examination by a doctor or doctors of her choice within the District's PPO network, the cost of which shall be fully paid by the Board to the extent not covered by insurance.

8. Annuity

At the end of each calendar month of employment under this Contract, the Board shall contribute on behalf of the Superintendent to an annuity contract or custodial account which is tax qualified under IRC § 403(b) (an "Annuity") as selected by the Superintendent from a list of Providers that are available under the Section 403(b) Plan of the District, and/or from IRC Section 401(a) or IRC Section 457, or any combination of such plans, as determined by the Superintendent. The amount to be contributed to the Annuity for each month shall be equal to one twelfth (1/12) of six and one-half percent (6.5%) of the base salary that is payable pursuant to Paragraph 3(a) above. The annuity shall be the property of Superintendent both before and after separation from employment. The Superintendent acknowledges that for federal income tax purposes, the payments to the Annuity or other IRS tax-sheltered payments shall be treated as salary reduction contributions on behalf of the Superintendent. The Board agrees to fully cooperate with the Superintendent to implement tax-sheltering decisions by the Superintendent to the extent allowed under law consistent with the above. At the sole discretion of the Superintendent, any portion or all of this six and one-half percent (6.5%) annuity amount can be taken as cash payment to be distributed in two (2) equal payments each contract year, or can be taken as compensation to be included in bi-weekly salary payments, so long as the total payments made under this Section to the Superintendent or to the annuity company do not exceed the six and one-half (6.5%) total amount allowed in this Section 8 – Annuity. The amounts paid to the Annuity and/or paid to the Superintendent shall be considered part of the base salary of the Superintendent for STRS and other purposes.

9. Medicare Pick Up and Tax Matters

The Board shall pay on behalf of the Superintendent the Superintendent's share of the Medicare payroll tax (currently 1.45% of salary). Superintendent acknowledges that this payment must be treated as taxable income for federal income tax purposes.

The Treasurer shall be entitled to withhold from the cash salary and other cash amounts payable to the Superintendent, all amounts the Treasurer deems to be necessary or desirable for assuring compliance with the tax withholding requirements of the law; and the Treasurer shall report the compensation and withholding of taxes to tax and other governmental authorities as the treasurer deems to be required by law.

10. Vacation Leave

On August 1 of each year of this Contract, the Superintendent will have available twenty-five (25) days of vacation annually, exclusive of legal holidays. Vacation days may be taken within the twelve (12) months of the year in which they are earned. If the Superintendent does not use all twenty-five (25) days of vacation during the Contract year, with respect to a maximum of five (5) unused

vacation days from that Contract year, the Superintendent may elect that all or any portion of them are to be carried over to the next Contract year. Also, at her election, the Superintendent will be paid for up to five (5) days of unused vacation annually at the per diem rate. She will be paid for such days at the per diem rate in effect at the time of the conversion. If any unused vacation days are carried over to the next Contract year, those days shall be considered to be the first vacation days used in the subsequent Contract year; and if the carried over days are not used in the subsequent Contract year, they shall be forfeited. Thus, the maximum amount of vacation days that can be carried over or paid at the end of any Contract year is for five (5) days that were not used in the current Contract year.

11. Sick Leave

The Superintendent was previously entitled to transfer all of the accrued but unused sick leave days that she has with her immediately previous employer, as of the date of her termination of employment with that employer. On August 1 of each year of this Contract, the Superintendent will have available fifteen (15) days sick leave annually. Unused sick leave shall be cumulative to the maximum number of days as provided by Board Policy for the professional staff. Sick leave day use shall be deemed to be first from the days accumulated under this Contract or otherwise while employed at Brecksville-Broadview Heights City School District.

12. Severance Pay

If the Superintendent retires from STRS, the Superintendent shall be paid for (a) the total amount of her accumulated but unused vacation days from the current Contract year (i.e. excluding any carryover days); and (b) thirty percent (30%) of any accumulated but unused sick days that are accrued under this Contract earned on or after June 1, 2016. All payments of severance pay under this Paragraph 12 shall be based upon the Superintendent's *per diem* rate in effect at the time of retirement. One-half ($\frac{1}{2}$) of all amounts due under this Paragraph shall be made within thirty (30) days of the date of separation from employment. The remaining amount will be paid twelve (12) months following the Superintendent's effective date of retirement. All Severance Pay shall be subject to the terms of the 403(b) Plan that has been adopted for administrators. Accordingly, to the extent provided in the 403(b) Plan, Severance Pay of the Superintendent shall be payable directly to the annuity contract that is being used in conjunction with the terms of the 403(b) Plan.

Notwithstanding the foregoing, if the Superintendent's separation is triggered by a termination pursuant to ORC Section 3319.16, the Superintendent will not be able to receive payment for any unused vacation days and will only be eligible for severance to the extent payment is required under ORC Section 124.39 (upon retirement).

If the employment of the Superintendent is terminated on account of death or the Superintendent dies after separation from employment but prior to receiving payment of her severance pay, payments shall be made to Superintendent's surviving spouse (if any); and if there is no surviving spouse, payment shall be made to the estate of the Superintendent.

13. Per Diem Rate

The *per diem* rate of pay calculations shall be consistent with the method used for all eligible District administrators in Section 1(B) of the Administrative Personnel Guidelines effective July 1, 2016.

14. Expenses

The Board recognizes that the Superintendent, in rendering the services hereunder, will be required to attend professional meetings and incur other expenses for various activities, which will be beneficial to the District. The Superintendent may attend appropriate professional meetings at the local, state and national level, the expenses of said attendance to be incurred by the District. The Board shall reimburse the Superintendent for her ordinary, necessary and reasonable expenses relating to such activities and meetings upon submission of written receipts. The Board shall also pay a mileage allowance to the Superintendent at the IRS rate. The Superintendent will also be provided a laptop. The Superintendent is responsible for providing a cell phone that is used for school business purposes without any allowance to be provided by the Board.

15. Termination for Cause

Throughout the term of this Contract, the Superintendent shall be subject to discharge for "good and just cause" provided, however, that the Board does not arbitrarily or capriciously call for dismissal and that the Superintendent shall have the right to specific written charges, notice of hearing and a fair hearing before the Board, and such other rights as may be provided by law. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the expenses of said legal counsel will be incurred by the Superintendent.

16. Extension

The Board may, by specific action, extend the termination date of the existing contract; the extended contract may not exceed a total of five (5) years. Failure to notify the Superintendent, in writing, no later than the first day of December of the year in which her Contract of employment expires, of the Board's intent not to renew the Contract will result in a one-year extension of the existing contract.

17. Professional Dues

The Board shall pay the cost of the Superintendent's membership in the following professional organizations: BASA, AASA, and GCSSA. Upon request of the Superintendent, the Board may also approve the cost of the Superintendent's membership in other professional organizations and/or the cost of the Superintendent's attendance at other appropriate professional meetings at the local, state, and national level. To qualify for payment, such professional organization must be educational in nature and/or relate to the performance by the Superintendent of her duties for the District and shall include, but not be limited to, community organizations. "Cost of membership" and cost of attendance shall

include, but not be limited to, dues, assessments, and reasonable expenses (including travel expenses) relating to membership in and attendance at meetings of the organization.

18. Compensatory Days

The Superintendent shall have the right to accrue up to five (5) days annually of compensatory time for hours worked beyond the regular work day. Unused compensatory days may not be rolled over to the next work year.

19. Entire Agreement

This Contract contains the entire agreement of the parties; it may not be changed orally but only by an agreement, in writing, signed by the parties. To the extent the terms of this Contract provide the Superintendent with additional or different benefits beyond those referenced in the Administrative Personnel Guidelines BCE-R1, this Contract shall govern.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the day and year first above written.

(X) Joelle Magyar 8/7/18
Joelle M. Magyar, Superintendent

(X) Kathleen Mack 8/8/18
Kathleen Mack, President
Brecksville-Broadview Heights
Board of Education