

Sample Contract Executive Director

BETWEEN (Employee name) AND THE BOARD OF (housing organization)

This contract will confirm our offer of employment and acceptance on the following terms.

SECTION ONE: DUTIES

The Board of (housing organization) appoints you as the Executive Director of (housing organization). Under this title you will:

- 1.1 Undertake and have full power and authority for the management of (housing organization). This involves planning, organizing, directing and controlling on both a day-to-day as well as long term basis
- 1.2 Be responsible for and have full power and authority over all of the staffing functions that exist in managing the organization. This power and authority will be defined by the personnel policies of the (housing organization). This includes: the hiring, supervising, disciplining, monitoring through performance appraisal and discharging of all organization staff.
- 1.3 Serve as Chief Executive Officer for the organization. This includes: the reporting relationships to the Board of Directors, the acceptance of accountability for the programs and activities of the (housing organization).
- 1.4 In conjunction with the Chair of the Board of Directors, enable the Board of Directors to fulfill its responsibility as a governance function as well as facilitate the communication and interaction between the Executive Director, management and the Board of Directors.
- 1.5 Give direction to the formulation and leadership of the housing staff in order to achieve the philosophy, goals and objectives of the (housing organization).
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- 1.7 Fulfill the responsibilities and accountabilities outlined in more specific detail in the Executive Director's job description.
- 1.8 In accordance with provincial regulations and Board of Director's policies, undertake the financial requirements on both a maintenance as well as a planning level.

SECTION TWO: TERMS OF EMPLOYMENT

- 2.1 The appointment of _____ as Executive Director shall

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commence on

_____20_____ and shall continue for a three-year term up to and including 20___. Within the three-year term, the contract may be terminated in accordance with the provisions of this agreement. After this term a letter of understanding may be affixed to the contract as approved by both parties to continue the employment for and the duration of the Executive Director's tenure.

There will be a term of Probation which will be for a 6-month period commencing from the date of the document unless this contract is being established with an existing Executive Director, both parties may, at any time, mutually agree to terminate the contract.

SECTION THREE: COMPENSATION AND BENEFITS

- 3.1** As of the date of this contract, the Executive Director shall be paid at the rate of \$_____ dollars for the first year of employment. The rate shall be reviewed on each anniversary of the commencement of employment. This salary review will be undertaken by assessing the Director's achievements of the overall objectives established by the Board of Directors and by following the increase suggested by the attached salary schedule. In the event of circumstances which preclude the salary scale being followed, an increase that is mutually acceptable to both parties will be negotiated.
- 3.2** (housing organization) will contribute up to _____ dollars per year to an RRSP or designated pension plan for the Executive Director. Should the contract be terminated before the three-year period the Executive Director will forfeit that year's contribution.
- 3.3** Other benefits and timeline for receiving them
- 3.4** Where applicable, a parking space with plug-in may be provided at the expense of the Board to an agreed upon maximum of \$ _____.
- 3.5** The Executive Director will be paid a mileage rate of cents per kilometer or not to exceed the maximum allowed by the (housing organization). This mileage rate will apply to business miles only. That is those miles that originate from the organization or the first stop of a business nature to the organization. The Executive Director shall provide a monthly log of business miles to the Board of Directors.
- 3.6** The Executive Director will receive other benefits as described in the edition of (housing organization) personnel policies. Where there may be differences between benefits in the personnel policy and benefits in this contract, those addressed in this contract will be followed.

SECTION FOUR: SERVICE TO THE ORGANIZATION

- 4.1** The Executive Director will be provided with 1-1/2 times the regular rate of pay or bank time at 1-1/2 times for services and work rendered in an overtime situation. The Executive Director will be required to provide documentation of overtime accumulated on a monthly basis to the Board of Directors. This documentation will identify the date, time worked and a brief rationale for time worked. In accordance with Manitoba Employment Standards,

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overtime refers to all hours worked beyond 40 hours in any week and 8 hours in any day.

- 4.2 Upon completion of the first year of the contract, the Executive Director may request an alteration to the established work hours. This flex time request must be made in writing to the Board three months prior to the start. The Executive Director must provide written documentation or rationale for the change with particular emphasis on how this impacts the operation of the organization. Upon approval of this request, the Board will monitor the arrangement should documentation demonstrate a negative impact on the organization's operation.

SECTION FIVE: VACATION

- 5.1 The Executive Director shall be entitled to the vacation schedule found in the personnel policies. The vacation shall be taken at the time or times the Board of Directors may determine. With respect to unused vacation time, it may be carried into the next calendar year only. The Executive Director will monitor and record vacation time used/unused and forward this information when requested.

SECTION SIX: DISABILITY

- 6.1 If the Executive Director shall at any time by reason of illness or mental or physical disability be incapacitated from performing his/her duties, he/she shall, at the request of the Board of Directors, furnish satisfactory evidence of the incapacity, he/she shall immediately be placed on disability according to the provisions in the group insurance package. If this incapacity shall last for more than six months within a consecutive 12-month period, then the Board of Directors reserves the right to terminate employment at that time. The termination procedure will be in accordance with legislation pertaining to disability

SECTION SEVEN: TERMINATION OF EMPLOYMENT

This agreement may be terminated in the following manner:

- 7.1 By the Executive Director, at any time during the 6-month probationary period, with 2 weeks written notice to the Board of Directors. The Board may waive notice, in whole or in part.
- 7.2 By the Executive Director after the 6-month probationary period, for any reason, on the giving of not less than two month's written notice to the Board of Directors. The Board may waive notice, in whole or in part.
- 7.3 By the Board of Directors, without any notice or pay in lieu thereof, for causes as listed below.
 - 7.3.1. Any breach for cause of the provisions of this agreement;
 - 7.3.2. Conviction of the Executive Director of a criminal offense punishable by indictment, (where the cause is not prohibited by law);
 - 7.3.3. Any mental or physical disability or illness that exceeds the requirements under the "Disability" section of this agreement;

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7.3.4. Job abandonment;

7.3.5 Contravention of personnel policies.

- 7.4** By the Board for any behaviors which have been dealt with according to the procedures in the "grievance" section of personnel policies but have not been corrected by that process. The Executive Director will be given advance notice or be paid the equivalent termination pay in lieu thereof at the rate of 1 month for every two years of service.
- 7.5** By the Executive Director in case where there is demonstrated incompatibility or where there is a desire on the part of the Director to leave the position. (The notice should be based on one month for every year of service at the organization.)
- 7.6** On termination of employment it is understood that the Executive Director shall immediately resign all offices held in the organization and shall not be entitled to severance pay or compensation for loss of office except where indicated by court of law.

SECTION EIGHT: EMPLOYER'S PROPERTY

- 8.1** The Executive Director acknowledges that all items of any nature or kind created by the Executive Director or used by the Executive Director during his/her employment at (housing organization), or furnished by the organization to the Executive Director and all keys, equipment, credit cards, books, records, reports, files, manuals, literature, confidential information or other materials shall be considered the exclusive property of (housing organization) and shall be surrendered to the Chair of the Board in good condition, promptly on the effective termination date of the Executive Director's employment.

SECTION NINE: ASSIGNMENT OF RIGHTS

- 9.1** This agreement is entered into by (housing organization) and (name of Executive Director) and will remain in effect between each Board of Directors that is at any time elected into office at (housing organization) for the assigned duration of the contract.

SECTION TEN: SEVERABILITY

- 10.1** In the event that any part of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall remain in full force and effect.

SECTION ELEVEN: MODIFICATION OF AGREEMENT

- 11.1** Any modification to this agreement must be in writing and be signed by both parties with an effective date.

SIGNATORIES

SIGNATURE OF EMPLOYEE

SIGNOR ON BEHALF OF THE BOARD

WITNESS

WITNESS

DATE OF SIGNING

DATE OF SIGNING