

EMPLOYMENT AGREEMENT

Between

THE READINGTON TOWNSHIP BOARD OF EDUCATION

And

GAYE VILLA

This Employment Agreement made this ____ day of _____, 2014 by and between the Readington Township Board of Education whose principal offices are located at 52 Readington Road, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Board"), and Gaye Villa, (hereinafter referred to as "Villa").

WITNESSETH:

WHEREAS, the Board and Villa are desirous of entering into an Employment Agreement which sets forth the terms and conditions of employment for the position of Assistant Business Administrator/Assistant Board Secretary;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the Employment Agreement.

1. TERM

The Board hereby employs and Villa hereby accepts employment as Assistant Business Administrator/Assistant Board Secretary for the period beginning July 1, 2014 and ending on June 30, 2015.

2. COMPENSATION

a. The Board shall pay Villa an annual salary of Sixty-Nine Thousand Two Hundred Nineteen Dollars (\$69,219) prorated for the term of this Employment Agreement.

b. Salary shall be paid in installments in accordance with the schedule of payments in effect for other Board employees.

c. The Board agrees to reimburse Villa for work-related travel in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget. The responsibility for record keeping and allocation of business and personal travel for tax purposes shall be solely Villa's, except as otherwise required by law.

3. PROFESSIONAL CERTIFICATION

Prior to commencement of employment under this Employment Agreement, Villa shall provide the Board with documentation that she is a certified School Business Administrator or possesses a Certificate of Eligibility for School Business Administrator for the duration of her Employment Agreement. If Villa's administrator's certificate is revoked, this Employment Agreement is null and void.

4. DUTIES

Villa agrees to give her best professional services and faithfully perform the duties of the Assistant Business Administrator/Assistant Board Secretary for the public schools of the Readington Township School District as prescribed by the laws of the State of New Jersey and the rules and regulations adopted by the Board.

5. LEAVES OF ABSENCE

a. Vacations

1. Villa shall be granted twenty-two (22) vacation days annually at a time approved by the Superintendent and will earn same at the rate of 1.8 days per month.

2. Vacation can be taken at any time during the contract year with the approval of the Superintendent.

3. Villa may accumulate unused vacation time from one year to the next; however, the total number of accumulated days may not exceed ten (10) as of August 31 of any contract year. If on July 1 of any year the total number of accumulated vacation days exceeds ten (10), excess days must be used prior to August 31.

4. If, at separation of employment, Villa has exceeded the number of earned vacation days, she shall compensate the Board for all unearned vacation days at a per diem rate of 1/260 of her current salary.

5. Upon separation of employment from the District, Villa or her estate shall be compensated for cumulative earned vacation days at a rate of 1/260 of her current salary per day.

6. The Superintendent shall be responsible for maintaining the records of Villa's earned and accrued vacation days.

b. Holidays

Villa shall receive eleven (11) prorated paid holidays in accordance with the District's scheduled holidays. Villa shall also receive days off with pay for the Winter Recess as defined by the school district's calendar.

c. Sick Leave

Villa shall be entitled to twelve (12) sick days prorated annually. Unused sick leave days shall be accumulated from year to year with no maximum limit. The Superintendent shall be responsible for maintaining the records of Villa's earned and accrued sick days.

d. Bereavement Leave

Villa shall be granted up to five (5) work days per death prorated per contract year, if necessary, because of a death in the immediate family. Immediate family shall be defined as spouse, child, step-child, grandchild, parent, step-parent, sibling, grandparent, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any other member of the immediate household. Villa may use any unused emergency family leave permitted under subparagraph (e) below where additional bereavement days may be necessary during the school year.

e. Emergency Leave

Villa shall be granted up to a maximum of four (4) work days prorated per contract year because of serious illness or accident in the immediate family.

f. Personal Leave

Villa shall be granted three (3) work days leave from her duties for personal reasons prorated for each contract year. Villa shall give notice to the Superintendent at least three (3) work days before such leave is taken, except in the case of an emergency. Any personal day unused by the end of the school year shall be added to Villa's accumulated sick leave bank.

6. MEDICAL BENEFITS/INSURANCE

a. The Board shall pay the premium cost for health benefits for Villa and her dependents under the District's Health Benefits Plan. Effective January 1, 2014, the Board shall pay the premium cost for health benefits for Villa and her dependents under the NJ Direct 15 plan offered by the School Employees' Health Benefits Program. Villa shall pay one hundred percent (100%) of any premium cost that exceeds the cost of the NJ Direct 15 plan. During the term of this

Employment Agreement, Villa shall pay the contribution required as a specified percentage of the cost of coverage for health care benefits for her salary range, but not less than 1.5% of her base salary, as required by N.J.S.A. 18A-16-17 and 17.1, as may be amended during the term of this Employment Agreement, which shall be deducted from her salary and paid, in equal installments, in accordance with the payroll schedule for other professional staff.

b. The Board shall pay one-hundred percent (100%) of the premium cost of dental coverage for Villa and her dependent(s) in accordance with the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) between the Board and the dental insurance carrier.

c. Prescription drug claims shall be eligible for reimbursement under the District's Health Benefits Plan.

d. The Board shall maintain and bear the administrative costs of a Section 125 plan pursuant to which Villa would be entitled to contribute pre-tax dollars for health care premium payments, un-reimbursed medical expenses, and dependent care expenses.

e. The Board shall provide disability coverage for Villa, inclusive of a thirty (30) calendar day elimination period and in accordance with the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) between the Board and the disability insurance carrier. This benefit was included in Villa's previous Employment Agreement.

7. PROFESSIONAL DEVELOPMENT

a. The Board encourages the continuing professional growth of Villa through participation in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national school organizations related to school business administration.

2. Seminars and courses offered by public or private educational institutions.

3. Informational meetings with other persons whose skills or backgrounds would serve to improve the capacity of Villa to perform her professional responsibilities for the Board.

4. Other activities promoting the professional growth of Villa.

b. The Board, upon the recommendation of the Superintendent, may grant to Villa professional day(s) each contract year to attend meetings, workshops, or other such events that will contribute to Villa's professional growth and related district goals in accordance with the Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

8. PROFESSIONAL DUES

The Board shall pay Villa's membership fees in the New Jersey School Business Officials and Hunterdon/Warren School Business Officials. Additional requests for attendance at meetings, workshops, or other such events may be submitted to the Superintendent for recommendation to the Board on a case by case basis.

9. TERMINATION OF AGREEMENT

a. Notice

This Employment Agreement may be terminated by Villa by furnishing the Board with written notice sixty (60) days in advance of any intended severance of this Employment Agreement.

b. Discharge for Cause

Villa may only be terminated for inefficiency, unbecoming conduct, incapacity or other just cause in accordance with the provisions of Title 18A and applicable State Board of Education regulations. Should the Board act to dismiss Villa for just cause, it will act in accordance with the provisions of Title 18A and applicable State Board of Education regulations.

10. MODIFICATION OF THE AGREEMENT TERMS

This Employment Agreement embodies the entire agreement between the parties. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto.

11. EVALUATION

The Board's Business Administrator/Board Secretary shall evaluate Villa annually in accordance with the provisions of Title 18A, State Board of Education regulations, Board policy and the applicable evaluation instrument.

12. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be approved on its behalf by a duly authorized officer, and Villa has approved this Employment Agreement, effective on the date and year specified in paragraph one above.

WITNESS:

READINGTON TOWNSHIP BOARD
OF EDUCATION

STEFFI-JO DECASAS
Business Administrator/Board
Secretary

BY: _____
DAVID LIVINGSTON
Board President

Dated: _____

Dated: _____

WITNESS:

STEFFI-JO DECASAS
Business Administrator/Board
Secretary

GAYE VILLA
Assistant Business Administrator/
Assistant Board Secretary

Dated: _____

Dated: _____