

CONTRACT OF EMPLOYMENT

This Agreement is made this 28 day of November, 2023, in the Township of Edison, County of Middlesex, State of New Jersey, by and between the following parties:

EDISON HOUSING AUTHORITY, with principal offices located at 14 Rev. Samuel Carpenter Boulevard, in the Township of Edison, County of Middlesex and State of New Jersey (hereinafter referred to as the "Employer" or "Housing Authority") and DEBORAH HURLEY, with a residential address of 1434 Maplewood Terrace, Plainfield, NJ 07060, (hereinafter referred to as "Employee" or "Executive Director").

RECITALS

A. Employer is a public corporation formed pursuant to applicable State Statutes and Federal Regulations.

B. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, covenants, and conditions hereinafter set forth.

In consideration of the mutual covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

SECTION I NATURE AND PLACE OF EMPLOYMENT

Employer does hereby employ, engage, and hire Employee as its Executive Director at Edison, New Jersey, and Employee does hereby accept and agree to such hiring,

engagement, and employment. Subject to the supervision and pursuant to the orders, advice, and directions of the Board of Commissioners of Employer and, in accordance with the job description being promulgated by the Employer as may be amended from time to time, Employee shall perform such other duties as are customarily performed by one holding such position in other Housing Authorities, and Employee shall also render such other reasonable and unrelated services and duties as may be assigned to her from time to time by Employer.

SECTION II MANNER AND PERFORMANCE OF EMPLOYEE'S DUTIES

Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience, and talent, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer. Such duties shall be rendered at the Administration Building, Willard Dunham Drive, Edison, New Jersey, and the North Edison Gardens Complex (Randy Oakley Building), at Rev. Samuel Carpenter Boulevard, and at such other places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require.

SECTION III DURATION OF EMPLOYMENT

The terms of this Agreement shall be for a period of three (3) years, commencing on August 1, 2023 and terminating on July 31, 2026, subject, however, to prior termination as herein provided and subject to applicable law.

SECTION IV COMPENSATION AND REIMBURSEMENT

Employer shall pay Employee, and Employee agrees to accept from Employer, in full payment for Employee's services under this Agreement, compensation as specified below, payable according to the normal and customary payroll schedule of the Employer.

Effective August 1, 2023 – July 31, 2024	\$150,000.00
August 1, 2024 – July 31, 2025	\$155,000.00
August 1, 2025 – July 31, 2026	\$160,000.00

SICK LEAVE

Employee shall be permitted to receive sick days per year as follows.

Effective August 1, 2023 – Fifteen (15) days

Employee shall not be permitted to accumulate more than 15 (fifteen) unused sick days. Upon separation of service, the Employee shall be paid for unused sick days (not exceeding 15 days). However, the total amount paid in the said regard shall not exceed \$7,500.00 (Seven thousand five hundred dollars), unless Prevailing Federal and/or State Regulations mandate a financial sick leave cap less than \$7,500.00 (Seven thousand five hundred dollars). In the event of any applicable Federal/State Regulations mandating a

lower financial cap for unused sick days, then, in that event, the within Contract shall be deemed automatically modified to reflect the lower payment amount.

VACATION

The Employee shall be entitled to receive 20 (twenty) days paid vacation per year. To the extent possible and/or practical, the Employee shall attempt to provide the Employer with her anticipated vacation plans three weeks prior to the requested leave each calendar year. Additionally, the Employer encourages and directs that the said vacation time be utilized; consequently, unless otherwise permitted by the Employer, in writing, the Employee shall take and utilize the allotted vacation time. With Employer's prior written consent, the Employee shall be permitted to carry-over her vacation allotment for a (1) one-year period.

OTHER

In addition, the Employee shall receive the following: medical insurance, disability insurance and pension plan payments as provided to other staff members (as may be amended from time to time). In addition to the foregoing, employer agrees that it will reimburse Employee (pursuant to prevailing IRS guidelines/regulations) for any and all necessary, customary, and usual expenses incurred by her while traveling (excluding commuting time) for and on behalf of the Employer, pursuant to Employer's directions/authorizations.

SECTION V ANNUAL REVIEW

In accordance with the prevailing law, the Employer shall review the Employee's performance on at least an annual basis (and at such other times as the Board of Commissioners may deem necessary or advisable). A summary of the annual evaluation shall be presented to, and acknowledged by, the Executive Director. An appropriate annual review of the accomplishments and goals was conducted, discussed and presented to the Board of Commissioners by way of memorandum dated November 28, 2023. (See attached Exhibit A)

SECTION VI TERMINATION

In accordance with prevailing law, the Employer may terminate the within Contract, for cause. For purposes of the within Agreement, "cause" shall include, but not be limited to, the following:

- neglect of duty;
- insubordination;
- failure to perform duties;
- inability to perform duties;
- inefficiency;
- incompetency;
- chronic or excessive absenteeism or lateness;
- conduct unbecoming a public employee;
- conviction of a crime;

- misuse of public property; or
- other sufficient cause.

However, notwithstanding anything contained herein to the contrary, the Employee shall be provided with a minimum of 120 days notice of any termination.

SECTION VII NON-APPLICABILITY OF OTHER POLICIES/AGREEMENTS

Employee agrees and acknowledges that the following Policies/Agreements are not applicable to her and, as such, have no bearing on the within Contract:

- The Employer's Personnel Policy on paid and unpaid time off, compensation and benefits, except as provided herein, grievances, evaluation, discipline, work force reduction, and any other policies on matters covered herein and/or which are not applicable to the position; and
- Any Collective Bargaining Agreement involving the Employer.

SECTION VIII DEPARTURE CLAUSE

The Parties acknowledge that a proper and smooth transition of administrative leadership will be necessary when the Executive Director ultimately leaves the employ of the Edison Housing Authority. The Parties furthermore acknowledge that such a proper and smooth transition is essential to the Housing Authority particularly in light of the fact that the Executive Director serves as the administrative head of the Housing Authority, and particularly in light of the fact that there is no Deputy/Assistant Executive Director.

The Parties furthermore acknowledge that the absence of such a proper and smooth transition will detrimentally affect the overall operations of the Housing Authority. Thus, in the absence of documented health issues, upon the conclusion of the within Contract, the Executive Director shall provide the employer with of least three (3) months written notice if the Executive Director intends to voluntarily leave the employ of the Edison Housing Authority.

SECTION IX **SUBORDINATION TO H.U.D.**

Notwithstanding anything contained herein to the contrary, in the event that the Regional Housing and Urban Development Office (hereinafter referred to as "H.U.D.") which oversees the operations of the Employer, for any reason disapproves of the within Agreement then, in that event, the within Agreement shall cease and terminate.

SECTION X **FULL-TIME DEVOTION BY EMPLOYEE TO BUSINESS**

Employee shall devote all of her professional time, attention, knowledge, and skills solely and exclusively to the business and interests of Employer, and Employer shall be entitled to all of the benefits arising from or incident thereto. Additionally, Employee expressly agrees that during the term hereof, she will abide by all H.U.D./State/Authority regulations currently in effect, as the same may be amended from time to time.

SECTION XI **COMMITMENTS ON EMPLOYER ONLY ON WRITTEN CONSENT**

Notwithstanding anything contained herein to the contrary, and in accordance with applicable State Statutes and Federal Regulations, it is expressly understood and agreed that absent Board Policy to the contrary, Employee shall not have the right to make any contracts or commitments for or on behalf of Employer, without the express authorization of Employer.

SECTION XII
CONTRACT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement which has not been reduced to writing, and each of the parties hereto acknowledge that they relied upon their own judgment in entering into same. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect, unless the same appear in the within agreement. The parties also recognize that they each have the right to consult with an attorney if they so desire.

SECTION XIII
WAIVER

No waiver of any provision(s) of this Agreement shall be valid, unless in writing and signed by the person or party against whom the same is charged.

SECTION XIV
APPLICABLE LAW

The Agreement shall be subject to and governed by the laws of the State of New Jersey and regulations of the United States Government as promulgated and accepted by the Department of Housing and Urban Development.

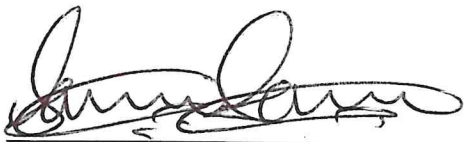
SECTION XV
SURVIVAL CLAUSE

If any term or provision of this Agreement shall to any extent be deemed valid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

WITNESS:

EDISON HOUSING AUTHORITY



Dated: 12/07/2023

By: _____



Barry Telesnick,
Chairman, Board of Commissioner

WITNESS:



Dated: 12/7/2023

By: _____



Deborah Hurley,
Executive Director