

**HOUSING AUTHORITY OF THE CITY OF LINDEN
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

The Housing Authority of the City of Linden ("Employer") and the individual Dr. Marlena Berghammer ("Employee") execute this Employment Agreement ("Agreement") effective as of March 17th, 2025.

WHEREAS, the Employer engages in the business of providing affordable government-subsidized housing to eligible residents of the City of Linden; and

WHEREAS, The Employer desires to employ the Employee to render services as Executive Director in connection with the Employer's development and implementation of policies, practices and procedures; and

WHEREAS, the Employee desires to render such services to the Employer,

NOW, THEREFORE, in consideration of the agreements, mutual covenants and obligations, and intending to be legally bound, the parties, subject to the agreement's terms and conditions, agree as follows:

1. **Employment and Term.** The Employer will employ the Employee and the Employee accepts employment with the Employer as Executive Director ("Position") for a period of one (1) year ("Term"), commencing on 3/17, 2025 ("Commencement Date") and terminating on 3/16, 2026 subject to terms, conditions and provisions of this Agreement and specifically, the Termination Provisions contained in Section 6 of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the Authority may terminate the Executive Director at any time without cause upon payment to the Executive Director of a sum equal to the full amount of the remaining unpaid salary for the balance of the Term of this Contract then in effect at the salary then in effect, together with unused leave time.

Additionally, pursuant to N.J.S.A. 40A:12-18, the Linden Housing Authority may only terminate the Executive Director with not less than One Hundred and Twenty (120) days prior notice.

Employee may voluntarily terminate this Agreement by giving ninety (90)

days notice of such termination, in writing, to the Chairperson of the Board. During such ninety (90) day period, Employee shall continue to fully perform her duties hereunder.

2. **Duties.** During the Term, the Employee shall serve the Employer faithfully and to the best of her ability. The Employee shall devote her full time, attention, skill and efforts to perform the duties required by and appropriate for the Position. The Employee shall at all times faithfully perform necessary, customary and usual services and responsibilities attendant to the position of Executive Director of the public housing authority, its Board of Commissioners, its resident population and its affiliate entities. The Employee shall perform such additional duties which may include the following:
 - A. Work directly with the Board of Commissioners on the development of all policies affecting the housing authority including strategic initiatives, economic feasibility, sound business planning and management.
 - B. Work with a variety of partners and stakeholders to address future organization strategy and positioning in the affordable housing market.
 - C. Provide quality materials and staff support to the Board to enable them to maximize the effectiveness of their governance of the authority.
 - D. Facilitate the strategic planning and economic forecasting processes and develops working retreats for the Board annually.
 - E. Take a leadership role in creating an organization that has a high level of integrity, professionalism, progressive-analytical-critical thinking.
 - F. Provide for the development of new programs to serve organizational and community goals in collaboration with community partners, local departments, state and federal agencies.
3. **Other Business Activities.** During the Term, the Employee will not without the Employer's prior written consent, which will be given only at the Employer's sole discretion, engage in any other business activities of any nature or kind, except

for those activities in connection with charitable or civic activities, personal investment, or related to service as an executor, trustee or similar fiduciary capacity, provided that such activities do not interfere with the performance of the Employee's responsibilities and obligations under Agreement.

4. **Manner and Performance of Employee's Duties.** Employee agrees that she will at all times faithfully, vigorously, and to the best of her ability, experiences and talent, perform all duties that may be required pursuant to the express and implicit terms of this Agreement. Such duties shall be primarily rendered at the Housing Authority Administration offices in Linden, New Jersey and at such other places as position requires.
5. **Compensation.** The Employer shall pay the Employee, and the Employee hereby agrees to accept, as compensation for all services, the compensation set forth in this Section 5.
6. **Salary.** The Employer shall pay the Employee a base salary at the annual rate of \$185,000.00 for one (1) year of the contract.
7. **Overtime/Compensatory Time.** The Employee acknowledges that the Position is exempt under the Fair Labor Standards Act and any other applicable federal or state law and that the Employee shall not be entitled to receive any overtime compensation or compensatory time off regardless of the number of hours worked.
8. **Fringe Benefits.** The Employee shall be entitled to participate in all medical, dental, life and disability insurance, vacation and other benefit programs exclusive of compensatory time or overtime pay. The Employee shall also be entitled annually to twenty-five (25) vacation days, three (3) personal days and twelve (12) sick days. Such vacation, sick and personal days shall be administered in accordance with the terms of the Personnel Policy Manual. The Employee shall be entitled to participate in the appropriate State Pension Plan approved for regular employees. Employee must keep an account of all of the above-mentioned leave time utilized during the calendar year. Employee shall provide reasonable notice to the Chairperson of the Board of Commissioners prior to the date upon which the Employee elects to take vacation or personal days. Employee shall provide reasonable notice to the Employer of the Employee's need to utilize sick time.

9. **Reimbursement of Expenses.** The Employer shall reimburse the Employee for all reasonable and necessary business expenses incurred in performing the duties of Executive Director, consistent with the Employer's policies and HUD guidelines. Employee must document and provide an accounting of all such expenses and submit same to the Employer in accord with the Employer's reimbursement policies.
10. **Dues, Subscriptions, and Expenses.** Employer agrees to budget and to pay the actual cost of travel and expenses of Employee for professional and official travel, meetings, and occasions appropriate for the continued professional development of the Employee in connection with her responsibilities as Executive Director. All such travel and attendance at meetings must be expressly approved by the Board of Commissioners.
11. **Courses and Seminars.** Employer agrees to budget and pay for the actual cost of travel and expenses of the Employee for courses and seminars that are in the best interest of the Employer. Such courses and seminars shall include, but are not limited to, training, certification and recertification requirements if same are mandated by HUD of the State of New Jersey. Employer shall have full and complete authority to approve or disapprove of such training, courses or seminars. Approval of such courses and seminars must be approved in writing prior thereto.
12. **Termination.** The Employer or Employee may terminate the Employee's employment upon the occurrence of any event described in the sections below. Upon termination, the Employee shall be entitled only to such compensation and benefits described in the sections below.
13. **Termination for Disability.** If the Employee suffers a disability that the Employee is unable to perform the essential functions, duties and responsibilities of the position of Executive Director to the fullest extent that this Agreement requires, with or without reasonable accommodation, because of illness, injury or incapacity for more than (5) weeks beyond any accumulated sick leave, the Employer may terminate the Employee's employment. In the event of termination of the Employee's employment hereunder pursuant to this Section 6.1, the Employee will be entitled to receive all accrued and unpaid (as of the date of such termination) salary and other forms compensation, including but not limited to accumulated leave time in accordance with Section 5.3 Fringe Benefits, and any other benefits payable or provided according to the terms of any then

existing compensation of benefit plan or arrangement, including payment prescribed under any applicable disability insurance plan; provided that the Employee has complied with all of her obligations to the Employer for compensation of benefits by reason of such terminations.

14. **Termination for Cause.** The Employee may be terminated for cause upon **One Hundred and Twenty (120)** days written notice for the following reason or combination of reasons: a) neglect, b) malfeasance, c) willful misconduct, or d) insubordination.
15. **Notice of Breach.** If the Board believes that Employee has breached this Agreement by failing to perform her duties satisfactorily, the Board shall give written notice to Employee of the deficiencies in her performance. Employee shall have at least fifteen (15) days to correct her deficiencies. If she fails to do so in the specified time period, Employee shall be terminated in accordance with the procedures set forth in this section. This paragraph shall not apply, however, in any case where, in the sole discretion of the Board, Employee's conduct poses a serious threat to the welfare of the Linden Housing Authority. In such an instance, the Employee may be terminated immediately subject to provisions in this Section.
16. **Waiver of Breach.** Waiver by either party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such waiving party.
17. **Termination by Death.** If the Employee dies during the term of this Agreement, the Employer shall pay the Employee's executors, legal representatives or administrators an amount equal to all accrued and unpaid (as of the date of death) salary and other forms of compensation including but not limited to accumulated leave time in accordance with this agreement and any fringe benefits, and benefits payable or provided according to the terms of any then existing benefit plan or insurance plan provided that the Employee has complied with all of her obligations under this Agreement.
18. **Effective Termination/Resignation.** The Employee may resign from employment with the Employer at any time, for any reason. In the event the Employee voluntarily resigns her position with the Employer prior to the expiration of the term of this Agreement or any continuation of employment, the Employee shall

give Employer ninety (90) days written notice in advance, unless the parties otherwise agree in writing. Employee must perform her duties in accordance with N.J.S.A. 40A 12A17-18 as may be amended from time to time. In the event of a termination/resignation of the Employee's employment hereunder pursuant to Section 6.4(a) and 6.4(b) hereof, the Employee shall be entitled to receive all accrued but unpaid (as of the effective date of such termination) salary and other forms of compensation, including but not limited to accumulated leave time in accordance with this agreement and benefits payable or provide according to the terms of any then, existing benefit plan or arrangement.

19. **Indemnification.** Employer shall defend, save, hold harmless, and indemnify the Executive Director against any action in which she is named as a party defendant for any alleged injury or damage suffered as a result of any act, event, or omission of action in the scope of her employment or function, unless she acted in bad faith or with malicious purpose or in manner exhibiting want on or willful disregard of human rights, safety or property. The Employer agrees to maintain a Public Officials Insurance policy with an Employment Practices rider which may accommodate such occurrences.
20. **Reduction of Compensation.** Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Executive Director, except as provided in this section of the Agreement. Notwithstanding the foregoing sentence, Employer reserves the right, in the event of a documented financial crisis which necessitates a universal adjournment to the salaries of all staff member of Employer by the Board of Commissioners, to adjust Executive Director's salary at percentage rate of adjustment as is used for all other staff members of Employer.
21. **Representations, Warranties and Covenants of the Employee.** The Employee represents and warrants to the Employer:
 - a. There are no restrictions, agreements or understanding whatsoever to which the Employee is a party which would prevent or make it unlawful for the Employer's execution of this Agreement or the Employee's employment hereunder, or would prevent, limit or impair in any way the performance by the Employee of the obligations hereunder; and

- b. The Employee has disclosed to the Employer all restraints, confidential communications or other employment restrictions that she has with any other Employer, person or entity.
- 22. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Employer and the Employee, their respective successors, executors, administrators, heirs and/or permitted assigns, provided that neither the Employer nor the law or otherwise, without prior written consent of the party.
- 23. **Notice.** Any notice given by either party under this Agreement shall be personally delivered or sent by certified mail, return-receipt requested to the party at its address set forth below or at such other address designated by the written notice as provided in this Section. Such notice shall be deemed to have been received upon the date of actual delivery if personally delivered or, in the case of mailing, three (3) days after deposit in the U.S. Mail.
 - a. As to the Employee:
 - b. As to the Employer:
- 24. **Entire Agreement Amendments.** This Agreement contains the entire Agreement and understanding of the parties hereto relating to the subject matter hereof; and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the employment of the Employee with the Employer. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.
- 25. **Waiver.** The waiver of the breach of any term or provision of this Agreement shall not operate as or be construed to be a waiver of any other subsequent breach of this Agreement.
- 26. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of the laws or any jurisdiction.
- 27. **Negotiated Agreement.** The terms of this Agreement have been freely negotiated between the parties. Both parties have had the opportunity to consult with legal

counsel prior to the execution of this Agreement. The fact that only one party or her attorney proposed or drafted this Agreement or any term hereof shall not constitute a basis for the construction of the Agreement or any provision hereof against the party who proposed or drafted the Agreement or the provision in question.

28. **Invalidity.** If any provision of this Agreement shall be determined to be avoid, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provision hereof shall not be affected. If any particular provision of this Agreement shall be adjudicated as invalid or unenforceable, this Agreement shall be deemed amended to delete the invalid or unenforceable portion.

29. **Section Heading.** The section heading in this Agreement is for convenience only. They form no part of this Agreement and shall not affect its interpretation.

30. **Counterparts.** This Agreement may be executed in one or more counterpart, which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. All parties Agreement participated in the negotiation and drafting of this Agreement and the parties agree that the Agreement shall not be construed against any particular party.

IN WITNESS THEREOF, this Agreement has been signed and executed in triplicate by the Chairperson of the Board of Commissioners on behalf of the Housing Authority of the City of Linden and by Dr. Marlena Berghammer on the day and year first written below.

LINDEN HOUSING AUTHORITY



Date: 3/17/25

DR. MARLENA BERGHAMMER



Date: 3/17/25