

**BOARD OF EDUCATION OF
WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT**

**DIRECTOR OF HUMAN RESOURCES & PROFESSIONAL DEVELOPMENT
EMPLOYMENT CONTRACT**

This Employment Contract is made and entered into this 25th day of April, 2023 by and between the Board of Education of Watchung Hills Regional High School District, with offices located at 108 Stirling Road, Warren, NJ 07509 (hereinafter referred to as the "Board"), and Ms. Nicole Carro, [REDACTED] (hereinafter referred to as the "Director of HR/PD").

The Board and the Director of HR/PD, for the consideration herein specified, agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the Director of HR/PD, hereby employs, and the Director of HR/PD hereby accepts employment, as Director of Human Resources & Professional Development for the term commencing on July 1, 2023 and expiring on June 30, 2024.

2. Director of Human Resources & Professional Development Responsibilities

The Director of HR/PD shall have the duties prescribed by the Superintendent of Schools of the Watchung Hills Regional High School District and all attendant powers as set forth in statute. The Director of HR/PD shall hold an appropriate certificate to act as a Director of Human Resources & Professional Development in the State of New Jersey. The revocation of the Director of HR/PD's appropriate certificate shall render this Employment Contract null and void.

3. Compensation

- A. Base Salary. The Board shall pay the Director of HR/PD an annual base salary of \$157,000.00 for the period from July 1, 2023 through June 30, 2024. This salary shall be paid to the Director of HR/PD in accordance with the schedule of salary payments in effect for other certificated employees.

4. Benefits

- A. Vacation Days. The Director of HR/PD shall receive an annual vacation day allowance of twenty-three (23) days. All days will be credited on the first day of the contract year. There shall be no carry over of vacation days. Should the Director of HR/PD terminate employment during the contract year, vacation days shall be prorated at the rate of two (2) days per month, and if necessary, a salary

adjustment shall be made for any days utilized beyond the prorated two (2) days per month for each month worked during the year. The Director of HR/PD's vacation schedule must receive the prior approval of the Superintendent.

- B. Sick Days. The Director of HR/PD shall receive twelve (12) sick days during each full school year. Unused sick days shall accumulate without limitation pursuant to law.
- C. Personal Days. The Director of HR/PD shall be entitled to up to six (6) personal business days per year. Unused personal days from any year may not be accumulated for use in subsequent years.
- D. Bereavement Days. The Director of HR/PD shall be entitled to up to five (5) days of paid bereavement per occurrence in the event of the death of a member of her immediate family (which is defined to include spouse, children, child's spouse, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of her immediate household).
- E. Medical, Dental, Prescription & Disability Coverage. The Director of HR/PD and her dependents, as defined by the applicable insurance policies, shall receive medical benefits (Open Access Managed Choice Direct Access or equivalent), and dental benefits coverage (Delta-NJDSP or equivalent), and long-term disability insurance coverage. The Director of HR/PD, as per Chapter 2, P.L. 2010 must contribute a sum of 1.5% of her gross salary or Chapter 78, whichever sum is greater, toward the WHRHS health benefit cost. The contribution is pre-tax in accordance with the school district cafeteria plan. The Director of HR/PD may, at her option, enroll in any plan offered under P.L. 2020, ch. 44. The health benefits provided will be the same as those provided to other certificated district staff.
- F. Membership Dues. The Board shall pay for all costs associated with membership for the Director of HR/PD, which include NJASA, SBA and PAA.
- G. Automobile Expenses. The Board shall reimburse Director of HR/PD at the rate allowed as non-taxable by the New Jersey OMB Circular NJ 18A:11-12(d) – 08-19-OMB regulations for all automobile mileage incurred in the performance of her duties, which received the prior recommendation of the Superintendent and the prior approval of the Board.

- H. Payment for Unused Sick Leave Upon Retirement. The Director of HR/PD shall be entitled to receive upon her retirement from TPAF payment for unused sick days capped at \$15,000 as per N.J.S.A. 18A:30-3.5 provided she has a minimum of forty (40) unused sick leave days at the time of retirement:

The payment will be based on the per diem rate of 1/260 of the final salary upon retirement, capped at \$15,000 as per N.J.S.A. 18A:30-3.5.

5. Professional Growth

The Board will reimburse the Director of HR/PD for the cost of attending national, State or other conferences or training as recommended, in advance, by the Superintendent and approved by the Board subject to the limitations of OMB Circular - 08-19 OMB. In addition, the Board shall provide the Director of HR/PD with the cost of registration fees, tuition expenses, and textbooks associated with graduate study or other advanced education courses relevant to the Director of HR/PD's employment from an accredited college/university or "business institute" or the like which receive the recommendation of the Superintendent and the prior approval of the Board subject to the limitations of OMB Circular - 08-19 OMB. Professional growth, tuition reimbursement must be for courses that culminate in a graduate degree.

6. Indemnification

Pursuant to statute, the Board shall defend, hold harmless and indemnify the Director of HR/PD from any demands, claims, suits, actions and legal proceedings brought against her in the capacity of Director of HR/PD or in her official capacity as an agent or employee of the Board provided the alleged incident arose while she was acting within the scope of her employment; and as such liability coverage is within the authority of the Board to provide under state law.

7. Termination of Employment Contract

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by either party upon sixty (60) days written notice to the other party; or
- (c) actions consistent with the statutory authority of the Board.
- (d) certificate is revoked.

8. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any changes/modifications must have prior approval of the Superintendent of Schools.

9. 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 State or federal law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

10. 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 not affected by such a ruling shall remain in force.

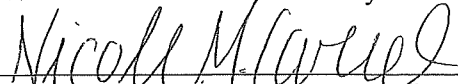
WHEREAS, the Board has approved the terms and conditions of this Employment Contract; and,


WHEREAS, the Director of HR/PD has approved the terms and conditions of this Employment Contract; and,

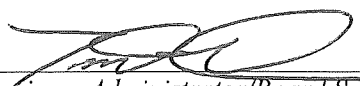
WHEREAS, any and all prior contracts of employment by and between the parties are hereby revoked and rescinded.

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

Dated this 25th day of April 2023, Board of Education of the Watchung Hills Regional High School District in the County of Somerset in the State of New Jersey.

By: 
Director of Human Resources & Professional Development
Nicole Carro

By: 
President: Robert Morrison

By: 
School Business Administrator/Board Secretary
Timothy M. Stys, CPA