

**Employment Contract**  
**For the Human Resources Manager**

This Employment Contract is made and entered into on August 28, 2014, by and between the Brick Township Board of Education, with offices located at 101 Hendrickson Ave., Brick, New Jersey 08724 (hereinafter referred to as the "Board").

and

Megan Osborn, (hereinafter referred to as the "Human Resources Manager")

**WHEREAS**, Board of Education desires to provide the Human Resources Manager with a written Employment Contract in order to describe, specifically, the relationship between the Board of Education and the Human Resources Manager, and to serve as the basis of effective communication between them as they fulfill their respective governance and employment functions in the operation of the Brick Township Public Schools,

**NOW, THEREFORE**, the Board and the Human Resources Manager, for the consideration herein specified, agree as follows;

**TERM**

Whereas, the Board, in consideration of the promises herein contained of the Human Resources Manager, hereby employs, and the Human Resources Manager hereby accepts employment as the Human Resources Manager for the Brick Township Board of Education, for a term commencing September 15, 2014 and running through the date of June 30, 2015.

## **DUTIES AND RESPONSIBILITIES**

The duties to be performed by the Human Resources Manager shall be as set forth by the Board of Education and applicable New Jersey Statutes and Administrative Code, relevant sections of policies and administrative regulations heretofore or hereafter adopted by Board and other appropriate duties as Board may from time-to-time require.

The Human Resources Manager shall devote her time, attention and energy to the business of the school district. All duties assigned to the Human Resources Manager should be consistent with the professional role and responsibility of the Human Resources Manager, and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent set forth above.

## **WORK WEEK**

The normal work day and work week shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday, with a daily lunch of one hour (included in work day).

## **COMPENSATION**

The Human Resources Manager shall not be reduced in compensation, including salary and benefits. Any additional compensation that the Board agrees to give to the Human Resources Manager, over and above the compensation set forth and agreed upon between the parties, shall become part of this Employment Contract, but it shall not be deemed that the Board and the Human Resources Manager have entered into a new Employment

Contract. Any amendments to this Contract shall be in writing, approved by the Board and signed by representatives of the Board and by the Superintendent.

- A. Salary: The salary rate shall be paid to the Human Resources Manager in accordance with the schedule of salary payments of the Board. The Board shall pay the Human Resources Manager an annual salary rate of ninety two thousand dollars (\$92,000.00) to be pro-rated for the period of September 15, 2014 through June 30, 2015.
- B. Cell Phone: The Human Resources Manager at her own cost and expense, shall be required to have and maintain a cellular telephone for business purposes.
- C. Vacation/Holidays: The Human Resources Manager shall be granted fifteen (15) paid vacation days annually, to be pro-rated for the period of September 15, 2014 through June 30, 2015. A maximum of ten (10) unused vacation days may be carried over from one year to the next with prior approval from the Superintendent. The Human Resources Manager shall not take vacation days, without prior approval of the Superintendent. The Human Resources office shall be responsible for maintaining written documentation of the Human Resources Manager's earned and accrued vacation days. In the event the Human Resources Manager retires or resigns during the year, vacation days earned shall be pro-rated for that year. In the event of death of the Human Resources Manager all accumulated earned and accrued vacation days shall be paid to the estate of the Human Resources Manager at the then current per-diem rate of pay. The per-diem rate of pay shall be 1/260<sup>th</sup>. The Human Resources Manager shall be entitled to all holidays in the school calendar. If the Human Resources Manager is required to work on a given holiday, she shall be entitled to take another day off during the contract term, without loss of pay.

- D. Sick Leave: The Human Resources Manager shall be allowed twelve (12) sick days and three (3) personal days annually, to be pro-rated for the period of September 15, 2014 through June 30, 2015. The unused portion of said days, at the end of any year, shall be accumulated in accordance with state law. Upon retirement from service with the Brick Township School District, the Board will not pay the Human Resources Manager for unused, accrued sick time in the district.
- E. Bereavement Leave: The Human Resources Manager may be allowed a maximum of four (4) school days absence in one year with full pay for each death in the immediate family. The immediate family shall be a spouse, civil union partner, a parent, a child, a step child, a sister, a brother, a brother in-law, a sister in-law, mother-in-law, father-in-law, a grandparent or grandchild. These days must be used within four weeks after the death of a family member. Proper documentation must be provided to Human Resources. In the case of the death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Such relatives shall be an aunt, an uncle, a nephew, a niece, or a first cousin.
- F. Benefits: The Board of Education shall pay the premium of insurance protection for the Human Resources Manager, which insurance shall include health care insurance, dental insurance and a prescription plan. Family members may be added at the employee's expense. The employee electing coverage, will contribute toward the cost of the insurance protection elected at an amount equal to the existing State Law but not less than the contribution requirement of Chapter 78. . The contribution shall be withheld from the respective employee's paycheck on a prorated basis. The Board reserves the right to select the insurance carrier(s). All insurance plans mentioned in this Article shall

be continued by the Board while the Human Resources Manager is utilizing FMLA/NJFLA. The prescription plan provided by the Board shall be a co-pay prescription plan, equal to the guidelines set forth for all other unaffiliated employees.

The Board shall provide a payroll deduction for voluntary disability insurance with carriers as selected by the Board. Upon Human Resources Manager's permanent separation from employment, coverage under the Board's health-care plans shall cease on the last day of the month in which the Human Resources Manager's permanent separation occurred. If the Human Resources Manager elects to participate in COBRA she shall contribute toward the cost of the insurance as dictated by State law. If the Board elects to move out of the State Health Benefits Plan, coverage's provided (health care, dental and prescription plan) shall be consistent with the coverage's provided prior to the move.

- G. Membership Dues: The Board shall pay the Human Resources Manager membership dues up to two hundred and fifty dollars (\$250.00) annually for membership in one organization with the approval of the Superintendent and pursuant to applicable state laws.
- H. Automobile Use Reimbursement: When automobile use is necessary only for travel outside of the District on District business, the Board shall reimburse the Human Resources Manager for all tolls, parking fees and mileage expenses at the rates established by applicable State law as may be amended from time to time.
- I. Conferences/Workshops: The Human Resources Manager shall be entitled to attend conferences and/or workshops related to her responsibilities with the recommendation of

the Superintendent or prior approval of the Board. All expense reimbursements shall comply with N.J.S.A. 18A:11-12 and applicable Board policies.

- J. Deferred Compensation: The Human Resources Manager is authorized to establish and contribute to a deferred compensation/tax shelter program in accordance with N.J.S.A. 18A:66-127 through N.J.S.A. 18A:66-129.

## **TERMINATION OF EMPLOYMENT CONTRACT**

This Contract shall terminate, the Human Resources Manager employment shall cease, and no salary shall be paid, under any one of the following circumstances:

- a) Mutual agreement of the parties;
- b) Unilateral termination by either party, with or without cause, by giving thirty (30) calendar days advance written notice of termination to the other party at the address set forth above;
- c) Fraudulent misrepresentation by the Human Resources Manager of employment history, educational and professional credentials, or criminal background;
- d) Incapacity of the Human Resources Manager to perform all the responsibilities of a full-time Human Resources Manager.

## **COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be changed except by written agreement of the undersigned parties.

## **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any other such statutes, regulations or rulings.

## **SAVINGS CLAUSE**

If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of this Employment Contract shall remain in force.

## **RELEASE OF PERSONNEL INFORMATION**

The Board acknowledges and agrees that the New Jersey Open Public Records Act and case law interpreting that Act govern disclosure of personnel records to members of the public. All other information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent the written consent of the Human Resources Manager, or by a lawful order of a court of competent jurisdiction.

## **PERSONNEL RECORDS**

The Human Resources Manager shall have the right, upon request, to review the contents of her personnel file and to receive copies at the expense of the employee any documents contained therein. She shall be entitled to have a representative accompany her during such review. No



derogatory documents will be placed in the employees file without prior notice and knowledge of the employee. The Human Resources Manager shall also have the right to submit a written response or rebuttal to such material.

**WHEREAS**, the Human Resources Manager has approved of the terms and conditions of this Employment Contract; and,

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the 28<sup>th</sup> day of August and in the year 2014 as first above written.

\_\_\_\_\_  
Megan Osborn  
Human Resources Manager  
Date: \_\_\_\_\_

BRICK TOWNSHIP BOARD OF  
EDUCATION

\_\_\_\_\_  
Sharon Cantillo  
President

Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary