



Runnemede Public Schools
Nancy B. Ward, Ed.D. Superintendent of Schools

505 W. Third Avenue
Runnemede, NJ 08078-1298
856-931-5365
Fax: 856-931-4446

July 18, 2012

Dear Mr. Paff,

It is my understanding that you are seeking an explanation of the circumstances surrounding Kelly Brazelton's departure as Business Administrator (B.A.) for the Runnemede School District. I am writing to you provide my perspective regarding the rationale of the Runnemede Board of Education leading to their decision to enter into a separation agreement with Ms. Brazelton.

Background

At the time the agreement was approved by the BOE she was under contract and non-tenured. Ms. Brazelton had not attained tenure in the district, as her employment with the district commenced on August 1, 2008; the law requiring three years and one day to attain tenure. The contract for a Business Administrator is annual. There is no provision for a multi-year contract. Her contract for the 2010-11-business year began on July 1, 2010 and was due to terminate on June 30, 2011. Renewal for a non-tenured B.A. is a decision made from year to year, typically in the spring because it must be reviewed and approved by the Executive County Superintendent prior to BOE approval.

Events Leading to and Approval of the Separation Agreement

Seven employees asked to meet with the BOE to "speak about specific events". This occurred at the regular meeting of July 28, 2010. I was not present, however it is my understanding that the employees raised concerns about interpersonal conflicts with Ms. Brazelton. On or about August 12, 2010 an attorney representing Kelly Brazelton contacted our BOE attorney, Philip Stern. Her attorney requested that they effect a mutually agreeable separation agreement between his client and the Runnemede BOE.

At that point in time, the Board of Education was faced with the decision to enter into the agreement or face potential litigation brought by Ms. Brazelton. The basis of litigation, while not specifically known may have involved several factors typically brought by employees who are terminated while still under contract, not the least of which was Ms. Brazelton's early term of pregnancy. On advice of counsel and as representatives of the public trust and taxpayer dollars the BOE chose to end their employment relationship with Ms. Brazelton with an outcome that was finite and known. The agreement included the exact monetary outlay for which they were to be responsible and a date at which the employer-employees relationship would terminate. It should be noted that said agreement was only to be made if it included a provision of mutual release of any and all future litigation if the terms of the agreement were followed. Of course, those terms involved confidentiality. The agreement was approved at the October 20, 2010 regular meeting of the BOE. It is memorialized in the minutes which are posted on the district website listed under **Personnel, item #12.**

Conclusion

The reason to approve this agreement was to avoid potentially protracted litigation leading to extraordinary costs in time, money and human resources. These are all born to higher degree in a school district like Runnemede with an austere staff and budget. Also, if litigation ensued there was the strong possibility that the district would not be able to fill the critical position of Business Administrator until it was resolved.



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I believe the BOE acted responsibly given the factors before them. In this case the governing body was challenged to make a decision in the public and district interest that was not popular or particularly satisfying for them. It was simply the best thing to do at the time.

Sincerely,

A handwritten signature in cursive script that reads "Nancy B. Ward". The signature is fluid and matches the printed name below it.

Nancy B. Ward Ed.D.
Superintendent of Schools