EMPLOYMENT CONTRACT

THIS AGREEMENT made this 1st day of July, 2015, by and between the Green Brook Board of Education, with administrative offices located at 132 Jefferson Avenue, Green Brook, New Jersey 08812 (hereinafter "the Board") and Mr. Gregory Brennan residing at 2 Heritage Lane, Whippany, New Jersey 07981 (hereinafter "Mr. Brennan" or the "Administrator").

W I T N E S S E T H:

**WHEREAS**, the Board desires to employ the services of Mr. Brennan as Business Administrator/School Board Secretary and Mr. Brennan has agreed to provide said services

**WHEREAS**, the Board and Mr. Brennan wish to embody in this Contract the terms and conditions of their agreement; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Board and Mr. Brennan hereby agree as follows:

**1.** **EMPLOYMENT**

The Board hereby agrees to employ Mr. Brennan as Business Administrator/School Board Secretary with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Revised Statutes and all other applicable laws and regulations, as well as in accordance with all pertinent Board policies, administrative regulations and job descriptions. Mr. Brennan accepts said appointment and represents that he will faithfully and fully perform and carry out the duties and responsibilities of said office throughout the term of this Contract, including attendance at all meetings and school affairs required by Superintendent.

**2.** **FULL-TIME COMMITMENT**

Mr. Brennan shall devote his full time attention and energy to the business of the District and shall not; engage in other employment or activities, which would unreasonably interfere with the performance of his duties. However, with prior approval of the Superintendent, he may undertake consultative work, speaking engagements, writing, lecturing, and other professional activities that may require him to be absent from the school district. Absences for outside engagements of more than one day shall require approval by the Board of Education. Board policy and Job Description shall set the duties assigned to Mr. Brennan.

**3.** **TERM**

The term of this Contract shall be from July 1, 2015 through June 30, 2016, and is subject to annual renewal by the Board.

1. **CERTIFICATION**

Mr. Brennan represents that he is properly certified as a Business Administrator/School Board Secretary in New Jersey. During the term of this agreement, Mr. Brennan shall maintain his certification in good standing and shall satisfy any additional requirements that may be imposed by the New Jersey Board of Examiners.

1. **COMPENSATION**
   1. Salary. Mr. Brennan shall receive an annual salary of $120,000.00 (One Hundred Twenty Thousand Dollars) for the period of July 1, 2015 to June 30, 2016 payable in equal semi-monthly installments in accordance with the District's payroll schedule for twelve-month employees. Thus, the salary change shall be effective as of July 1, 2015.
2. **LEAVES OF ABSENCE**
   1. Sick Leave

1. Mr. Brennan shall be entitled to 12 days sick leave annually. Upon initial employment he shall receive a sick bank of 30 days in the case of a catastrophic illness or injury that requires an extended medical leave that is certified by a medical physician. At the end of each year, the sick bank will be reduced by the number of accumulated sick days from the prior year, until such time when the accumulated sick days exceeds 30 days. Once he has accumulated 30 sick days, the sick bank will be eliminated.

1. Payment for Unused Sick Leave

There may be a payment for unused sick leave days upon retirement under the following conditions:

1. Mr. Brennan must apply for, qualify for and receive payments under the T.P.A.F. system.
2. Upon retirement from employment with the district, the board will pay Mr. Brennan all unused, accumulated sick days at the per diem rate, calculated as 1/260th his current annual salary. Payment for unused sick days shall be capped at $15,000.
3. Payout of any accrued sick leave shall be in accordance with New Jersey statutes and regulations.

B. Temporary Leaves of Absence Mr. Brennan shall be entitled to the following leaves of absence with pay during each school year:

1. Death in Family

Mr. Brennan shall be entitled to five (5) days leave in the event of a death in the immediate familyImmediate family shall be defined as spouse, child, parent, guardian, uncle, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild. One (1) day may be taken for the death of an aunt, niece or nephew. The day shall be subtracted from the annual allotment of five (5) days~~.~~

2. Personal Days

Mr. Brennan may be granted absence of three (3) days per year, without reduction in pay for personal business which cannot be performed other than during employment hours, upon advanced notice to the Superintendent. One of the unused personal days in any year may be converted to and accumulate as sick leave. The Superintendent may at his discretion grant additional personal days beyond the three (3) indicated above, but shall notify the board on each such instance and cause a written record of same to be entered in Mr. Brennan’s attendance record.

3. Emergency Day

The Superintendent may, in his discretion, grant to Mr. Brennan a non-cumulative emergency day should some unavoidable emergency occur necessitating the Administrator's absence from work. No more than one (1) such emergency day shall be granted, and such day will be appropriately recorded in Mr. Brennan’s attendance record

4. Serious Family Illness

Mr. Brennan may be granted a maximum of three (3) days, per contract year, for serious illness of members of immediate family. Immediate family is defined as spouse, children, mother, father, or guardian. Serious illness is defined as one, which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.

**7.** **INSURANCE PROTECTION AND HEALTH** **CARE COVERAGE**

A.During the term of this Agreement, the Board shall provide family health coverage - medical, dental and prescription coverage for Mr. Brennan that is identical to what is provided to all certified employees in the district.

* 1. Mr. Brennan shall contribute toward the premium cost of health insurance in accordance with N.J.S.A. 18A:16-17 and PL2011, Ch. 78, which shall be deducted from his salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff.
  2. If Mr. Brennan were to waive his health coverage he would be entitled to the maximum allowable compensation in accordance with state regulations for family coverage premium costs by the district.

**8.** **VACATION**

A. Mr. Brennan shall be entitled to twenty-five (25) vacation days per each full contract year.

B. Annual vacation must be taken within the contract year at Mr. Brennan’s discretion with approval by the Superintendent of Schools.

C. A maximum of five (5) vacation days that Mr. Brennan has not taken because of business demands may be carried over each year to be used in the following school year upon the written request and approval of the Superintendent.

D. Under A. and C. above, the maximum vacation amount which may be available to an administrator in a contract year shall not exceed thirty (30) days.

1. Upon termination or separation from employment, Mr. Brennan is entitled to a maximum of ten (10) unused and accumulated vacation days at the rate of 1/260th of the current annual salary. If Mr. Brennan leaves the district prior to the completion of the contract year, he will only be entitled to two (2) vacation days for each month worked during the contract period. If he has taken vacation in excess of the two vacation days per month, he will be required to reimburse the Board of Education for vacation days in excess of two (2) per month for the period of time worked during contract year.

**9. PROFESSIONAL CONFERENCES**

A. Local and State Conferences. Mr. Brennan may attend professional conferences or meetings appropriate to his position without a reduction in pay after receiving prior written approval from the Superintendent of Schools. Reimbursement of administrator's expenses will be in accordance with Board of Education Regulation 3330.1, and the OMB Circular Guidelines.

B. Conferences, Seminars, and Workshops. The Board shall pay or reimburse the Mr. Brennan for the costs of job related conferences, seminars, and workshops, subject to prior Superintendent approval regarding cost, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12). Receipts shall be required for all expenses incurred.

1. All arrangements are to be approved by the Superintendent and the Board.

2. All travel and travel related expense shall comply fully with N.J.S.A. 18A:11-12 and the New Jersey OMB Circular Guidelines.

3. Total Board expense shall not exceed $3,000.00 for any national convention.

4. An oral report shall be given to the Board at the regular meeting following the administrator's return from any overnight conference and from all national conventions.

**10. USE OF AUTOMOBILE**

A. Mr. Brennan shall be reimbursed at the current state mileage rate for the use of his own vehicle, as may be required in the performance of his duties, exclusive of commuting to and from work. Appropriate documentation of mileage must be submitted to the Superintendent.

B. Mr. Brennan shall be reimbursed up to the annual reimbursement allowance upon prompt submission of appropriate documentation, and shall be limited to travel reimbursement, which has been pre-approved, in writing, by the Board. Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.SA. l8A: ll-12 and the State’s regulations regarding travel covered under Circular Letter 08-13-0MB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

**11. USE OF CELL PHONE**

Mr. Brennan shall be reimbursed for the use of his own personal cell phone as required in the performance of his duties. Reimbursement will be the equivalent of the administrators’ annual cell phone rate.

**12. PAYMENT OF PROFESSIONAL DUES**

The Board shall pay annual membership dues for Mr. Brennan for the National and New Jersey Association of School Business Officials and in its discretion, such other organizations as may be recommended by the Superintendent of Schools, as long as he is employed by the Green Brook Board of Education. If this contract is terminated prior to the termination date, dues must be reimbursed to the Green Brook Board of Education on a prorated basis by the Administrator.

**13. DISABILITY INSURANCE**

The Board shall pay the premiums (not to exceed $600 [six hundred dollars] per annum) for a disability income policy for the Business Administrator/School Board Secretary.

**14. SEPARABILITY**

1. Any modifications and or changes to this contract must have prior approval of the Executive County Superintendent before BOE approval.
2. If any provision or application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**15. TERMINATION**

1. This Agreement may be terminated by either party upon sixty (60) days written notice.
2. If for any reason Mr. Brennan’s certificate is revoked, he will be terminated and this contract shall become null and void.

**16. DURATION**

This Agreement shall be effective as of July 1, 2015 and shall continue in effect for all provisions until the close of business on June 30, 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

FOR THE GREEN BROOK

BOARD OF EDUCATION:

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President, James Benscoter

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Employee, Gregory E. Brennan

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_