

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement is made this 1st day of January 31st, 2023 by and between **THE TOWNSHIP OF MAPLE SHADE**, a municipal corporation of the State of New Jersey with its principal offices located at 200 Stiles Avenue, Maple Shade, New Jersey (08052) (the "Township") and **SUSAN E. DANSON**, residing at 707 Sweetwater Drive, Cinnaminson NJ, 08077 (referred to herein as Ms. Danson or the "Manager.")

WITNESSETH:

WHEREAS, Township filled the position of Township Manager pursuant to its power of appointment under N.J.S.A. 40:69A-89 by appointing Susan Danson on August 1st, 2019 pursuant to Resolution 2019-R-106; and

WHEREAS, the Township entered into an employment agreement with the Manager dated June 27, 2019; and

WHEREAS, the Township Council now seeks to amend the employment agreement to modify certain terms and conditions of Ms. Danson's continued employment as the Township Manager of Maple Shade Township.

NOW, THEREFORE, the Township and Ms. Danson, for and in consideration of the terms, conditions and provisions hereinafter established have hereby agree as follows:

I. TERM. The term of this Agreement shall commence on January 1, 2023 (the "Commencement Date") and shall continue until the Manager's voluntary or involuntary termination, subject to the provisions of N.J.S.A. 40:69A-93.

II. EMPLOYMENT

2.1 CHIEF EXECUTIVE OFFICER/DUTIES. The Manager is the chief executive officer of the Township and shall faithfully perform the duties of the Township Manager as prescribed in the job description, as set forth in N.J.S.A. 40:69A-95 and 96 and within the Township Code and as may be lawfully assigned by the Council (collectively the "Township Manager's Duties"). Further, the Manager shall comply with state and federal law, all Township policies, rules, regulations and ordinances as they exist or may hereinafter be amended, and all lawful Council directives (collectively "Applicable Laws and Authorities"). All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the Township Manager position.

2.2 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager's designee shall attend all meetings of the Council, both public and closed.

2.3 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate Township employee or shall investigate such matter(s) and inform the Council of the results of such efforts;

2.4 HOURS OF WORK. The Manager acknowledges the proper performance of the Township Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Township Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Township intends that reasonable time off be permitted the Manager, such as is customary for employees, so long as the time off does not interfere with the normal conduct of the office of the Township Manager.

(a) **Outside employment.** The Manager will devote full time and effort to the performance of the Township Manager's Duties and shall remain in the exclusive employ of the Township during the term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept outside professional employment which does not interfere with the Manager performing the Township Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Manager is compensated and which are performed during the Manager's time off.

2.5 RESIDENCY. Manager acknowledges that N.J.S.A. 52:14-7 (the "New Jersey First Act"), provides that the Manager must maintain her principal residence in the State of New Jersey and that the Township Code further requires the Manager to reside within the Township during her term of employment. The Township Council hereby waives the requirement that the Manager live within Maple Shade.

III. COMPENSATION

3.1 SALARY. As of January 1st, 2023 the Township shall provide the Manager with an annual salary in the sum of One Hundred Seventy-Three Thousand Three Hundred and Seventy-Four Dollars (\$173,374.00). This annual salary rate shall be paid to the Manager in equal installments on the schedule as other Township employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement except by

mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council amendment of the Township salary ordinance. The Township Manager's salary shall be increased annually on the 1st of January of each of the following years as indicated: 2024 – 2.5%, 2025 – 2.25%, 2026 – 2%, 2027 – 2%.

3.3 PAID LEAVES -VACATION, SICK/PERSONAL AND HOLIDAY. The Manager shall receive 26 days paid vacation annually. The Manager shall take the vacation leave at such time or times as will least interfere with the performance of the Manager's Duties. The Manager shall receive three (3) personal days per year and fifteen (15) sick days per year as authorized by the Township Personnel Code and shall observe the same legal holidays as provided by the Township for its administrative employees.

3.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the Township pursuant to all Applicable Laws and Authorities.

3.5 INSURANCE - HEALTH. The Township shall provide health insurance coverage for the Manager in accordance with the Township's group health care plan at the same level of insurance and benefits as provided by the Township to its other administrative employees and subject to the requirements of P.L. 2011, c.78, as may be amended. As a contractual employee, the Manager may select from any of the health care plans offered to employees.

3.6 RETIREMENT BENEFIT. The Township agrees to enroll the Manager into the applicable state retirement system and to make at least the same level of contributions for the Manager or on the Manager's behalf as the Township does for its other administrative employees consistent with all Applicable Laws and Authorities.

3.7 TECHNOLOGY. The Manager shall be provided with a laptop computer and cell phone and will operate the same in accordance with established Township policies.

3.8 VEHICLE USE. The Manager shall be provided with a vehicle for her use while conducting Township business. Personal use of the Township vehicle is prohibited. Personal use shall include using the vehicle for personal errands or to commute between the workplace and home.

3.9 EXPENSES. The Township shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

3.10 BONDS. The Township shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

3.11 CIVIC ACTIVITIES. The Manager is encouraged to participate in community

and civic organizations and activities. The cost of such activities shall be borne by the Township.

IV. PROFESSIONAL GROWTH

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The Township agrees to budget for and pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the Township through the Manager's continued professional participation, growth and advancement. Such expenses shall require pre-approval by Council.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The Township agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the Township, including but not limited to the Annual Conferences of the NJMMA, NJSLOM, ICMA, GFOA, and such other national, regional, state and local governmental groups and Councils in which the Manager is a member. Such expenses shall require pre-approval by Council. The Township Council shall annually include a negotiated sum in the Manager's Office Education line item of the Township Budget for this purpose.

4.3 EDUCATION BENEFITS. The Manager shall be entitled to the educational benefits set forth in Section 32-44 (D) through (F) of the Township Code.

V. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the Manager's job performance at least annually. Annual reviews shall occur during the month of Manager's Commencement Date of each year, unless the parties agree otherwise. The Council and the Manager shall in writing and in accordance with criteria and format develop the annual performance reviews and evaluations jointly. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation.

5.2 CONFIDENTIALITY. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

5.3 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the

Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. TERMINATION

6.1 REMOVAL/ SUSPENSION. Manager's employment shall be subject to the provisions for removal and suspension set forth in N.J.S.A. 40:69A-93.

6.2 VOLUNTARY TERMINATION/RETIREMENT. If the Manager wishes to terminate her employment with the Township, the Manager will provide the Township with a minimum of ninety (90) days' notice. Should the Manager terminate her employment pursuant to this Agreement, and there is no constructive dismissal, the Manager agrees to be reasonably available as a consultant for the purposes of maintaining any projects or developments created while employed by the Township. The Manager agrees to negotiate the terms of the consulting work in good faith. In her capacity as a consultant for the Township pursuant to this paragraph, the Manager agrees to provide her present residential address and telephone number as well as her business address and telephone number.

VII. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the Township and the Manager relating to the employment of the Manager by the Township. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 BINDING EFFECT. This Agreement shall be binding on the Township and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take, precedence over the contrary

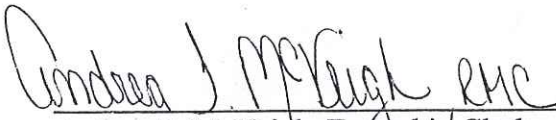
provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

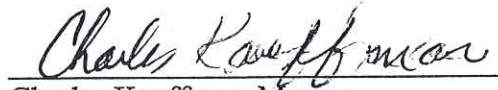
IN WITNESS WHEREOF, the parties have set their seals or corporate seals if applicable and caused these presents to be executed by their respective proper officers the day and year first above written.

ATTEST:

TOWNSHIP OF MAPLE SHADE

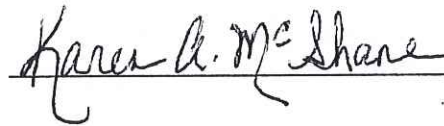



Andrea T. McVeigh, Township Clerk



Charles Kauffman, Mayor

WITNESS





Susan E. Danson

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2023-R-52

RESOLUTION APPROVING AN AMENDED EMPLOYMENT AGREEMENT WITH TOWNSHIP MANAGER

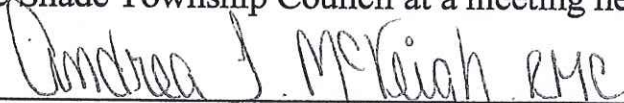
WHEREAS, pursuant to Resolution No. 2019-R-106, the Township Council appointed Susan Danson as Township Manager and approved an employment agreement with the Manager (the "Agreement"); and

WHEREAS, the Township Council now seeks to amend the Agreement to update certain terms and conditions of employment.

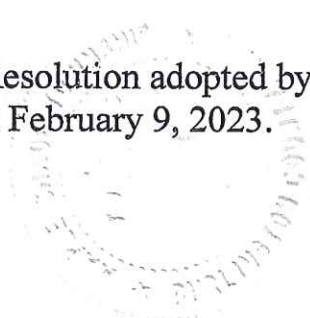
NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade, County of Burlington that The First Amendment to Employment Agreement with Susan Danson is hereby approved and the Mayor and Township Clerk are hereby authorized to sign the Agreement in a form as prepared or approved by the Township Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on February 9, 2023.



 Andrea T. McVeigh, Township Clerk



DATE: February 9, 2023

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Ms Nunes	x		x			
Schmidt			x			
Mrs. Volpe		x	x			
Wiest			x			
Kauffman			x			