2018-2019 EMPLOYMENT CONTRACT BETWEEN CHRISTINA GALVAO AND THE RED BANK REGIONAL HIGH SCHOOL BOARD OF EDUCATION

THIS CONTRACT OF EMPLOYMENT is made and entered into this 20th day of June, 2018 by and between the **RED BANK REGIONAL BOARD OF EDUCATION**, with offices located at 101 Ridge Road, Little Silver, New Jersey, 07739 (hereinafter "the Board").

and

CHRISTINA GALVAO, whose address is 242 Hawaii Drive, Brick, New Jersey 08723, whose position is to be the Business Administrator/Board Secretary (hereinafter "Business Administrator").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein.

WHEREAS, the Board and the Business Administrator believe that a written employment contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Christina Galvao the position of Business Administrator, and she has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 20, 2018 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Business Administrator, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby agrees to employ Christina Galvao as the Business Administrator of the Red Bank Regional Board of Education for the period beginning <u>July 1, 2018</u> and ending <u>June 30, 2019</u>.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification

The Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department is Education is revoked, this contract is null and void as of the date of the certificate revocation.

The Business Administrator further agrees to comply with all other legal requirements respecting the employment of a Business Administrator.

B. Duties:

The Business Administrator shall be the assistant executive and administrative officer second in command to the Superintendent of Schools. The Business Administrator shall devote her full time, attention, and energy to the business of the school district. The Business Administrator shall report directly to the Superintendent of Schools, and serve in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future.

All duties assigned to the Business Administrator by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Business Administrator, and shall be set by Board policy and in the Job Description for the Business Administrator which may be modifies from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF BUSINESS ADMINISTRATOR

The Board encourages the continuing professional growth of the Business Administrator through her participation as she and the Superintendent might decide. In light of her responsibilities as the Business Administrator, the Business Administrator is entitled to attend one (1) national conference and two (2) state conferences per fiscal year. With the prior approval of the Board and the Superintendent, the Business Administrator shall be reimbursed up to Two Thousand Five Hundred Dollars (\$2,500.00) per national conference and One Thousand Five Hundred (\$1,500.00) per state conference. Expenses for meals, lodging, registration, and transportation for national and state conferences shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Business Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. COMPENSATION

A. Salary:

The Board shall pay the Business Administrator an annual salary of \$162,407. This annual salary shall be paid to the Business Administrator in accordance with the payroll schedule for other certified employees.

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B. Longevity:

The Business Administrator shall be paid a longevity stipend of \$1,000 at 10 years of service in the district.

C. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the compensation and/or benefits of the Business Administrator shall not be reduced.

5. BENEFITS

A. Vacation/Personal Days/Holidays:

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The Business Administrator shall be granted 21 vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator on <u>July 1, 2018</u> upon approval by the Superintendent. If business demands prohibit the Business Administrator from using all of her allotted vacation days in a given year, she may carry over up to five (5) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

The Business Administrator shall be granted three (3) personal days annually, calculated and prorated on an annualized basis upon approval by the Superintendent. Unused personal leave at the end of each contract year shall convert to sick days and shall accumulate from year to year, as provided by law.

The Business Administrator shall be granted three (3) family illness days annually, calculated and prorated on an annualized basis upon approval by the Superintendent for use by the Business Administrator to care for an ill parent, spouse/partner or child.

The Business Administrator shall be granted five (5) bereavement days with pay for the purposed of attending to matters immediately following the death of an immediate family member. For purposes of this Contract of Employment "immediate family member" shall be defined as the Business Administrator's spouse, parent, other member of the immediate household, child, step-child, grandchild, step-grandchild, grandparent, sibling or parent-in-law. Unused bereavement leave at the end of each contract year shall not be cumulative.

The Business Administrator shall be entitled to time off with pay for all holidays observed by the district and to such other days off with pay as are established by the school calendar, with the exception of non-school days when administrators/supervisors are providing supervision to staff members who are scheduled to work on such days.

B. Health Care Benefits:

The Business Administrator shall receive health care benefits as designated below. The Business Administrator shall contribute towards the cost of health benefit premiums in accordance with P.L. 2011, Chapter 78. The remaining costs associated with the health benefit premiums shall be paid for by the Board.

The medical benefit program consists of a level of benefits equal to the Direct 10 Plan offered by the School Employees Health Benefit Program (SEHBP).

The Business Administrator shall receive dental benefits.

C. Disability Insurance

The District will pay the cost of the Business Administrator's current disability insurance policy up to \$2,000 annually.

D. Sick Leave:

The Business Administrator shall be provided with twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Business Administrator on July 1, 2018, upon approval by the Superintendent. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year and accumulated sick leave shall be eligible for reimbursement in accordance with law. Upon retirement and notice to the Board all unused, accumulated sick days shall be reimbursed, at the final per diem rate which shall be calculated at 1/260 of the Business Administrator's then annual salary. Such reimbursement for sick days shall not exceed the limits set by law.

Requests for additional non-accumulative sick leave benefits shall be decided by the Board on an individual basis pursuant to law.

E. Administrative Leave:

At the discretion of the Superintendent, the Business Administrator may be granted administrative leave not to exceed five (5) days per fiscal year.

F. Membership Fees:

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The Board shall pay the Business Administrator's annual professional dues towards her membership in the NJASBO, ASBO International, and the Monmouth County ASBO.

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G. Expense Reimbursement:

The Board shall reimburse the Business Administrator for expenses incurred for travel and sustenance in the performance of the Business Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers at the rate of thirty (.30) cents per mile, plus tolls. The Business Administrator shall be reimbursed for expenses pursuant Board policy, upon prior approval of the Superintendent and the Board, and pursuant to <u>N.J.S.A.</u> 18A:11-12 and regulations promulgated thereunder.

6. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Business Administrator's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment. Pursuant to law, payment shall not exceed \$15,000, except to the extent as permitted by law.

B. Accumulated Unused Vacation Days:

Upon the Business Administrator's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Business Administrator's daily rate of pay, based upon a 260-day work year, following her last day of employment.

C. Payment to Estate:

If the Business Administrator dies before her Employment Contract year is completed, payment for any accumulated unused vacation days due to the Business Administrator shall be made to her estate in accordance with law.

7. EVALUATION

The Superintendent shall evaluate the performance of the Business Administrator in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the

Business Administrator, and the Superintendent and Business Administrator shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Business Administrator as set forth in her job description, and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation instrument shall be developed and approved by the Superintendent and the Business Administrator on or prior to the execution of this Contract of Employment.

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8. NOTICE OF EMPLOYMENT

In accordance with law, the Business Administrator shall receive either (a) a written offer of a contract from the Board for the next succeeding year providing for at least the same terms and conditions of employment, as permitted by law, but with increases in salary and benefits as may be required by law or Board policies; or (b) a written notice from the Superintendent that such employment will not be offered.

9. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident arose while the Business Administrator was acting within the scope of her employment, and, as such liability coverage is within the authority of the Board was provided by law.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual Agreement of the parties;

B. Unilateral termination by the Business Administrator upon sixty (60) days written notice to the Board;

C. Unilateral termination by the Board upon sixty (60) days written notice to the Business Administrator;

D. Actions consistent with law;

E. In the event that the Business Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of the revocation; or

F. Elimination of position of Business Administrator consistent with law.

11. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and upon the prior approval of the Executive County Superintendent.

12. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

13. SAVINGS CLAUSE

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

WHEREAS, the Business Administrator approves the terms and conditions of this Employment Contract, and agrees to be bound by same;

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education at its meeting of *June 20, 2018* said action having been made a part of the official minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract effective on the day and year first above written.



State of New Jersey

DEPARTMENT OF EDUCATION Monmouth County Office 4000 Kozloski Road PO Box 1254 Freehold, NJ 07728-1264 Phone: 732-431-7810 Fax: 732-776-7237

LAMONT O. REPOLLET, ED.D. Acting Commissioner

DR. LESTER W. RICHENS Interim Executive County Superintendent

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER LI. Governor

May 22, 2018

Ms. Christina M. Galvao School Business Administrator Red Bank Regional High School District 101 Ridge Road Little Silver, NJ 07739

Dear Ms. Galvao:

I have reviewed the employment contract for Ms. Christine M. Galvao, as School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2018 through June 30, 2019.

If there are any changes to the terms of this contract, you will need to submit it to Dr. Lester W. Richens, Interim Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

FOR ANNUAL CONTRACTS:

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Sincerely,

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Dr. Lester W. Richens Interim Executive County Superintendent

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www.nj.gov/education



State of New Jersey

DEPARTMENT OF EDUCATION Monmouth County Office 4000 Kozloski Road PO Box 1264 Freehold, NJ 07728-1264 Phone: 732-431-7810 Fax: 732-776-7237

LAMONT O. REPOLLET, ED.D. Acting Commissioner

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PHILIP D. MURPHY Governor

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Dr. Lester W. Richens Interim Executive County Superintendent

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