

**EMPLOYMENT CONTRACT FOR
MANAGER OF HUMAN RESOURCES**

THIS AGREEMENT made this _____ day of July, 2012 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Kimberly Gentilcore (hereinafter "Ms. Gentilcore").

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Ms. Gentilcore as Manager of Human Resources for the Township of Union School District and Ms. Gentilcore has agreed to serve in this capacity; and

WHEREAS, the Board and Ms. Gentilcore wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Ms. Gentilcore hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Ms. Gentilcore as Manager of Human Resources effective July 1, 2012 through June 30, 2013. This is a twelve month position.

B. The annual salary for Ms. Gentilcore shall be \$ 81,600 (Eighty One Thousand Six Hundred and 00/100 Dollars).

ARTICLE II DUTIES

In consideration of the employment and salary benefits established herein Ms. Gentilcore hereby agrees to the following:

A. To faithfully perform the duties of Manager of Human Resources 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 from time-to-time. The specific job description adopted by the Board, applicable to the position of Manager of Human Resources is incorporated by reference into this contract and shall be followed by Ms. Gentilcore.

B. To devote her professional time, skills, labor and attention to this employment during the term of this contract. However, Ms. Gentilcore may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if she obtains prior approval of the Superintendent, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of her duties to the district.

C. To carry out the duties as may be assigned to her from time-to-time by the Superintendent or Assistant Superintendent and to make reports to the Board as directed by the Superintendent or Assistant Superintendent from time-to-time as may be required.

D. Ms. Gentilcore may be requested to attend working sessions, regular and/or special meeting of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups,

grievance meetings, committee meetings and other meetings relevant to her job functions as directed by the Superintendent or Assistant Superintendent of Schools.

E. Ms. Gentilcore shall attend those county, regional and state meetings that are necessary to keep her informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board.

ARTICLE III SICK DAYS

Ms. Gentilcore shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. Upon regular retirement, Ms. Gentilcore shall be compensated at a rate of One Hundred Twenty Five Dollars (\$125) per day to a maximum payment of \$15,000 which shall be deposited into a designated 403(b) post-retirement account. This Article shall conform to the requirements of *N.J.S.A. 18A:30-3.5*, as amended and supplemented. Payments, if any, shall be made based upon a 260 day year (1/260th).

ARTICLE IV ASSOCIATION DUES/CONFERENCES

Ms. Gentilcore shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to Society of Human Resource Management and Human Resource Leadership Council. Reimbursement for permitted expenses shall be made in accordance with New Jersey Statutes and Administrative Code upon submission of a detailed voucher, which shall be reviewed for compliance prior to said reimbursement.

**ARTICLE V
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Ms. Gentilcore may be required to use her personal automobile for Board of Education business, as needed or as directed, at the employee's own cost and expense. Employee shall be responsible to pay for all ordinary out-of-pocket expenses associated with the use of her personal automobile for Board of Education business, including tolls.

**ARTICLE VI
VACATION DAYS**

Ms. Gentilcore shall be entitled to fifteen (15) vacation days for the 2012-2013 school year. These days shall not vest until July 1, 2013, and shall be prorated for the current year. Ms. Gentilcore shall take vacation time only after prior review and approval of the Superintendent. Upon retirement or other separation from employment, Ms. Gentilcore shall be compensated for all her accumulated and unused vacation days.

**ARTICLE VII
HOLIDAYS AND LEAVES OF ABSENCE**

Ms. Gentilcore shall receive seventeen (17) paid holidays per year (prorated). The annual calendar of holidays shall be developed by the Superintendent and approved by the Board of Education each year.

Ms. Gentilcore may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Superintendent of Schools and the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE VIII
PERSONAL DAYS**

Ms. Gentilcore shall be entitled to 4.5 personal days per contract year (prorated). Accrued and unused personal days shall convert to accumulated sick days on June 30 of each year. Whenever possible, she should advise the Superintendent of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

**ARTICLE IX
BEREAVEMENT LEAVE**

Ms. Gentilcore shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The term "immediate" means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

**ARTICLE X
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Ms. Gentilcore with full family health insurance coverage (presently NJ Direct 10) and dental care (presently Delta Dental). Ms. Gentilcore shall reimburse the Board of Education, via payroll deduction, (pursuant to P.L. 2011, C. 78 as amended and supplemented) in the minimum amount of 1.5% of her annual salary as contribution toward her health benefits plan.

**ARTICLE XI
EVALUATION**

Ms. Gentilcore shall be evaluated at least annually by the Superintendent or Assistant Superintendent.

**ARTICLE XII
TERMINATION**

Notwithstanding any other provisions of this Agreement, either party hereto may elect, at their sole option, to terminate this Agreement upon the giving of not less than sixty (60) days' notice of such termination to the other party. Such notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery by the party electing to terminate pursuant to the Article.

**ARTICLE XIII
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto.

**ARTICLE XIV
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XV
NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**ARTICLE XVI
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION

By: _____
Francis R. Perkins, President

and

Kimberly Gentilcore
Manager of Human Resources