

EMPLOYMENT CONTRACT

This Employment Contract is made this ____ day of ____ 2018 between the

WEEHAWKEN BOARD OF EDUCATION
in Hudson County (hereinafter “the Board”)

with offices located at

53 Liberty Place

Weehawken, New Jersey 07086

and

TERRANCE R. BRENNAN, Ed.D. (hereinafter “the Interim Superintendent”).

53 Liberty Place

Weehawken, New Jersey 07086.

PREAMBLE WITNESSETH

WHEREAS, the Board desires to employ the Interim Superintendent as the Chief Education Officer of the school district;

WHEREAS, the Board desires to provide the Interim Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program;

WHEREAS, the Board and the Interim Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Interim Superintendent is the holder of a standard certificate permitting him to assume the responsibilities set forth herein;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Terrance R. Brennan, Ed.D. as Interim Superintendent of Schools for the period between October 1, 2018 and June 30, 2019. The parties acknowledge that this Employment Contract must be approved by the Hudson County Interim Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

If, at any time during the term of this Contract, the Interim Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Interim Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Interim Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Interim Superintendent of Schools for the Board and to serve as the chief school administrator 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. The specific job description adopted by the Board, applicable to the position of Interim Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Interim Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract in so much, the Board makes the following stipulations and considerations:

1. The Board recognizes that the demands of the Interim Superintendent's position require him to work long and irregular hours. Further, in the course of his duties the Interim Superintendent may have to attend business outside of the geographic borders of the District. The Interim Superintendent shall represent and advocate for the District by attending meetings with the officers of the NJDOE, other government agencies as necessary, and the Garden State Coalition of Schools.

2. The Interim Superintendent shall notify the Board President in the event he is going to be away from the District on professional business for three (3) or more days in any single week. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Contract governing time off.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A.* 18A:27-4.1.

D. To non-renew personnel pursuant to *N.J.S.A.* 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Interim Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Interim Superintendent, or by staff, at the Interim Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Interim Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Interim Superintendent notifying him that his employment will be discussed in closed session, and the Interim Superintendent had not requested that the meeting be conducted in public, or where the Interim Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

I. To perform all duties incident to the Office of the Interim Superintendent and such other duties as may be prescribed by the Board from time to time. The Interim Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations. The Board shall not substantially increase the duties of the Interim Superintendent by assigning him the duties or responsibilities of another position or title unless the

parties agree upon additional compensation commensurate with such increase in duties, subject to review and approval by the Hudson County Interim Executive County Interim Superintendent.

ARTICLE IV
SALARY AND BENEFITS

A. Salary. The Board shall pay the Interim Superintendent a per diem rate of \$650.

B. Personal Leave. The Interim Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. The Interim Superintendent shall be responsible for notifying the Board Secretary of his attendance in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Interim Superintendent and Board President shall periodically review the Interim Superintendent's attendance record to assure correctness.

C. Use of Personal Vehicle. The Interim Superintendent shall be paid a reasonable allowance of two hundred dollars (\$200.00) per month as compensation for use of his personal vehicle in performance of his duties hereunder. There will be no additional reimbursement for driving mileage allowance paid, except for travel outside of New Jersey. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

D. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the

subject of any such demand, claim, suit, action or legal proceeding, arose while the Interim Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Interim Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him and the position of the Board in relation thereto, the Interim Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Interim Superintendent for the costs of his legal defense. The Board further agrees to cover the Interim Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

E. Technology Devices. The Board shall supply the Interim Superintendent with the use of the following devices for business use: (1) an iPhone; (2) a mobile wifi hotspot; (3) laptop computer. All of these devices shall remain property of the Board and shall be returned to the District at the end of the Interim Superintendent's employment with the District. The Board shall be responsible for all internet service data charges, insurance, maintenance, and software updates associated with these devices. These devices shall be replaced and upgraded as necessary. Incidental personal use of the devices shall be permitted.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Employment Contract shall terminate and the Interim Superintendent's employment will cease under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Interim Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A.* 18A:17-15.1;
- (3) forfeiture under *N.J.S.A.* 2C: 51-2;
- (4) mutual agreement of the parties.

B. The Interim Superintendent may terminate this Employment Contract upon at least sixty (60) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

ARTICLE VII 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.

ARTICLE VIII SAVINGS AND CONFLICTS CLAUSE

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


ARTICLE X RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Interim Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Interim Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed subject to the requirements of the Open Public Records Act and the Records Destruction Act. No material derogatory to the Interim Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Interim Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Interim Superintendent shall also have the right to submit a written answer to such material.

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

Interim Superintendent



Terrance R. Brennan, Ed.D.

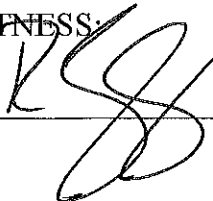
BOARD OF EDUCATION OF THE
WEEHAWKEN SCHOOL DISTRICT



Richard Barsa, President

Date: 10/1/18

WITNESS:

 10/1/18

Date: 9/19/18

WITNESS:

Robert Brown

INTERIM SUPERINTENDENT

Detailed Statement of Contract Costs

District: Weehawken		
Name: Terrance Brennan		
Job Title: Interim Superintendent		
District Grade Span: Pre-K to 12		
On Roll Students as of 10-15-17 1325		
Contract Term: October 1, 2018 thru June 30, 2019	2018-2019	2019-2020
Salary		
Salary: Per Diem Rate of \$650 daily x 170 DAYS	\$ 110,500	\$ -
Subcontracted Services	\$ -	\$ -
Longevity	\$ -	\$ -
Total Annual Salary	\$ 110,500	\$ -
Additional Salary		
Personal Days-5 @ \$650	\$ 3,250	\$ -
Qualitative Merit Goals	\$ -	\$ -
Additional Compensation - Describe:	\$ -	\$ -
Total Additional Salary	\$ 3,250	\$ -
Total Annual Salary plus Additional Salary	\$ 113,750	\$ -
Board Contribution for Cost of Premiums for:		
Health Insurance		
Prescription Insurance		
Dental Insurance		
Vision Insurance	\$ -	\$ -
Disability Insurance	\$ -	\$ -
Long-term Care Insurance	\$ -	\$ -
Life Insurance	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -
Waiver of Benefits	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -
Board Contribution for Cost of Premiums	\$ -	\$ -
Employee contribution to health benefits as per law		
Total Health Benefit Compensation	\$ -	\$ -
Other Compensation		
Travel and Expense Reimbursement (Estimated Annual Cost)		
Professional Development (Capped Amount or Estimated Annual Cost)		
Tuition Reimbursement	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -
National/State/County/Local/Other Dues		
Subscriptions	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,350	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ 2,000	\$ -
Other - Describe: Auto Allowance \$200 per month	\$ 1,800	\$ -
Total Other Compensation	\$ 5,150	\$ -
Sick and Vacation Compensation		
Maximum Payment for Unused Sick Leave Upon Retirement		
Maximum Payment for Unused Vacation Leave - Retirement or Separation		
Total Sick and Vacation Compensation	\$ -	\$ -
TOTAL CONTRACT COSTS	\$ 118,900	\$ -