

**TOWNSHIP OF FRANKLIN**  
**R-188-16**

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN AMENDMENT TO THE  
EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
NANCY KENNEDY BRENT AS TOWNSHIP ADMINISTRATOR  
FOR THE TOWNSHIP OF FRANKLIN**

**WHEREAS**, NANCY KENNEDY BRENT was appointed to the position of Township Administrator for the Township of Franklin effective July 1, 2016; and

**WHEREAS**, there is a need to memorialize the duties, benefits, and compensation of the Township Administrator by written Agreement; and

**WHEREAS**, there is a need for the Administrator to work four (4) days per week at this time in order to conduct Township business efficiently; and

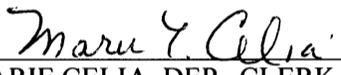
**NOW THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey as follows:

The Mayor and/or his designee is hereby authorized to execute the amended Employment Agreement between NANCY KENNEDY BRENT and the Township of Franklin attached hereto and made a part hereof. The effective date is October 1, 2016.

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on September 29, 2016.

ATTEST:

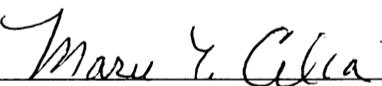
TOWNSHIP OF FRANKLIN

  
\_\_\_\_\_  
MARIE CELIA, DEP., CLERK

  
\_\_\_\_\_  
SHERYL NEELY, MAYOR

**CERTIFICATION**

I, Marie Celia, Dep. Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on September 29, 2016.

  
\_\_\_\_\_  
MARIE CELIA, DEP. CLERK



**ORIGINAL**

**AGREEMENT**

This agreement, made and entered into this 29th day of September, 2016, by and between the TOWNSHIP OF FRANKLIN, State of New Jersey, a municipal corporation, hereinafter called "Employer" or "Township", with offices at 1571 Delsea Drive, Franklinville, NJ 08322, and NANCY KENNEDY BRENT, hereinafter called "Employee" or "Township Administrator", both of whom understand agree as follows:

**WITNESSETH:**

WHEREAS, Employer desires to employ the services of Nancy Kennedy Brent, as part time Township Administrator of the Township of Franklin, effective July 1, 2016, as provided by N.J.S.A. 40:63-1 et seq. (40A:63-7); and

WHEREAS, it is the desire of the Township Committee, hereinafter "Committee", to establish certain conditions of employment to set working conditions of said Employee and to provide certain benefits; and

WHEREAS, the Employees desires to be employed as part time Township Administrator of the Township of Franklin and Employer has passed a resolution of appointment for Employee to be the part time Township Administrator, and has approved the inclusion of eight (8) more hours of work per week subject to the full execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Appointment-** Employee will continue as Administrator as appointed on July 1, 2016, for the Township of Franklin, now at an annual salary of \$66,666.67 due to increased

hours, prorated based on initial date of employment. The salary shall be adjusted annually; consistent with the adjustments provided other managerial employees and payable installments at the same time as other employees of Employer are paid.

2. **Term** - This is an appointment in accordance with relevant state law (N.J.S.A. 40A:63-7) and the Township of Franklin Code of Ordinances. Employee will continue to serve as Township Administrator provided she faithfully, industriously and to the best of her ability performs the duties of part time Township Administrator subject to the following:

- a. Employee will serve an indefinite term at the pleasure of the governing body.
- b. Supplementing and complementing the provisions of the State statutes and local ordinance governing the termination of someone serving in the position of Township Administrator, Employee will receive notice of any meetings of the governing body being held concerning her performance and continued employment with the Township of Franklin. Employee shall be given an opportunity to be heard prior to the adoption of a resolution affecting her tenure with the Township. The terms and conditions of such meeting shall be consistent with the Open Public Meetings Act, N.J.S.A. 10:4-7 et sec.
- c. In the event Employee's employment is terminated by Employer, Employer and Employee agree as follows: 1) Employee will continue to perform the paid functions and duties of the Township Administrator for the duration of that month and shall receive any unpaid balance of her salary plus her salary for the next month following: a) the adoption of a preliminary resolution; or b) Employee's advising Employer that she will not seek a public hearing, whichever is earlier. 2) Employer shall pay employee such other payments to

which Employee may otherwise be entitled as set forth in this agreement or as an employee of Franklin Township generally.

d. In the event Employee voluntarily desires to resign her position with Employer, Employee shall give Employer at least thirty (30) days' notice in advance, unless the parties otherwise agree.

3. **Duties** - Employee will report directly to the Township Committee and will be responsible for the day to day operations of Township of Franklin according to State laws and regulations and the Code of the Township of Franklin and will perform other legally permissible and proper duties and functions as the Committee shall from time to time assign.
4. **Salary and Benefits**- The benefits to be provide to Employee and enjoyed by her during her employment with the Township include:
  - a. **Salary**- An increased salary based on the addition of eight (8) hours to the contract previously in effect, in the amount of \$66,666.67 which shall be pro-rated for calendar year 2016, based on initial date of employment. Annual salary increases will be as provided to other managerial employees.
  - b. **Health insurance benefits, prescription, dental eyeglass**- Health benefits for the Employee and her family will be provided during the term of this Agreement under the Management plan document in accordance with the minimum premium cost sharing provisions as set forth in the Agreement Between the Township of Franklin and AFSCME executed on September 3, 2015 under Article XXIV A or PBA Union Contracts whichever is less. The Employee also has the option of

taking advantage of the Township's Opt-Out policy in the amount of \$3,700.00.

If the Township of Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the Employee.

- c. **Personal and Holidays** – Employee shall receive the same number of personal days and holidays provided other managerial employees. Personal days will be prorated based upon the Employee's initial start date of July 1, 2016, which therefore will be 3 personal days for the remainder of the year 2016.
- d. **Vacation Days** – Employee has requested and it is agreed that she will be entitled to 64 vacation hours per year, advanced the first of every year. For 2016, vacations days will be prorated (therefore four (4) vacation days) and made available based on Employee's initial date of employment. Employee should remind the governing body at the appropriate time of her absence from the job for any evening on which a Township Committee meeting is scheduled. Should Employee resign during a given year, she shall receive a prorated share of the vacation hours and will reimburse the Township for any vacation hours taken in excess of the prorated amount.
  - a. Should Employee be terminated during the year Employee will be paid for the pro-rated number of vacation days for that year, if not already used.
  - b. Employee may carry over no more than twenty-four (24) hours vacation. The remainder of the unused vacation time will not carry unless specifically *approved* by the governing body.

- c. Employee will not take more than five (5) consecutive business days as vacation time without prior approval from the governing body.
- d. Usage of vacation hours will be governed by the regulations established for other managerial employees, except as addressed in this agreement.
- e. **Sick Days** -The Employee shall be entitled to nine and one-third (10) sick days per year. The number of sick days shall be prorated for the year 2016 (5 sick days). Unused sick days shall accumulate from year to year and she will be entitled to utilize and receive payment for those days consistent with the Township policies relating to other managerial employees. In recognition that Employee does not have accrued any sick leave with the Township, the Township shall make available to Employee a "bank" of thirty (30) days of sick leave for catastrophic illness. Use of this sick bank is subject to the approval of the governing body and verification from the Township's medical experts. Those thirty days shall stay in a "bank" and cannot be used for any absence other than a catastrophic illness. In no case shall Employee ever be paid for any portion of those days that remain unused, although, of course, the Employee will be paid for those thirty (30) days if they are used during a period of catastrophic illness. All regular accumulated sick time and accumulated vacation time, except for five (5) days of *vacation* that can remain available for use in that given year, must be utilized prior to the reliance on use of the "bank" days. In the event that Employee's unutilized sick days accumulate, year to year, in a manner that results in Employee having thirty (30) or more such sick days accumulated, such earned accumulated sick days shall be utilized instead of the sick day bank agreed herein.

In that event, the thirty (30) sick day "bank" identified in this paragraph 4(f) shall be voided, and Employee shall not have access to the "bank" thereafter.

f. After the initial six (6) month period of employment (beginning July 1, 2016), the Employee will have leave time as set forth above consistent with the AFSME Contract.

5. **Bereavement** - Employee shall be entitled to bereavement leave as provided other managerial employees.
6. **General** - Employer shall not, at any time, during the term of this agreement reduce the salary, hours, or other financial benefits of Employee in a greater percentage than any reduction generally applicable for all employees.
7. **Professional Development** - Employer will provide appropriate funds for professional dues and subscriptions for the Township Administrator to participate in the ICMA and NJMMA organizations, all of which shall be in furtherance of her duties as Township Administrator. All requests for these activities must be processed through the normal purchase approval process. Employee will address the Township Committee directly regarding the extent to which the Township would pay for the *costs of* travel or other subsistence expenses during the travel. Employee will address the Township Committee directly to request the payment of expenses in the event that Employee desires to participate in another course, seminar or conference either during regular business hours or at Township expense.
8. **Hours of Work** - Employee is expected to work an average of thirty-two (32) hours per week which shall include attendance at regular meetings of the Township Committee and other special meetings as may be appropriate to the position. The Employee agrees that

the hours that she is expected to work will be generally consistent with the hours of operation for the Municipal Building. It is understood that the Employee will manage her hours so as to meet the average of thirty-two (32) hours per week in her reasonable discretion. The Employee shall notify the Mayor and Township Committee of any significant modifications needed to her schedule to accommodate Township special events, emergencies or to fulfill any extraordinary obligations of her position that may arise from time-to-time.

9. **Equipment for Employee's Use** - Employee will be provided with appropriate municipally supplied equipment needed to fulfill her responsibilities and operate same in accordance with the established policies of the Township as with other managerial employees.
10. **Other Employment** - Employee is not prohibited from pursuing other employment. However, Employee agrees that she shall not engage in any duties or activities for other employers while at work for Franklin Township. The Employee also agrees that she shall not engage in any employment which is in conflict with her duties or contrary to the best interest of Franklin Township. The Employee further agrees that she will not engage in any outside employment which would unduly interfere with her ability to manage her hours of employment consistent with Paragraph 8 set forth above.
11. **Indemnification** - Franklin Township shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, including any action which may commence or

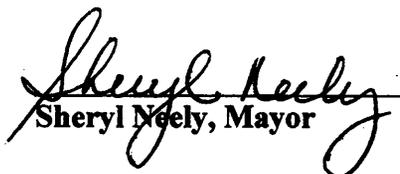
continue after Employee's retirement, resignation or termination. Notwithstanding the foregoing, the Township is not obligated to defend, hold harmless or indemnify Employee for any intentional criminal act.

12. **Acknowledgement** - Employee and the officials of the Township of Franklin hereby acknowledge that they are entering into this agreement freely and voluntarily for the purposes set forth herein. All parties acknowledge that the terms and conditions are fair and equitable and in the best long-term interests of Employee and the Township of Franklin.

13. **Severability** - This Agreement shall be governed by the laws of the State of New Jersey.

In the event one or more of provisions of this agreement are found to be invalid or unenforceable by a court of law, that provision shall be severed from the agreement and all other matters remain in full force and effect. Employee and the Employer agree to, within thirty (30) days of such determination, mutually, restructure that portion of the agreement so as to carry out the intent of the agreement.

**Township of Franklin**

  
Sheryl Neely, Mayor

**Attest:**

  
Barbara Freijomil, Clerk

**Employee:**

  
Nancy Kennedy Brent

  
Barbara Freijomil, Clerk