



**BOROUGH OF AVALON**

Department of Administration  
Division of Human Resources

Charles E. Schlager, Jr.  
Human Resource Officer  
[humanresources@avalonboro.org](mailto:humanresources@avalonboro.org)

April 20, 2022

Ms. Emily Pensa  
721 Route 610  
Petersburg, NJ 08270

[emilypensa@gmail.com](mailto:emilypensa@gmail.com)

RE: Offer of Employment with the Borough of Avalon

Dear Emily:

I am pleased to formally inform you that the Borough of Avalon has determined to offer you an appointment as Deputy Court Administrator. (See "Term of Office" below.) You will be serving as the Deputy Court Administrator for a shared municipal court for the communities of Avalon and Stone Harbor. The employment offer is as follows:

**Salary:** Your initial salary will be \$37,000.00 per year effective upon your assuming office. (Upon your attaining a certification as Municipal Court Administrator your salary will be increased to a minimum of \$40,000.00). Your initial appointment will be subject to a mandated four-month probationary term following which your appointment will become permanent. (See "Term of Office" below). You will also be entitled to any annual cost of living (COL) increase that may be approved for all Borough employees generally. Such COL adjustments are entirely within the discretion of the Mayor pursuant to statute and the Borough Code and are not guaranteed in any given year or years.

**Duties:** Your duties will be to assist the Court Administrator in the operation of the Violations Bureau and Municipal Court and to perform such other duties as specified in the New Jersey Rules of Court.

**Training & Certification:** You have indicated that you are currently NOT certified as a New Jersey Court Administrator.

The Borough will require, that as Deputy Municipal Court Administrator, that you become certified as a Municipal Court Administrator in accordance with the rules, policies, and requirements of the New Jersey Supreme Court and the New Jersey Rules of Court.

The Borough will pay for the cost of such training leading to the designation of Certified Municipal Court Administrator. If you resign your position with the Borough within 24 months of attaining your certification to accept another municipal court appointment in the State of New Jersey, you may be required to reimburse the Borough for all or a portion of the cost of such training and certification. The amount and terms of any such reimbursement shall be determined by the Business Administrator in consultation with the Chief Financial Officer and the Human Resource Officer. The Business Administrator is also empowered to waive reimbursement for good cause.

**Term of Office:** The Deputy Court Administrator, following a four month probationary term as required by Avalon Borough Code Section 5-2.1, will serve in an interim capacity for a term of one year and, if necessary, such interim appointment for two subsequent terms of one year each during which it will be mandatory that you pursue a course of instruction leading to certification as a Municipal Court Administrator. You will have a total of 36 months to become certified. Once certified your employment

will continue during good behavior and efficiency. Your failure to become certified or to pursue any mandatory course of instruction required by the New Jersey Administrative Office of the Courts or the local Superior Court Vicinage will be cause for termination and dismissal.

The appointment is made by the Mayor with the advice and consent of Borough Council and with the consent and approval of the Assignment Judge of Superior Court for Vicinage One.

Since Avalon is part of a shared municipal court wherein the Municipal Judge and other personnel are appointed independently and separately by both Boroughs, your appointment as Deputy Court Administrator for Stone Harbor will be handled by Mayor and Borough Council of that community. Your designated salary (\$37,000.00 per year) covers services as Deputy for both municipalities.

While you will be appointed separately, under the terms of the Shared Services Agreement you are an employee of the Borough of Avalon and all payroll and benefits will be distributed and administered by Avalon.

**Benefits:**

All full time Borough employees are covered by health insurance. Currently, that coverage is through the State Health Benefits Plan. You will become eligible for such coverage after being employed full time for 60 days with the Borough.

Each Borough employee is entitled to 2 personal days plus sick days and vacation days.

Sick time: Employees hired on or after July 1, 1989 shall, upon permanent appointment, during their first calendar year of employment earn and accrue sick leave on the basis of one (1) day per month of service starting with the month following permanent appointment.

Beginning January 1, 2022, and following the date of permanent appointment, (December 20, 2021) you shall earn twelve (12) days sick leave per year which may be accumulated.

Sick leave shall be computed in accordance with Avalon Borough Code § 5-8.2 as the same may be amended or in accordance with New Jersey Law, whichever is greater.  
(Reference: Avalon Borough Code § 5-8)

Vacation Leave: Employees shall earn vacation leave at the rate of one (1) day per month of service during their first year and through December 31 following their anniversary date. Thereafter, employees shall receive vacation leave according to the following schedule:

For employees hired on or after January 1, 2011:

Through ten (10) years 14 days.

After 10 years refer to Avalon Borough Code Section 5-7.1 and Employee Handbook. (Sick time and vacation leave is detailed in the Employee Personnel Policy Handbook).

#### Pre-Employment Medical Examination and Drug-Screening:

This offer of employment is conditioned upon your submitting to a pre-employment drug screening test and a criminal history background check. Upon your acceptance of this offer of employment the Borough will arrange for both screenings which will be conducted at the Borough's expense.

The Borough will not require a pre-employment medical exam.

Consent Forms: A consent form is submitted with this letter to be signed by you  
And your signature must be notarized. Please return the Consent Form with a signed acceptance of this offer of employment.

**Entire Agreement:** You acknowledge that the terms of employment outlined herein represent the entire offer of employment by the Borough. There are no other representations or promises of any type or nature, except for those set forth herein. All Borough employees are subject to the provisions of the Avalon Employee Personnel Handbook. All employees are required to read that Handbook and to become familiar with the policies set forth therein.

Your attention is specifically directed to Sections 2.0 General Policies; 4.0 Conduct and Discipline; 9.0 Employment and Personnel Policies; and 10.0 Sexual Harassment. Also, Chapter 2 of the Avalon Borough Code (Administration) and Chapter 5 (Personnel)

A second copy of this letter is enclosed, and I ask that you kindly sign and date same acknowledging the accuracy of the items and matters contained herein. Once you have done so, please return a signed copy to the Division of Human Resources and it will become part of your personnel file.

Should you have any questions, please contact Human Resource Officer, Charles E. Schlager at 856-297-9112 or at [humanresources@avalonboro.org](mailto:humanresources@avalonboro.org).

We in the Borough are excited to have you become a part of our team and we look forward to your joining us, and we extend a sincere welcome and our best wishes you a long and happy career with the Borough.

Sincerely,

BOROUGH OF AVALON

By: *Charles E. Schlager*  
Charles E. Schlager Jr., Esquire  
Human Resources Officer

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Emily Pensa

Date: \_\_\_\_\_

CC: Scott Wahl, Business Administrator  
Danielle Nollett, Borough Clerk  
Wendy Torroni, Municipal Court Administrator  
Borough Treasurer Office – Payroll  
Hon. Andrew J. Cafiero, J.M.C.