

TOWNSHIP OF FRANKLIN
EMPLOYMENT AGREEMENT
COMMUNITY DEVELOPMENT DIRECTOR

THIS AGREEMENT made this December day of 17, 2019 by and between the **TOWNSHIP OF FRANKLIN**, a Municipal Corporation (hereafter "Township") and Nancy Brent (hereafter "Employee").

WHEREAS, the Township desires to employ Employee as Community Development Director of the Township, and to perform such related duties and functions;

WHEREAS, the Employee desires to serve as Community Development Director;

WHEREAS, the Township and Employee desire to agree in writing to the terms and conditions of Employee's employment as Community Development Director.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **EMPLOYMENT:** Township agrees to employ Employee to perform the following services:
 - a. Employee agrees to serve as Community Development Director and will report directly to the Mayor, Township Administrator or Economic Development Chairman.
 - b. Employee shall perform Economic Development duties, which shall include, but not be limited to working with the Economic Development Committee in developing a strategy to promote the Township for key projects. Employee shall also help in establishing Redevelopment Zones and Master Plan Changes.
 - c. Employee shall perform duties regarding the clean-up of Route 40 and Route 47 corridors by taking necessary action to improve the sight lines and overall appearance of these key areas in the Township.
 - d. Employee shall perform Grant Writing which shall include, but not be limited to research, writing and coordinating the grant application process for grants that have been identified by the Township Administrator and which the Township Committee approves as beneficial to the Township. Examples would be Park and Recreation; Energy Savings; Police Department; and other special projects identified by the Township.
 - e. Employee shall work with the Township Administrator in the review and updating of Township Ordinances to ensure they are current, relevant and that pricing for the Township's services are competitive with other local towns.

- f. Employee will perform duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- g. Employee shall provide Township Administrator, Mayor, or Economic Development Chairperson with weekly summary of activities and duties performed and shall be available to attend the Township Committee Meetings, when necessary, to give updates on the progress he/she is making on the projects assigned.
- h. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer.

2. **TERM:** The term of this Agreement shall commence on January 1, 2020, and shall continue for two (2) years, unless terminated by the Township or the Employee. The Township may terminate this Agreement at any time upon the Township Administrator providing notice to Employee of the effective date of the termination. In the event this Agreement is terminated by the Township, Employee shall receive any unpaid balance of salary for the remaining duration of the original contract term of this Agreement and accrued vacation/personal/sick time, as well as medical benefits for herself and her family for the duration of the original contract term of this Agreement, or, if there is less than three (3) months remaining on the original term of this Agreement, Employee shall receive three (3) months' salary and accrued vacation/personal/sick time, as well as medical benefits for herself and her family for three (3) months. In the event the Employee voluntarily desires to resign this position with the Township, Employee will provide at least thirty (30) days' written notice in advance, unless the parties agree otherwise.

3. **SEVERANCE BENEFIT:** In the event that the term of this Agreement concludes and Employee is not renewed as an employee by the Township, a severance benefit of three (3) months salary and medical benefits (as detailed below) shall be provided to Employee.

4. **SALARY:** Township agrees to pay Employee an annual salary of Eighty Thousand Dollars (\$80,000.00), payable at the same time as other employees are paid and subject to customary withholding.

5. **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.

6. **SICK/PERSONAL LEAVE:** Effective upon Employee's first day of employment, Employee shall be credited with 3 hours sick/personal leave, with the option to sell back this sick/personal leave. In addition, Employee will be entitled to 88 hours of sick/personal

leave for each year of this contract, advanced on the first day of the year with the option to sell back this leave. Advanced notice is not required for Employee to use sick/personal leave.

7. **VACATIONS:** Effective upon Employee's first day of employment, Employee shall be credited with 61.5 hours of vacation leave, with the option to sell back this vacation leave. In addition, Employee will be entitled to 120 hours of vacation leave for each year of this contract, advanced on the first day of the year. Unless otherwise agreed to between the parties, one (1) week's advanced notice is required for Employee to use vacation leave.

8. **HOLIDAYS:** Employer shall provide Employee with the same holidays as enjoyed by other Township employees.

9. **HEALTH BENEFITS:** Health Insurance, Prescription, Dental, and Vision 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 Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the employee.

10. **HOURS OF WORK:** Hours are to be 3 days per week (7 hours per day, plus 1 hour for lunch), totaling 24 hours per week. Employee will also work another 6 hours per week of research time to complete the various duties detailed above. Any hours above the aforementioned 30 hours per week requires the advance approval of the Township Administrator and will be compensated at employee's per diem rate.

It is anticipated that the employee's regularly scheduled workdays will be Monday, Tuesday and Thursday, however said days may vary based on the needs of the Township or the Employee. It is understood that the position of Community Development Director may require attendance at evening meetings and occasionally at weekend meetings, as well as at other times not during the regularly scheduled workdays.

11. **OFFICE SPACE:** Employer will provide Employee with office space as needed, which office space will be mutually agreed upon.

12. **GENERAL EXPENSES:** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee may incur from time to time when provided appropriate documentation. Employer will also pay for Employee's Professional Development expenses in an amount not to exceed \$600.00 per year. Any days spent partially or fully in professional development shall be credited as days worked, as are similarly situated positions.

12. **NOTICES:** Any and all notices required pursuant to the terms of this Agreement shall be in writing and either given in person or mailed by certified or registered mail, return receipt requested. The notice shall be sent to the addresses set forth below, unless otherwise designed, in writing, by the parties.

To the Township: Township Administrator
Township of Franklin
1571 South Delsea Drive
Franklinville, NJ 08322

To Employee: Nancy Brent
P.O. Box 944
Malaga, NJ 08328

13. **ASSIGNMENT:** This Agreement is not assignable by the Township or Employee.

14. **SEVERABILITY:** If any of the provisions of this Agreement are deemed invalid, void or illegal, then the provisions so affected shall be deleted from this Agreement, and equitable compensation shall be provided to the Employee for the deletion of such provision. All remaining provisions shall remain in full force and effect.

15. **GOVERNING LAW:** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with the laws of the State of New Jersey. Any judicial proceedings pertaining in any way to this Agreement shall be brought in the Superior Court of New Jersey, Gloucester County.

16. **NO INTERPRETATION AGAINST DRAFTER.** Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

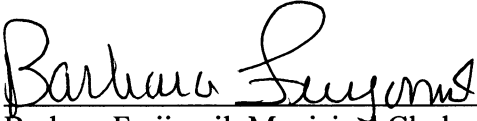
17. **AMENDMENT:** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter herein and no modification shall be valid or enforceable unless by an amendment or supplemental agreement in writing executed or approved in the same manner as this Agreement.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. Except as explicitly set forth in this Agreement, there are no representations, warranties or inducements that in any way affect the validity of this Agreement.

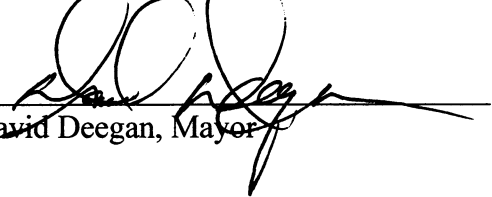
19. **EXECUTION AND COUNTERPARTS:** This agreement may be executed in any number of counterparts. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this agreement to be effective.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by the Franklin Township Mayor, David P. Deegan, Jr., and Employee has signed this Agreement, the day and year first written above.

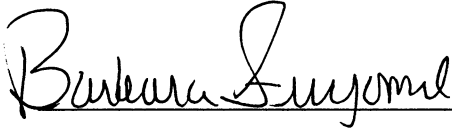
ATTEST:


Barbara Freijomil, Municipal Clerk

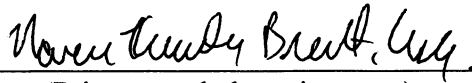
EMPLOYER
TOWNSHIP OF FRANKLIN

By: 
David Deegan, Mayor

WITNESSETH:


Barbara Freijomil

EMPLOYEE:

By: 
(Print name below signature)
Nancy Kennedy Brent