

EMPLOYMENT AGREEMENT
ECONOMIC DEVELOPMENT DIRECTOR

This is an Agreement between the Borough of Roselle Park (the "Borough") with offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and Beth Anne Macdonald, who resides at, 473 East Mountain Road, Hillsborough, New Jersey 08844.

WHEREAS, on, August 16, 2018 the Borough's Governing Body appointed Beth Anne Macdonald to the position of Economic Development Director effective September 4, 2018.

WHEREAS, the Borough and Beth Anne Macdonald, desire to set forth all of the terms and conditions of Beth Anne Macdonald's employment as the Borough's Economic Development Director in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Borough and Beth Anne Macdonald agree as follows:

1. Reporting Structure. Beth Anne Macdonald shall report directly to the Mayor and Council.
2. Responsibilities. Beth Anne Macdonald will perform all of the duties and responsibilities of the Economic Development Director as set forth in Roselle Park Borough Code, §2-14 et. seq. which are incorporated into this Agreement by reference.
3. Working Hours. Beth Anne Macdonald will work the hours needed to fulfill all of the duties and responsibilities of the position in a timely and efficient manner. Under normal circumstances, Beth Anne Macdonald's regular work schedule will be 8:30 a.m. to 4:30 p.m., Monday through Friday. Beth Anne Macdonald will be available at other times as needed and understands that the fulfillment of her responsibilities will require working outside of the regular work schedule. Beth Anne Macdonald further understands that meetings, such as budget discussions and council meetings, will generally occur in the evening. It is understood and agreed that the Borough will not provide Beth Anne Macdonald with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule.
4. Annual Salary. The Borough agrees to pay an annual base salary of Eighty-Four Thousand Dollars (\$84,000.00) and to provide adjustments in future years in accordance with those provided in the prevailing contract between the Borough and the Clerical Bargaining Unit of the Borough.
5. No Eligibility for Overtime. Beth Anne Macdonald is not eligible for overtime compensation or compensatory time. However, with permission from Mayor and Council, Beth Anne Macdonald may be permitted to utilize excessive work hours as a means of time off.
6. Borough Policies. Beth Anne Macdonald understands and agrees that she will follow all Borough policies, procedures, rules and regulations concerning employee conduct in the workplace. These policies, procedures, rules and regulations are incorporated by reference into this Agreement.
7. Insurance/Pension. The Borough shall provide health insurance, hospitalization, dental, prescription and life insurance coverage consistent with all other management/non-union employees hired after January 1, 1999 and commencing consistent with the terms of said coverage. Beth Anne Macdonald will be responsible for contributing the same percentage as the Clerical Bargaining Unit toward the cost

- of health insurance coverage. Employee will have pension coverage under the New Jersey Public Employee Retirement System (“PERS”).
8. Notification of Absence. Beth Anne Macdonald will provide the Mayor and Council with as much advance notice as possible of all absences, but in no event less than three (3) working days; except in cases of emergency or where advance notice is not practicable, at which time Beth Anne Macdonald will provide notice of her absence as soon as practicable.
 9. Benefits. Beth Anne Macdonald shall receive fifteen (15) days per year of vacation time. She will also receive 15 holidays, 3 personal time days and 15 sick leave days. Upon mutual agreement of the parties, Beth Anne Macdonald may receive additional benefits deemed appropriate for someone at her level, with her years of experience, and her proven dedication to the Borough.
 10. Accumulated Sick Time. Beth Anne Macdonald shall be entitled to sell back her accumulated sick leave at the rate of one (1) day for every three (3) accumulated sick days up to a maximum of \$15,000.00 in retirement.
 11. Retirement. Upon Beth Anne MacDonald attaining fifteen (15) years of service with the Borough and having reached the age of sixty-five (65), she will be entitled to receive Borough paid for major medical insurance and prescription program insurance, unless Beth Anne Macdonald is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Beth Anne Macdonald will be responsible to contribute pursuant to State law.
 12. Worker’s Compensation. The Borough will provide Beth Anne Macdonald with worker’s compensation insurance in accordance with established State regulations.
 13. Seminars, Conferences and Training. The Borough will permit Beth Anne Macdonald to use a reasonable amount of time to attend seminars, conferences and training programs. Beth Anne Macdonald may also participate in professional associations. The Borough will underwrite or reimburse the costs for dues, housing, and registration expenses for such seminars, conferences, training programs, and associations except in the following instances:
 - a. In the case of out-of-state seminars or conferences, the Borough will underwrite or reimburse the costs for registration expenses for such seminars, conferences, and training programs, but will not pay for travel or housing; such costs shall be borne and paid for by Beth Anne Macdonald.
 14. Resignation. Beth Anne Macdonald will provide a minimum of thirty (30) days advance written notice of her intent to resign. If mutually acceptable, the Borough and Beth Anne Macdonald may agree to reduce the length of notice at the time it is given. Failure to provide a minimum of thirty (30) days advance notice will constitute a resignation not in good standing.
 15. Termination. Except as otherwise provided in this Agreement, Beth Anne Macdonald’s employment shall terminate the earliest to occur of the dates specified below:
 - a. The close of business on an early resignation date mutually agreed to in writing by the Borough and Beth Anne Macdonald.
 - b. The close of business on the thirtieth (30th) day following Beth Anne Macdonald having provided written notification of her intent to voluntarily resign.

- c. The close of business on the day on which the Borough shall have delivered to Beth Anne Macdonald a written notice of the Borough's decision to terminate her employment for "Cause", which is defined as:
 - i. Gross negligence by Beth Anne Macdonald with regard to the Borough where it results in material detriment to the Borough;
 - ii. Substantial and continuing refusal or failure by Beth Anne Macdonald to perform the duties required of her, other than any such failure to perform resulting from incapacity due to physical or mental illness;
 - iii. Beth Anne Macdonald being convicted of a felony or pleading *nolo contendere* to a felony;

With regard to paragraphs (i) and (ii) herein, Beth Anne Macdonald shall be given no less than thirty (30) days written notice to cure any defect, wrongdoing, or item which the Borough has considered "cause" to terminate her employment prior to the Borough's final determination on her termination. If such final determination is made, the Borough shall provide thirty (30) days written notice of the final date of employment; except that less than thirty (30) days written notice may be provided in a case where it is determined, at the Borough's sole discretion, that such further employment may adversely affect the operations of the Borough.

- d. The close of business on the day on which the Borough shall have delivered to Beth Anne MacDonald a written notice of the Borough's election to terminate her employment because of disability, where no reasonable accommodation was possible. Disability shall be defined as Beth Anne Macdonald's inability to substantially perform her material duties for an aggregate of one hundred and twenty (120) days in any six (6) month period. Should Beth Anne Macdonald wish to challenge the termination based on disability, she must present a doctor's note indicating her ability to perform the essential functions of the job with or without a reasonable accommodation from the Borough. The Borough will then have the right to send Beth Anne Macdonald for a second opinion to a doctor of its choosing, at Borough expense. Should the Borough's doctor disagree with Beth Anne Macdonald's doctor, then the Borough may select a third doctor, with no affiliation to the Borough, at the Borough's expense. The opinion of this third doctor will be controlling.
- 16. Performance Evaluation. Beth Anne Macdonald agrees to take part in an ongoing performance evaluation process where formalized evaluations take place no less than once per year. Such evaluations shall be conducted by the Mayor and Council as whole, and shall be performed in a manner pursuant to formal and generalized policies promulgated by them in consult with labor counsel.
 - 17. Residency. The Borough shall not require Beth Anne Macdonald to become a resident of the Borough at any time during her employment as Economic Development Director.
 - 18. Defense. The Borough shall defend, hold harmless and indemnify Beth Anne Macdonald against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties, including any action which might commence or continue after her retirement, resignation or termination. The Borough shall not

- defend, hold harmless or indemnify Beth Anne Macdonald where she was acting outside the scope of her responsibilities or engaged in willful or gross misconduct.
19. Entire Agreement. This Agreement sets forth the entire agreement between the parties, fully supersedes any and all prior agreements or understandings between the parties, and many not be modified orally. Either party may seek to terminate or amend this Agreement. All amendments to this Agreement must be in writing signed by the Borough, through its Governing Body, and Beth Anne Macdonald.
 20. Severability. Should any provision of this Agreement be declared or determined by the court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be revised by the court in order that it should be considered legal.
 21. Arbitration Disputes. The Borough and Beth Anne Macdonald agree that any dispute that may develop under this Agreement shall be resolved through binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Each party shall be responsible for its own attorney's fees and the costs of the arbitration will be evenly split between the parties. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
 22. Outside Employment. Outside employment must be secondary to Borough work. However, Beth Anne Macdonald is allowed to have outside employment as long as the schedule of such employment does not conflict with Borough business or create a conflict or appearance of impropriety for the Borough. Beth Anne Macdonald must obtain the written approval of the Mayor before accepting any outside employment.
 23. Confidential Information. "Confidential Information" is technical or business information of the Borough discovered, invented, authored or acquired by Beth Anne Macdonald during her employment with the Borough and not generally known to the public. Beth Anne Macdonald recognizes and acknowledges that Confidential Information, which Beth Anne Macdonald will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Beth Anne Macdonald's employment and for an unlimited period following the termination of her employment with the Borough, whether termination is voluntary or involuntary, and regardless of the reason, Beth Anne Macdonald shall not, without the express written consent of the Borough, directly or indirectly, by Beth Ann Macdonald or through any other person, firm, partnership, corporation, entity or enterprise, disclose or use in any manner, or allow to be disclosed or used in any manner the Borough's Confidential Information.
 24. Borough Property. All originals and photocopies or any other form of reports, memoranda, manuals, agreements, books, computer records and printouts, customer lists, sales records, and any other material and/or equipment furnished to and/or maintained by Beth Anne Macdonald in connection with her employment with the Borough shall remain the property of the Borough and shall be returned to the Borough: (1) upon demand; or, (2) immediately upon termination of employment. In the case of the latter, the Borough reserves the right to withhold Beth Anne Macdonald's final paycheck until such a time as all Borough property is returned.
 25. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey applicable to agreements made to be performed therein.

The courts of the State of New Jersey, Union County, shall have exclusive jurisdiction.

26. Incorporation by Reference. This Agreement incorporates by reference relevant Borough Codes. In the event of a conflict between this Agreement and Borough Codes, this Agreement will control.
27. Survival of Obligations. The obligations in this Agreement shall continue after termination of Beth Ann Macdonald's employment, regardless of the reason for termination.