

## **EMPLOYMENT AGREEMENT**

**City of Millville Housing Authority and Samantha R. Silvers**

**March 15, 2021 to March 14, 2022**

The City of Millville Housing Authority, with administrative offices at 122 East Main Street, Millville, New Jersey 08332 (hereinafter MHA) and Samantha R. Silvers (hereinafter Silvers) hereby enter into an Employment Agreement (hereinafter Agreement) upon the following terms:

1. Silvers represents to the MHA that she will promptly obtain and continue to maintain all the qualifications and continue to meet all requirements for the position of Executive Director per NJSA 40A:12-A-1 et seq, and N.J.C.A. 5:44-3.1 et seq.
2. The parties agree that Silvers shall serve as Executive Director for the MHA upon the following terms of employment:
  - a. One-year term starting March 15, 2021 and ending on March 14, 2022.
  - b. Compensation – \$98,000.00 per year.
  - c. Health Insurance – MHA shall provide Silvers with single coverage health insurance through the MHA group health insurance plan. Such coverage shall begin on the first day of employment with no waiting period.
  - d. Dental Coverage Insurance – MHA shall provide Silvers with single coverage dental insurance through the existing MHA group dental insurance plan. Such coverage shall begin on the first day of employment with no waiting period.
  - e. Pension – MHA shall be enrolled and continue Silvers’ enrollment in the State of New Jersey Public Employees’ Retirement System during her employment.
  - f. Deferred Compensation – Silvers shall be offered Deferred Compensation as contained in the MHA’s policy as approved by the Board of Commissioners.
  - g. Vacation Days – Silvers shall be provided vacation days in accordance with the provisions of the MHA personnel policy.
  - h. Personal Days – Silvers shall be provided personal days in accordance with the provisions of the MHA’s personnel policy. The MHA’s policy will dictate accrual and carry forward provisions.

- i. Sick Days – Silvers shall be provided sick days in accordance with the provisions of the MHA's personnel policy. The MHA's policy will dictate accrual and carry forward provisions.
- j. Holidays – Silvers shall be provided Holidays in accordance with the provisions of the MHA's policy.
- k. Except for the enumerated provisions herein which may be different, Silvers shall be provided with the same benefits as provided in accordance with MHA personnel and/or administrative policies, unless otherwise modified by Board Resolution and with at least 60 days written notice.
- l. Expense Reimbursement – Silvers shall receive reimbursement of out-of-pocket expenses directly related to the performance of job duties incurred during the course of employment.
- m. Professional Development – MHA shall pay reasonable cost of registration, examination and travel associated with maintaining and attaining professional certifications and enhancing skills that would improve ability to manage the MHA.
- n. The MHA shall maintain insurance coverage in place covering any and all claims against Silvers arising from conduct directly related to the performance of job duties and in the course of employment. MHA further agrees such coverage shall include, but not be limited to, Directors' and Officers' Liability insurance, Libel, Slander, Defamation coverage and Employee Practices Liability insurance.
- o. MHA agrees to fully defend, hold harmless and indemnify Silvers against any and all claims and legal actions, including, but not limited to, primarily and directly paying expenses, including attorney costs and uncovered losses, and damages on behalf of Silvers in regard to claims brought against her for the performance of job duties and in the course of her employment. MHA also agrees that it shall pay any and all costs arising out of any claims or actions brought against Silvers related to the performance of her duties with the MHA and the entities described in section 3.k and 3.l below.

3. As Executive Director, Silvers shall perform the following duties:
  - a. Working with the Board of Commissioners (BOC) to develop MHA policies that are in keeping with federal and state statute, regulation and policy;
  - b. Implement and maintain the policies approved by the BOC;
  - c. Safeguard the interests and welfare of the MHA residents;
  - d. Safeguard the MHA's employees and physical and financial assets;
  - e. Maintain executive responsibility for all MHA fiscal, administrative and residential operations;
  - f. Prepare and submit such reports as may be required of the MHA by federal, state or local requirements;
  - g. Prepare and submit such reports as may be required by the BOC;
  - h. Serve as liaison and MHA representative with any external audience interacting with or impacting the MHA;
  - i. Coordinate MHA activities with City, State and Federal agencies;
  - j. Maintain standards of performance established for and consistent with the standards of professional practice for executive directors of public housing authorities;
  - k. Serve as Executive Director, or President if applicable, of the following MHA affiliates:
    - 1) Holly City Family Center,
    - 2) Any other entity created by the MHA or any of its subsidiaries.
  - l. Serve as Executive Director of the following authorities via shared service agreements between the MHA and the following housing authorities:
    - 1) Salem Housing Authority
    - 2) Any other entity that the MHA contracts with for shared services.
4. The MHA shall annually evaluate Silvers' performance as Executive Director and meet with her to review the evaluation prior to the expiration of this Agreement.
5. The MHA may terminate this Agreement prior to its expiration for cause only. Cause is defined as the Executive Director's continued failure to perform any substantial duties of employment after written warning. Upon receipt of said written warning or notice of termination, the executive director may request a hearing before the

BOC to contest said allegation of failure to perform substantial duties of her employment. The decision of the BOC shall be binding and final.

6. Each party has had the opportunity to confer with independent legal counsel and enters this Agreement knowingly and voluntarily after fully considering their legal rights and consequences of this Agreement.
7. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provisions shall be deemed not part of this Agreement.
8. The parties agree that this Agreement may not be altered, amended, modified, superseded, canceled or terminated except in writing and duly executed by all parties, or their attorneys on their behalf, which makes specific reference to this provision.

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Witness

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Samantha R. Silvers

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Date

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Date

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Witness

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Heather Santoro, Chair MHA

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Date

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Date