

**BOARD OF FIRE COMMISSIONERS OF
EVESHAM TOWNSHIP
FIRE DISTRICT NO. 1**

RESOLUTION No. 2025 – 60


**RESOLUTION AUTHORIZING AN EMPLOYEMENT AGREEMENT
WITH BUSINESS ADMINISTRATOR AND
QUALIFIED PURCHASING AGENT**

WHEREAS Maureen P. Mitchell is employed as the Business Administrator and Qualified Purchasing Agent by the Board of Fire Commissioners of the Evesham Township Fire District No. 1; and,

WHEREAS, it is the desire of the Board of Fire Commissioners of the Evesham Township Fire District No. 1 to enter into an Employment Agreement with Maureen P. Mitchell for the purpose of describing the terms and conditions of employment, compensation and duties of the Business Administrator and Qualified Purchasing Agent;

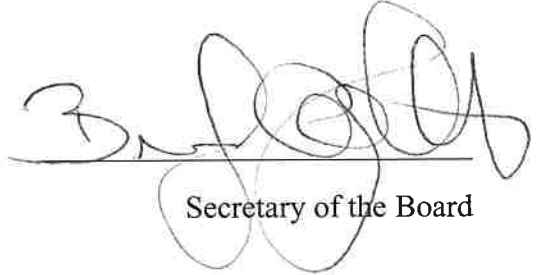
NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of the Evesham Township Fire District Number 1 that the Employment Agreement by and between the Evesham Township Fire District No. 1 and Maureen P. Mitchell which is attached hereto and made part hereof be and is approved and authorized.

BE IT FURTHER RESOLVED that the aforementioned Agreement shall be effective as of January 1, 2026.



Benjamin Guerrini, President

This is to certify that the foregoing Resolution was duly adopted by the Board of Fire Commissioners of the Evesham Township Fire District Number 1 at a meeting held on the first day of December 2025.



Secretary of the Board

Roll Call of Vote

Commissioner	Moved	Seconded	Ayes	Nays	Abstained	Absent
Albright		✓	✓			
Baugh			✓			
Guerrini			✓			
McIntyre	✓		✓			
Powers			✓			

EMPLOYMENT AGREEMENT

BETWEEN

THE BOARD OF FIRE COMMISSIONERS OF
EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

AND

Maureen P. Mitchell

DATED
December 1, 2025

EMPLOYMENT AGREEMENT

This Agreement is made as of the 1st day of January 2026, between THE BOARD OF FIRE COMMISSIONERS, DISTRICT NO. 1, (hereinafter the "BOFC"), having a principle address of P.O. Box 276, 984 Tuckerton Road, Evesham, New Jersey 08053, and Maureen P Mitchell (hereinafter the "Business Administrator"), having an address at 19 Marter Avenue, Mount Laurel, New Jersey 08054.

As consideration for the mutual promises set forth below, none of which would be conferred upon the Business Administrator absent execution of this Agreement, the parties intending to be legally bound agree as follows:

Article 1. RECOGNITION

- A. The Board hereby recognizes Maureen P Mitchell as the Business Administrator.

Article 2. TERM OF EMPLOYMENT/DUTIES OF THE BUSINESS ADMINISTRATOR

- A. The BOFC hereby employs the Business Administrator, and the Business Administrator will hereby accept employment by the BOFC commencing as of the first day of January, 2026 and terminating on the 31st day of December 2028. (hereinafter "Term").
- B. The Business Administrator position is classified as an exempt position. The Business Administrator shall be scheduled to work a minimum of forty (40) hours per week. The Business Administrator shall devote as much time as is necessary to perform all functions required by the position.
- C. The Business Administrator shall comply with her obligations set forth in this Agreement, the Business Administrator job description and with all BOFC policies, now currently in force, or as may from time to time be unilaterally adopted and modified by the BOFC, whether or not reduced to writing.
- D. The Business Administrator specifically recognizes and acknowledges that this position is one of trust and confidence and that, as a result, she will have access to, and may be given specialized education and confidential information of the BOFC.

Article 3. EXTENT OF SERVICE

- A. The Business Administrator shall devote substantially all of her time, attention, and energies to fulfilling the duties of the Business Administrator and diligently perform all duties incident to her employment; use her best efforts to promote the interests and goodwill of the District; and perform such other duties as the BOFC from time to time assign her. Further, during the term of employment, the Business Administrator shall not engage in any activity to the detriment or in conflict with the District's interests. Outside employment is permitted with prior written consent of the BOFC as long as it does not interfere with her duties or create a conflict of interest.

Article 4. CONFIDENTIAL INFORMATION

- A. The Business Administrator, both during her employment as well as after its termination, shall maintain all confidential information acquired by her during her employment. Except pursuant to applicable law, the Business Administrator shall not use any such Confidential Information for her own benefit, nor disclose it, nor any part of it, to any other person, firm, corporation or organization not connected with the District, except as authorized in writing by the BOFC.

Article 5. COMPENSATION AND EXPENSE REIMBURSEMENT

- A. For the period of January 1, 2026 through December 31, 2026 the Business Administrator shall receive an annual salary of \$147,655. Payment of the annual salary shall be made in twenty-six (26) equal installments of the course of the year.
- B. For the period of January 1, 2027 through December 31, 2027 the Business Administrator shall receive an annual salary of \$152,084. Payment of the annual salary shall be made in twenty-six (26) equal installments of the course of the year.
- C. For the period of January 1, 2028 through December 31, 2028 the Business Administrator shall receive an annual salary of \$156,646. Payment of the annual salary shall be made in twenty-six (26) equal installments of the course of the year.
- D. Training and Education Expenses: While the Business Administrator is employed by the BOFC pursuant to this Agreement, she may participate in the College Reimbursement Program to complete further advanced college course work related to her duties as Business Administrator. The BOFC shall pay the full expense of tuition and books for this program up to a maximum of \$2,500.00 per year. The Business Administrator will provide documentation in accordance with the Department's existing policies and procedures demonstrating attendance and acceptable grades. Approved reimbursement will be paid at the completion of the class per the following scale:
- Grade A – 100% reimbursement
 - Grade B – 90% reimbursement
 - Grade C – 80% reimbursement
 - Grade D/F or withdrawal – 0% reimbursement
 - Certification programs successful completion – 100% reimbursement
- E. While the Business Administrator is employed by the Board, pursuant to this Agreement, the Board shall reimburse the Business Administrator for the necessary and reasonable expenses in maintaining licenses and certifications necessary to fulfill her duties or be viewed as positive attributes by the Business Administrator, including but not limited to Certified Public Accountant, Certified Municipal Finance Officer, Certified Tax Collector, and Qualified Purchasing Agent. The Business Administrator shall assume full

responsibility for maintaining such licenses and certification. Fees exceeding \$500 must obtain BOFC approval.

F. Travel Expenses:

- i. While the Business Administrator is employed by the BOFC pursuant to this Agreement, the BOFC shall reimburse her for all other travel/meal expenses in connection with the performance of her duties or those as assigned by the BOFC, upon receipt of a duly executed expense or petty cash voucher or other receipt. Expenses exceeding \$500 must obtain BOFC approval.
- ii. While the Business Administrator is employed by the BOFC pursuant to this Agreement, she shall be reimbursed at the prevailing IRS rate for mileage inside and outside the Township of Evesham for use of her personal vehicle while performing of her duties or those assigned by the Board, upon receipt of a duly executed expense or petty cash voucher or other receipt. This reimbursement shall not apply to normal commuting expenses.

Article 6. OVERTIME AND COMPENSATORY TIME

- A. The position of Business Administrator is an exempt position and not eligible for overtime or compensatory time.

Article 7. VACATION LEAVE

Annual vacation leave with pay shall be earned at the rate as follows:, effective January 1st of each year, in accordance with the following schedule:

Years 1-5 – one hundred and twenty (120) hours vacation

Years 6-10 – one hundred and forty-four (144) hours vacation

Years 11-19 – one hundred and sixty (160) hours vacation

Years 20 + – two hundred (200) hours vacation

Any unused vacation leave may be carried forward in an amount not to exceed the amount earned on one year. Subject to the Business Administrator's exercise of her right to sell back unused vacation leave in Article 16 below, any remaining unused vacation time from the prior year shall be forfeited. The Board may approve additional carry over when appropriate.

Article 8. HOLIDAY LEAVE

- A. The Business Administrator shall receive the following holidays as time off with pay:

Business Administrator Agreement

- i. New Year's Day
- ii. Martin Luther King Jr. Day
- iii. President's Day
- iv. Good Friday
- v. Easter Monday
- vi. Memorial Day
- vii. Juneteenth
- viii. Independence Day
- ix. Labor Day
- x. Columbus Day
- xi. General Election Day (floating holiday)
- xii. Veteran's Day
- xiii. Thanksgiving Day
- xiv. The day following Thanksgiving
- xv. Christmas Day
- xvi. The day following Christmas

Article 9. PERSONAL LEAVE

The Business Administrator shall receive forty (40) hours of personal leave annually. Subject to the Business Administrator's exercise of her right to sell back unused personal leave in Article 16 below, any remaining unused personal time from the prior year shall be forfeited.

Article 10. BEREAVEMENT LEAVE

The Business Administrator shall receive the following paid bereavement leave:

- In the event of a death in the Business Administrator's immediate family, leave with pay shall be granted from the day of death up to and including the day after interment, not to exceed four (4) working days. The immediate family shall mean parents, grandparents, spouse, civil union or domestic partner, children, brother, sister, ward, spouse's parents, spouse's grandparents, brother-in-law, and/or sister-in-law, and spouse's relations as listed above.

- In the event of a death of any of the Business Administrator's nieces, nephews, aunts, uncles, cousins, or the Business Administrator's spouse's nieces, nephews, aunts, uncles, cousins, the Business Administrator shall be granted one (1) day of leave.
- Proof of death may be required at the BOFC's discretion.

Article 11. SICK LEAVE

- A. The Business Administrator shall receive one hundred twenty hours (120) of paid sick leave annually, effective January 1st of each year.
- B. Unused sick time may accrue annually until retirement. Upon retirement, see article 21.
- C. To the extent required by law, the Board shall comply with the Federal and State Family Medical Leave Acts.

Article 12. HEALTH & WELFARE BENEFITS

- A. The Board agrees to provide health insurance for the Business Administrator and her spouse and children at the same level as that provided under the terms of the agreement with the Evesham Fire Officer's Association for members of that Association employed by the District. The Business Administrator shall be required to pay the tier 4 contribution set forth in P.L. 2011, Chapter 78 regardless of its sunset or repeal. In the event the Business Administrator chooses to obtain private or other health insurance in lieu of the coverage provided, the Board will, on an annual basis, reimburse the Business Administrator twenty-five percent (25%) of the cost to the Board or \$5,000.00, whichever is less, had the Business Administrator elected personal coverage as provided by the Board.
- B. Injury Leave:
 - i. Should the Business Administrator be prevented from performing her duties by reason of a work-related injury and receives worker's compensation temporary disability payments, the Business Administrator will not be charged sick leave for such time off.
 - ii. Other health, welfare or other benefits may be available to the Business Administrator as set forth in the District's policies and procedures manual.
 - iii. In the event of any conflict between the above summaries of health and welfare benefits and the official plan documents, the official plan documents shall govern. The Board retains the right to modify, enhance and/or change insurance plans.

Article 13. CLOTHING

- A. The Business Administrator shall wear appropriate business attire for the daily workplace environment.

Article 14. LEGAL DEFENSE

- A. If the Business Administrator is a defendant in any legal action or legal proceedings arising out of or incidental to the performance of her duties she shall be entitled to reimbursement for legal representation. The Board shall pay a reasonable amount for the services, provided that selected counsel submits an itemized statement to the Board reflecting fees and costs prior to rendering such service and that the Board provides express authorization for the services. The Board shall not reimburse legal fees for any employee who is found guilty of an indictable offense.

Article 15. JURY DUTY

- A. The Business Administrator shall be excused from duty with no loss of pay to participate as a juror.

Article 16. OPTION TO SELL BACK TIME

- A. The Business Administrator shall have the option to sell back up to 88 hours of combined unused vacation and/or personal time on an annual basis. The Business Administrator shall notify the Board no later than October 1st of the current year of her intent to sell back unused vacation/personal time and the number of hours. The Board shall make payment no later than December 1 of the current year.

Article 17. RETIREMENT FROM EMPLOYMENT

- A. Upon retirement or resigning the Business Administrator shall be compensated up to a maximum one half (1/2) of her accrued sick leave or \$15,000 whichever is less. Payment shall not exceed fifteen thousand (\$15,000.00) dollars. If employment is terminated due to disciplinary action compensation associated with sick leave accumulated will not be entitled.
- B. Upon retirement or termination accrued and unused vacation leave can be returned for payment at the Business Administrator's current pay rate with a maximum of four hundred (400) hours.

Article 18. ANNUAL APPRAISAL

- A. The Board and the Business Administrator agree that the Business Administrator shall be evaluated no later than December 15th of each year with respect to her job performance during the year.

Article 19. DISABILITY AND DEATH

- A. Disability:
Business Administrator Agreement

- i. In the event that the Business Administrator is unable fully to perform her duties and responsibilities hereunder to the full extent required by the BOFC by reason of illness, injury or incapacity for ninety (90) consecutive days or ninety (90) working days within any twelve (12) month period, the Agreement may be terminated by the BOFC. In that event, subject to the specific terms set forth in this Agreement, the BOFC shall have no further liability or obligation to the Business Administrator.

B. Death:

- ii. In the event that the Business Administrator dies during the term of the Agreement, the BOFC shall pay to her executors, legal representatives or administrators an amount equal to the installment of her annual salary for the month in which she dies, and thereafter the BOFC shall have no further liability or obligation pursuant to the Agreement to her executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through her; provided, however, that the Business Administrator's estate or designated beneficiaries shall be entitled to receive (i) the payment prescribed for such recipients under any death benefit plan which may be in effect and in which the Business Administrator participated and (ii) any unpaid accrued benefits owed to the Business Administrator in accordance with the terms of this Agreement.

Article 20. TERMINATION BY THE BOARD

- A. The BOFC may, in its sole discretion, terminate the Business Administrator's employment at any time with 60 days' written notice with the majority vote of the Board. In the event that the Business Administrator's employment is terminated under this paragraph, the Business Administrator's right to the compensation and benefits provided in this Agreement shall immediately terminate and/or cease to accrue, provided, however, that the Business Administrator shall receive (i) the unpaid portion, if any, of her annual compensation computed on a pro-rata basis to the date of termination of employment, and (ii) any unpaid accrued benefits owed to the Business Administrator in accordance with the terms of this Agreement. Such payments shall constitute the full payment to which the Business Administrator is entitled. The Business Administrator agrees that she shall not be entitled to any other remedy at law or in equity.

Article 21. TERMINATION BY THE BUSINESS ADMINISTRATOR

- A. The Business Administrator may terminate her employment with the BOFC during the term of the Agreement by giving the BOFC thirty (30) days written notice. In such event, the BOFC shall be liable to the Business Administrator for the pro-rated annual salary compensation and other remaining benefits provided in this Agreement for such 30-day period, and, to the extent not inconsistent with applicable law and/or the terms and conditions of any plan or program, all other remaining benefits shall continue to accrue until the end of such 30-day period. Such payments shall constitute the payment to which the Business Administrator is entitled.

Article 22. GENERAL PROVISIONS

- A. Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of one day after mailing.
- B. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of the Business Administrator by the Board, and this Agreement contains all of the covenants and agreements between the parties with respect to the employment. Nothing within this agreement shall be interpreted or applied so as to reduce, eliminate or otherwise detract from any benefit in existence prior to the effective date.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.
- E. It is expressly agreed that the Business Administrator shall not make any binding contracts or extend credit on behalf of the Board. The Business Administrator is not authorized to hire, fire, and retain firms, corporations or entities on behalf of the Board but is required to carry out the policy, decisions, programs and plans of the Board and otherwise maintain the daily operations and maintenance of the Department.
- F. Any notice required to be given to the provisions of this contract shall be in writing any by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD: President
Board of Fire Commissioners
Evesham Township Fire District No. 1
P.O. Box 276, 984 Tuckerton Road
Evesham, New Jersey 08053

BUSINESS ADMINISTRATOR:
Maureen P. Mitchell
19 Marter Avenue
Mount Laurel, New Jersey 08054

Article 23. REFORMATION

- A. The provisions contained herein are intended to be separate and divisible and if, for Business Administrator Agreement

any reason, any one or more of such provisions should be held to be invalid and unenforceable in whole or in part, it is agreed that the same shall not be held to affect the validity or enforceability of any other provisions and covenants of this Agreement.

Article 24. MODIFICATION

- A. The Board and the Business Administrator agree that the Agreement may not be modified except by the mutual written consent of the Board and the Business Administrator. Notwithstanding the foregoing, the Board and the Business Administrator further agree that if a judicial or quasi-judicial entity declares the agreement invalid in whole or in part, it may modify the terms of the Agreement to give effect to the Agreement as modified.

Article 25. EXPENSES OF ENFORCEMENT

- A. Each party shall be liable for its own expenses, including, but not limited to, reasonable attorneys' fees, and costs incurred in the enforcement of any of its rights under this Agreement, or in the defense or any claims under this Agreement, whether in litigation or otherwise.

Article 26. VENUE

- A. The Board and the Business Administrator hereby agree that any lawsuit or proceeding instituted regarding this Agreement, its interpretation, enforcement or validity shall be commenced in the Superior Court of New Jersey, Law Division, Burlington County and the parties hereby consent to the personal jurisdiction over them of said court.

Article 27. TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2026 and shall remain in effect up to and including December 31, 2028. If the BOFC determines not to engage in negotiations for a successor agreement, the Business Administrator shall be notified no later than 90 days prior to December 31, 2028, of said decision.

IN WITNESS WHEREOF, the Parties have hereto have hereunto set their hands and seals at Evesham Township, New Jersey on the day and year first above written.


DATED: 12-1-25

BY: 
Benjamin Guerrini, President

DATED: 12-1-25

BY: 
Bruce Albright, Secretary of Board

DATED: 12-1-25

BY: 
Maureen P. Mitchell