

**Housing Authority of the City of Wildwood
County of Cape May
State of New Jersey**

Resolution 2020-50

**A RESOLUTION APPROVING THE HIRING OF EXECUTIVE DIRECTOR
ELIZABETH LOYLE**

WHEREAS, due to the pending retirement of the current Executive Director, the Wildwood Housing Authority engaged in a search for a new Executive Director in accordance with N.J. Admin Code § 5:44-3.1;

WHEREAS, the Wildwood Housing Authority, in concert with its current Executive Director, counsel, and accountant, received numerous applications for the position and engaged in a thorough and diligent review;

WHEREAS, the Wildwood Housing Authority reviewed the application and held multiple interviews with candidate Elizabeth Loyle and found her to be the clear deserving candidate who would protect the Housing Authority's interests and insure the safe housing of its tenants;

WHEREAS, the Wildwood Housing Authority, through its counsel and accountant, inquired as to the desired terms of employment with Ms. Loyle and negotiated with her in good faith to produce a fair and equitable contract for employment;

WHEREAS, the Wildwood Housing Authority was presented with this prospective contract for employment and discussed it thoroughly with its counsel and accountant and found it to be satisfactory;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners of the Wildwood Housing Authority that the Authority has elected to employ Elizabeth Loyle as Executive Director under the terms of the employment contract attached hereto:

ADOPTED:

Ronald Harwood, Chairperson

Juanita Jones, Vice Chairperson

Patricia Campbell, Commissioner

Sandi Harris, Commissioner

Sue Maxwell, Commissioner

Maria Maldonado, Resident Commissioner

This is to certify that this is a true copy of a Resolution approved by the Board of Commissioners of the Housing Authority of the City of Wildwood at a meeting held on November 18 at 5:00 pm at 3700 New Jersey Avenue, Wildwood NJ 08260.

Motion By: Patricia Campbell

2nd by: Sue Maxwell

Ayes: Ronald Harwood, Juanita Jones, Patricia Campbell, Sandi Harris, Sue Maxwell, and Maria Maldonado

Nays: none

Abstain: none

Absent: none

ATTEST: _____

Paul Dice, Board Secretary

WILDWOOD HOUSING AUTHORITY
EMPLOYMENT AGREEMENT

Wildwood Housing Authority and Elizabeth Loyle
January 1, 2021 to December 31, 2021

The Wildwood Housing Authority, with administrative offices at 3700 New Jersey Ave., Wildwood NJ 08260 (hereinafter WHA) and Elizabeth Loyle (hereinafter Loyle) hereby enter into an Employment Agreement (hereinafter Agreement) upon the following terms:

1. Loyle represents to the WHA that she shall maintain all of the qualifications and shall meet all of the requirements for the position of Executive Director per N.J.S.A. 40A:12A-1 et seq, and N.J.A.C. 5:44-3.1 et seq.
2. The parties agree that Loyle shall serve as Executive Director for the WHA upon the following terms of employment:
 - a. Pursuant to N.J.S.A. 40A:12A-18b for a new Executive Director, a one-year term starting January 1, 2021 and ending on December 31, 2021.
 - b. Compensation – \$97,000/yr. – The contract will re-open annually on the contract anniversary date for the purpose of negotiating salary, health and welfare, and fringe benefits.
 - 1) If Loyle should develop additional revenue streams for the agency, or be assigned additional work duties, the requisite compensation will be negotiated concurrent with those events, in good faith, and finalized before any agreement is executed by the Authority.
 - c. Health Insurance – WHA offers Loyle the same health insurance that is offered to all WHA employees, to take effect upon the start date of employment.
 - d. Dental Insurance – WHA offers Loyle the same dental coverage that is offered to all WHA employees, to take effect upon the start date of employment.
 - e. Vision Insurance – WHA offers Loyle the same vision insurance that is offered to all WHA employees, to take effect upon the start date of employment.
 - f. Pension – WHA shall be enrolled and continue Loyle’s enrollment in the State of New Jersey Public Employees’ Retirement System during her employment.

- g. Deferred Compensation – Loyle shall be offered Deferred Compensation as contained in the WHA’s policy; however, said Deferred Compensation shall not be decreased in the event the WHA elects to amend the policy during the terms of this Contract. The Deferred Compensation Loyle is entitled to shall be paid out in full upon termination of the employment relationship, as permissible under the plan administration.
- h. Vacation Days – Loyle shall be provided 20 vacation days per year. Days shall accrue and carry forward without penalty for unused time given the Executive Director’s often inability to utilize such the days given the demands of the work schedule.
- i. Personal Days – Loyle shall be provided personal days in accordance with the provisions of the WHA’s personnel policy. The WHA’s policy will dictate accrual and carry forward provisions; however, if WHA amends the policy to reduce the number of personal days, said amendment shall not apply to Loyle during the term of this Contract.
- j. Sick Days – Loyle shall be provided sick days in accordance with the provisions of the WHA’s personnel policy. The WHA’s policy will dictate accrual and carry forward provisions; however, if WHA amends the policy to reduce the number of personal days, said amendment shall not apply to Loyle during the term of this Contract.
- k. Holidays – Loyle shall be provided Holidays in accordance with the provisions of the WHA’s policy.
- l. Except for the enumerated provisions herein which may be different, Loyle shall be provided with the same benefits as provided in accordance with WHA personnel and/or administrative policies, unless otherwise modified by Board Resolution and with at least 60 days written notice to Loyle.
- m. Expense Reimbursement – Loyle shall receive reimbursement of out of pocket-expenses incurred during the normal course of employment. Such costs shall include commuting to and from the WHA offices in excess of one time per day.
- n. Professional Development – WHA shall pay reasonable cost of registration, examination and travel associated with maintaining and attaining professional certifications and enhancing skills that would improve the ability to manage the WHA.
- o. The WHA shall maintain insurance coverage in place covering any and all claims against Loyle arising from conduct in the course of her employment. WHA further agrees such coverage shall include, but not be limited to,

Directors' and Officers' Liability insurance, Libel, Slander, Defamation coverage and Employment Practices Liability insurance.

- p. WHA agrees to fully defend, hold harmless and indemnify Loyle 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 Loyle in regard to claims brought against her in the course of her employment. WHA also agrees that it shall pay any and all costs arising out of any claims or actions brought against Loyle related to the performance of her duties with the WHA.
3. As Executive Director, Loyle shall perform the following duties:
 - a. Work with the Board of Commissioners (BOC) to develop WHA policies that are in keeping with federal and state statute, regulation and policy.
 - b. Implement and maintain the policies approved by the BOC.
 - c. Foster and promote the interests and welfare of WHA residents.
 - d. Supervise the WHA's employees and physical and financial assets. Loyle shall be authorized to interview, hire, discipline, or terminate employees of the WHA. Loyle shall be designated the "Appointing Authority" for any employees participating in New Jersey Civil Service Commission.
 - e. Maintain executive responsibility for all WHA fiscal, administrative and residential operations.
 - f. Prepare and submit such reports as may be required of the WHA by federal, state, or local requirements.
 - g. Prepare and submit such reports as may be required by the BOC.
 - h. Serve as liaison and WHA representative with any external audience interacting with or impacting the WHA.
 - i. Coordinate WHA 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.
 4. Within the first 60 days of employment beginning January 1, 2021 (and annually thereafter if the employment relationship is renewed) the WHA shall establish goals and objectives for Loyle as the Executive Director. At the end of each calendar year, the WHA shall preliminarily evaluate Loyle's performance as Executive

Director and allow her the opportunity to respond. The WHA will then meet with Loyle to discuss the final evaluation, considering her response, prior to the expiration of this Agreement or subsequent contract renewal period.

5. The WHA may terminate this agreement prior to its expiration for cause only pursuant to N.J.S.A. 40A:12A-18c. Cause is defined as the executive director's continued failure to perform a substantial duty of employment after written warning and progressive discipline by the BOC specifying the nature of the failure at least 120 days prior to the proposed termination date. Upon receipt of said written warning, the executive director may request a hearing before the BOC to contest said allegation of failure to perform substantial duties of her employment.
6. Each party has had the opportunity to confer with independent legal counsel and enters into 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 provision 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 the parties, or their attorneys on their behalf, which makes specific reference to this provision.



Witness


Elizabeth Loyle

Date: 11/19/20



Witness


Ronald Harwood
Chairman WHA

Date: 11/18/2020