

EMPLOYMENT AGREEMENT
FOR: **EXECUTIVE DIRECTOR** OF THE
HIGHTSTOWN H O U S I N G AUTHORITY

This Contract dated this 17th day of *August, 2022*, is made between the Hightstown Housing Authority (hereinafter referred to as "HHA", "Employer"), whose address is 131 Rogers Avenue, Hightstown, New Jersey 08520, and Allen Keith LePrevost (hereinafter referred to as "LePrevost" or "Employee"), whose address is 213 Greeley Street, Hightstown, New Jersey 08520.

I. EMPLOYMENT

HHA hereby employs LePrevost as an Executive Director of the Hightstown Housing Authority, and the Employee hereby accepts such employment in accordance with the terms and conditions of this contract.

II. DUTIES OF EXECUTIVE DIRECTOR

The duties of LePrevost as Executive Director of the HHA shall be: The position of the Executive Director may be equated to that of any senior operating officer employed by any professional organization. As such, the Executive Director assumes control and management of the administrative processes of the operation of the HHA in order to ensure efficient operations. It is essential that the executive bring to the position an ability to adopt broad comprehensive views of the organization's objectives, as well as an ability to establish and implement the necessary steps of the attainment of the objectives. The Executive Director is responsible for the smooth running and successful implementation of the organization's operations. The Executive Director is accountable for all of HHA's operating affairs and will make timely reports to the Board of Commissioners.

III. PURPOSE

The Executive Director shall provide leadership and management of the planning, organizing, staffing, directing and controlling functions of the HHA. The Executive Director shall interpret, implement, administer policies initiated and approved by the Board of Commissioners. The Executive Director shall supervise, lead and motivate all HHA personnel in both maintaining and modifying HHA and Department of HUD goals. The Executive Director must be able to interpret materials and communicate clearly and have knowledge of preparation and administration of operating and capital fund budget.

IV. JOB DESCRIPTION - ESSENTIAL TASKS OF THE POSITION

the Executive Director shall perform the following tasks or duties:

1. Prepare and present all materials to be reviewed by and to be acted upon by the Board of Commissioners.
2. Act as Secretary of the Board, maintaining appropriate minutes, files, and records.
3. Determine appropriate course of action related to policies and procedures adopted by the Board of Commissioners. Attendance at Regular and Special Meetings of the Board of Commissioners is required.
4. Approve all correspondence notices, and directives dealing with policies issued by the Board of Commissioners.
5. Represent the HHA and maintain liaison with regulatory agencies, local officials and community-based organizations, interpreting and explaining the HHA's programs, policies, services, needs and other matters of mutual interest.
6. Attend meetings, workshops, conferences, seminars to gain firsthand knowledge of new or improved housing programs in the public and private sector. Speak for the HHA before the public as needed and authorized by the Board of Commissioners.
7. Prepare reports for internal and external use.
8. Act as the HHA's Personnel Officer, assuring that all personnel policies, procedures, position descriptions and general personnel practices conform to all applicable statutes.
9. Act as HHA's Affirmative Action and Contract Compliance Officer.
Prepare and present to the Board for approval and subsequently administer and control the conditions outlined in the Annual Contributions Contract, annual budgets and other supplemental budgets.
10. Select, appoint, discipline, promote, transfer and terminate all HHA employees, according to Board of Commissioner's policy.
11. Responsible for the final review and approval of all work programs.
12. Receive bids for Board of Commissioner's approval and execute contracts for work by others and monitor work in progress for compliance with contractual provisions.
13. Supervise management and control of HHA's payables, receivables, cash or other assets, associated with all operations, contracts, insurance and all internal and external financial operations.
14. Authorize expenditures/purchase orders in compliance with Board of Commissioner's policy.
15. Anticipate Board of Commissioners, staff and residents' needs and respond by making executive level decisions where appropriate to improve operations and services.
16. Initiate the writing of proposals and grants.
17. Establish goals and objectives for department heads and approve those set for managers and supervisors.
18. Plan, conduct or arrange for orientation and training of personnel
19. Maintain a high degree of personal flexibility and capability to address multi-tasks and assignments of the HHA.

V. COMPENSATION AND TERM OF OFFICE - BENEFITS

HHA and LePrevost agree to a term of office (employment) of Three (3) years at an annual compensation of \$115,000 for year 1, \$117,500 for year 2 and \$120,000 for year 3. The Executive Director shall be paid every other week (26 pay periods per annum). This compensation is based on forty (40) hours per week. LePrevost shall be entitled to 3.5 days per month vacation time per annum, 6 personal days and 12 sick days. The parties agree that they shall begin the search process for a new executive director no later than One hundred and eighty (180) days prior to the end of the term of office (employment).

The Executive Director will be subject to annual performance evaluations by the Board of Commissioners for the duration of this contract.

LePrevost is married to Donna LePrevost. LePrevost and his spouse will be provided, at the expense of the HHA, all major medical/hospitalization, and prescription drug, dental and other insurance benefits currently in effect for employees of HHA.

LePrevost shall have access and use of a vehicle owned by the HHA for local use and business purposes. If LePrevost uses the vehicle when not on official HHA business, he will not permit any passengers in the vehicle, and it is agreed that the insurance policy of the HHA shall provide him coverage.

VI. HOLIDAYS

The following holidays with pay shall be observed by HHA: New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday following, Christmas Eve and Christmas Day.

VII. SICK LEAVE

As used in this section, "Sick Leave" shall mean paid leave that may be granted to an Employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

A. Employee shall earn and accrue Sick Leave at the rate of one (1) day of such leave for each month of employment.

B. Sick Leave may be accumulated up to a maximum of thirty (30) days of unused sick leave. All unused sick leave is forfeited upon separation from employment, death, or retirement.

C. In no event shall an employee be paid for sick leave not taken.

D. Advances of unearned sick leave may be granted at the discretion of the Board of Commissioners not to exceed fifteen (15) days in any one calendar year.

E. A doctor's certificate may be required for any period of Sick Leave requested by Employee in excess of three (3) consecutive days. The Board of Commissioners of the HHA will determine whether or not the doctor's certificate is necessary.

F. If the Employee is absent for reasons that entitle him to sick leave, he shall notify the Chairman of the Board of Commissioners no later than 9:30 a.m. (prevailing time) on the day of such absence.

G. If the Employee does not report to work for four (4) consecutive days without notice or excuse approved by the Board of Commissioners or its Chairman, he will be considered to have resigned from his employment with the HHA.

VIII. ABSENCE WITHOUT AUTHORIZATION

A. Absence from work without proper authorization or approval may be considered sufficient cause for suspension or dismissal of the Employee at the discretion of the Board of Commissioners.

B. If the Employee has to be absent from work, he is to notify the Chairman of the Board of Commissioners or his designated representative before 9:30 a.m. on the day that he is to be absent and to state his reasons for the absence.

C. If the Employee is absent without proper authorization and approval, deduction shall Be made from his pay for the period of absence

IX. EXPENSES

The Executive Director shall be reimbursed for expenses incurred while working on behalf of the HHA. These expenses shall include mileage at the federal mileage compensation rate current at the time of when the expense occurred, reasonable airfare, hotel and lodging expenses, and reasonable meal expenses, any other miscellaneous expenses associated with performing or attending HHA functions including 3 national and 2 regional conferences per year. The Executive Director shall present written evidence of those expenses as required by the

HHA Board of Commissioners or any implemented policies of the HHA Board for reimbursement of travel and other expenses. The HHA shall also pay/reimburse the Executive Director for him to continue to maintain his CPM and other professional designations.

X. POWER TO BIND THE HHA

The Executive Director's authority to obligate HHA on any contract or agreement of any kind, character or nature is limited to those contracts or obligations for which the HHA's financial obligation does not exceed the sum of \$10,000.00 and the Executive Director shall have no authority to borrow funds on behalf of the HHA or to pledge any of its assets for any purpose whatsoever.

Likewise, the Executive Director shall not bring legal proceedings on behalf of the HHA without the consent of the HHA Board of Commissioners.

XI. EMPLOYMENT RELATIONSHIP

It is specifically agreed that the Executive Director is an employee of the HHA and the HHA shall be solely responsible for the payment of all federal, state, and local employment and withholding taxes.

XII. TERMINATION OF EMPLOYMENT

The Executive Director may be terminated for cause upon not less than 180 days' written notice authorized by Resolution of the Board of Commissioners. The causes for termination are as follows:

- A. Incompetency, inefficiency or failure to perform duties;
- B. Insubordination;
- C. Inability to perform duties;
- D. Chronic or excessive absenteeism or lateness;
- E. Conviction of a crime;
- F. Conduct unbecoming a public employee;
- G. Neglect of duty;
- H. Misuse of public property, including motor vehicles; and
- I. Other sufficient cause.

In the event that the Executive Director is terminated from the Authority, without cause as set forth in this Article XII, during such times as the Executive Director is willing and able to perform his duties, then the Authority agrees to pay the Executive Director the balance of his regular salary for the remaining duration of his contract, as extended, and to continue payment of retirement benefits, pension expenses, and all health, life and other insurance benefits for said duration of this agreement. In addition to the buyout of this agreement, the Executive Director shall be entitled to payments for any accumulated vacation days. In no event shall the benefits as set forth herein exceed three (3) years or the end of the term of the contract”.

XIII. HOLD HARMLESS

The HHA will hold harmless the Executive Director from any claims, liabilities, lawsuits of any sort whatsoever arising out of LePrevost's performance of his role as HHA Executive Director. The HHA will hold LePrevost harmless from any attorney's fees and/or claims that may be asserted against him due to his function as HHA Executive Director, or his attendance or participation in HHA functions or activities. This agreement to hold harmless shall not apply if the Executive Director is reasonably believed to have committed gross negligence or fraud or criminal activity.

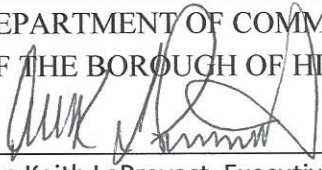
XIV. NOTICE OF SPECIAL BOARD OF COMMISSIONERS' MEETINGS

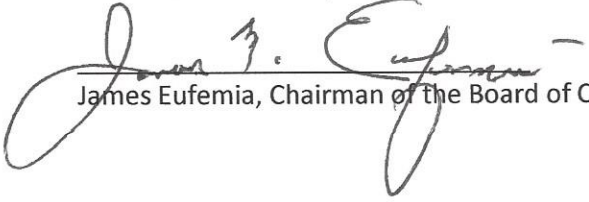
The HHA Board of Commissioners hereby specifically agree to give the employee immediate notice of the scheduling of any meetings relating to the terms of employment of the Executive Director of the HHA in any way whatsoever. The Executive Director shall be given every opportunity to attend any meetings intended to discuss the terms of the Executive Director's employment with the HHA.

XV. DEPARTMENT OF COMMUNITY AFFAIRS

This Agreement has been reviewed and approved by the Board of Directors. It is agreed that LePrevost meets all qualifications required by statutes and laws pertaining to the position as Executive Director of the HHA.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN. A TRUE COPY OF THIS AGREEMENT SHALL BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND FILED WITH THE BOROUGH CLERK OF THE BOROUGH OF HIGHTSTOWN.


Allen Keith LePrevost, Executive Director


James Eufemia, Chairman of the Board of Commissioners