**CONTRACT OF EMPLOYMENT**

**EXECUTIVE DIRECTOR**

**\_\_\_HOUSING AUTHORITY**

This AGREEMENT, whose effective date shall be the date approved in writing by the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) as provided below (the “Effective Date”), is by and between  (Executive Director), an individual, and the Housing Authority (“Authority”), a housing authority organized pursuant to Chapter 121B of the General Laws.

1. Basic Terms
   1. Term:  () year(s) and  () months from the Effective Date ending on , which is the last day of the Authority’s fiscal year (see § B.2).
   2. Public Housing/Rental Assistance Programs operated: (check one)

state only  federal only  state and federal

* 1. Other program activities, if any:
  2. Full/Part Time: This is a (check one) full time part time contract.
  3. Required Hours:  hours/week
  4. Salary: $.***00*** per annum, of which $***.00*** is funded through a management services or other contract subject to termination, and the salary shall be reduced by the amount of the portion so funded upon termination of that contract.
  5. Percentage of Authority’s state-aided public housing units and units that are leased with state-aided rental vouchers (MRVP and/or AHVP): ***%***
  6. Approved State Share of Salary: $ (Percentage of state-aided public housing units and units that are leased with state-aided rental vouchers (MRVP and/or AHVP) multiplied by the Salary.)
  7. Other Taxable Compensation, if any (include non-monetary compensation such as laptops, cell phones, etc. as well as non-salary monetary compensation such as a bonus): ***\_\_***

* 1. Benefits:

In accordance with Authority personnel policy previously approved by EOHLC

In accordance with attached Authority Personnel Policy.

As follows (if not in accordance with Authority Personnel Policy):

hours of vacation leave for each year of continuous employment (see § B.7)

hours of sick leave for each year of continuous employment (see § B.7)

See Rider 1 for any additional provisions regarding benefits other than as stated in Authority Personnel Policy or the standard provisions in Part B below.

* 1. Notices shall be addressed:

|  |  |
| --- | --- |
| To Executive Director:  [name]  [address]  [e-mail address] | To Authority:  [name]  [address]  [e-mail address] |

B. Standard Provisions: The following standard provisions shall apply to this Agreement except to the extent modified by Rider 1 (Special Contract Provisions):

1. Office. Authority hereby agrees to employ Executive Director, and Executive Director hereby accepts such employment and agrees to serve Authority as the Executive Director of the Authority during the Term of this Agreement (as defined in Section 2).
2. Term and Effective Date. The employment of Executive Director pursuant to the terms of this Agreement shall commence and be made effective as of the Effective Date and shall continue for the time period and until the end date specified in the Basic Terms unless sooner terminated in accordance with Section 9 of this Agreement (“Termination of Agreement”). The Executive Director acknowledges that if he continues work after the Term has expired, he/she shall be deemed an employee at will of the Authority unless and until this Agreement is extended or replaced with a new employment agreement.
3. Duties. Throughout the Term of this Agreement, and for any period after the Term during which the Authority may agree to employ the Executive Director as an at-will employee, Executive Director shall diligently, faithfully and competently perform the duties and responsibilities of Executive Director, reporting to the Authority’s members (“Board”), pursuant to and in accordance with the terms of this Agreement. Executive Director shall perform such specific duties as are commensurate with such position (including but not limited to those set forth in the job description for the Authority Executive Director position, attached as Exhibit A, as amended from time to time) and as may be assigned to Executive Director from time to time by the Board during the Term of this Agreement. In performing these duties the Executive Director shall comply with all applicable federal, state and local laws, EOHLC regulations and guidelines, and directives and policies of the Board.
4. Nature of Commitment. Executive Director understands that the duties and responsibilities of Executive Director are a significant commitment (full-time or part-time, as specified in the Basic Terms), and acknowledges that he/she is expected to work the required number of hours per week specified in the Basic Terms, which shall be performed at the office of the Authority during its established business hours (unless the job duty or business function requires the Executive Director to travel to a location other than the LHA’s main office.) Executive Director agrees that he/she shall not engage in any business or other activity which would interfere with or conflict with his/her duties as Executive Director, in accordance with the Massachusetts Conflict of Interest law. This paragraph shall not prevent Executive Director from undertaking speaking engagements or other professional activities, provided that such activities do not interfere with or conflict with his/her duties as Executive Director. Executive Director shall obtain, in advance, the approval of the Board before engaging in such activities.
5. Compensation. During the Term of this Agreement, Executive Director shall receive a gross salary (the “Salary”) at the rate specified in the Basic Terms, payable in accordance with Authority’s regular practices for payment of its employees, as in effect from time to time. The Approved State Share of the Salary set out in the Basic Terms above is the maximum allowable salary that may be paid from state funds under the current EOHLC Executive Director Salary Schedule, Budget Guidelines and related administrative guidance issued by EOHLC. All taxes and other deductions required by law, or authorized by Executive Director, shall be deducted from the Salary. Executive Director’s Salary shall be subject to increase as determined by the Board, in accordance with the Budget Guidelines and/or the current EOHLC Executive Director Salary Schedule, subject to review and approval by EOHLC.
6. Other Compensation. In addition to the Salary set out above, during the term of this Agreement the Executive Director shall receive the Other Taxable Compensation described in the Basic Terms.

1. Benefits.   
   1. EOHLC-Approved Personnel Policies: Subject to the Basic Terms above, during the Term of this Agreement, Executive Director shall be eligible to participate in all fringe benefit plans as described in any Authority Personnel Policy that has been approved by EOHLC, as in effect from time to time during the Term. Any such participation shall be subject to the terms and conditions of the applicable plan documents, generally applicable Authority policies, and the discretion of the Board, all as provided for in or contemplated by such plans.
   2. Benefits Not in Conformance with Personnel Policy: Where the Authority has specified in the Basic Terms that benefits are being provided other than in accordance with the Authority’s Personnel Policy, this Agreement shall govern. In such cases, the Executive Director shall be entitled to the benefits specified in the Basic Terms and in Rider 1 instead of, or in addition to, those that are set out in the Personnel Policy, subject to the following conditions:
      1. Vacation Leave: Vacation leave for each year of continuous employment shall be prorated and accrued monthly. The Executive Director will not be permitted to take any leave earned in accordance with the aforementioned allowance until he/she shall have initially completed six consecutive months of work. The Executive Director shall not carry over from year to year more than two years’ accrued vacation leave and, in the event of separation or termination of employment for any cause, any unused leave shall be compensated to the Executive Director at his/her Salary at that time.
      2. Sick Leave: Sick leave for each year of continuous employment shall be prorated and accrued monthly. All accrued and unused sick leave will be carried over from year to year. In the event of separation or termination of employment for cause other than retirement or death there shall be no compensation of sick leave accrual. Upon retirement pursuant to G.L. c. 32 or death, compensation shall not exceed 20% of accrued sick leave.
   3. Benefits in Conformance with Personnel Policy; Modification of Personnel Policies: Authority may alter, modify, add to or delete its employee benefit plans at any time as it, in its sole discretion, subject to EOHLC approval in accordance with EOHLC regulations or guidance, determines to be appropriate, without recourse by Executive Director. Executive Director shall receive full credit for his/her employment with Authority prior to the Effective Date of this Agreement for purposes of determining his/her eligibility for Authority benefit plans. In no event shall Executive Director be entitled to any benefits beyond those described in the Authority’s Personnel Policy, unless the Authority has otherwise specified in the Basic Terms or in Rider 1.
2. Reimbursement of Expenses. Authority shall reimburse Executive Director for all reasonable expenses incurred by Executive Director in the normal performance of his/her duties and responsibilities. Any such reimbursement is subject to compliance with applicable Authority policies and policies and procedures, and federal and state laws and regulations, including EOHLC Budget Guidelines in effect.
3. Termination of Agreement.   
   1. Compensation and Benefits. In the event this Agreement is terminated for any reason, all compensation and benefits provided to Executive Director by Authority pursuant to this Agreement or otherwise shall cease as of the effective date of termination (the “Termination Date”), except as follows:  
      1. Salary. Executive Director shall receive payment for any Salary earned but unpaid through the Termination Date.
      2. Vacation. Executive Director shall be paid for any vacation time that, as of the Termination Date, was accrued but not used.
      3. Sick Time. If the Authority’s Personnel Policy contains a provision for sick leave that can be accumulated and carried over from year to year, then upon death or retirement pursuant to G.L. c. 32, the Executive Director shall be paid up to 20% of sick time that, as of the Termination Date, was accrued but was not used, but in any event no more than would be permitted under the Authority’s Personnel Policy; in all other circumstances, the Executive Director shall not be compensated for accrued but unused sick time.
   2. Termination. This Agreement shall be terminated earlier than the date set forth in the Basic Terms under the following circumstances:
      1. Termination by Authority For Cause. Authority may and, under certain circumstances as described below, shall terminate this Agreement at any time for Cause which shall be defined as any lawful reason in good faith relied upon by the Board, including, but not limited to any of the following:
         * 1. Executive Director breaches any material duty or obligation under this Agreement;
           2. Executive Director refuses or is unwilling or fails to perform any of the duties set forth in this Agreement or the applicable job description after a written instruction from the Board to do so;
           3. Executive Director is convicted of any felony or misdemeanor, including without limitation fraud, embezzlement, theft, or any other crime against the Authority, a tenant, or the Commonwealth of Massachusetts; including, but not limited to, the offer, payment solicitation or acceptance of any unlawful bribe or kickback with respect to Authority’s business;
           4. Executive Director engages in intentional or grossly negligent conduct which adversely or materially affects Authority, including but not limited to its reputation;
           5. Executive Director has engaged in conduct, or caused the Authority to engage in conduct, which violates any Federal or state statute, regulation, or administrative guidance, including without limitation a violation of the Massachusetts Conflicts of Interest law (G.L. c. 268A) or regulations of the Federal government or the Commonwealth of Massachusetts governing local housing authorities;
           6. Authority has reasonable basis to determine that Executive Director has committed any other criminal act or act of moral turpitude; or
           7. Executive Director is repeatedly absent from work (excluding vacations, illnesses, disability leaves, or other leaves of absence approved by the Board).

In the event that Cause is based on the conviction of the Executive Director of any felony or misdemeanor pursuant to Section 9(b)(i)(c) above, this Agreement shall automatically terminate as of the date of such conviction, without the requirement of any action by the Authority.

In all other circumstances, prior to termination, the Board shall adopt a resolution by affirmative vote at a meeting of the Board called for such purpose (after reasonable notice to Executive Director and an opportunity for Executive Director to be heard before the Board at or prior to the meeting called for such purpose), finding by vote of the majority of the members present, that in the good faith opinion of the Board, Executive Director’s conduct constitutes “Cause” and specifying the particulars thereof. *Provided,* that nothing contained herein shall prevent the Board from immediately suspending Executive Director without pay prior to formal Notice of Termination or pending an opportunity to be heard, if the Board believes that the Executive Director’s conduct warrants immediate action for the good of the Authority.

The Board shall terminate this Agreement if it finds “Cause” under one or more of subsections 9(b)(i)(d), (e) or (f) above. In all other cases, the Board shall have discretion to terminate this Agreement or take other action based on a determination, in its sole discretion, as to the severity of the conduct constituting “Cause.”

Any disputes regarding termination or other disciplinary action by the Board shall be subject to the dispute resolution procedures set forth in Section 12 below.

* + 1. Termination by Executive Director. Executive Director may terminate this Agreement at any time by providing ninety (90) days advance written notice to Authority, provided that Authority may, in its sole discretion, waive all or part of the notice period and accelerate the Termination Date without compensation to the Executive Director.
    2. Death. In the event of the death of Executive Director during the Term, this Agreement shall automatically terminate as of the date of his/her death.
    3. Inability to Perform Essential Functions. Subject to the requirements of the Family and Medical Leave Act, the Americans With Disabilities Act, and any other provision of applicable law, Authority may terminate this Agreement if it determines that the Executive Director is unable to mentally or physically perform the essential functions of his/her job as Executive Director, with or without reasonable accommodation, for an extended period of time (not less than ninety (90) days in any given twelve (12) month period.) The Board of the Authority shall make such determination in its sole discretion, provided that in making the decision as to whether the Executive Director can perform the essential functions of the job, and whether or not an accommodation is reasonable, it shall review all available and relevant information, including medical information.
    4. Termination by EOHLC. This Agreement may be terminated at any time by the EOHLC in its sole discretion in accordance with G.L. c. 121B, §26B(d) if EOHLC finds clear and convincing evidence of a demonstrable threat to tenant safety attributable to the conduct of the Executive Director or financial misconduct or criminal activity by the Executive Director.
  1. Notice of Termination. Any termination of this Agreement shall be communicated by written Notice of Termination. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon as well as the Termination Date.
  2. Open Meeting Law. All action by the Board related to this Section 9 shall be in compliance with the Open Meeting and Public Records law of the Commonwealth of Massachusetts.

1. Notices. Any notices required or permitted under this Agreement shall be sent by both electronic mail and one of (a) certified mail, return receipt requested, postage prepaid, or (b) reputable overnight delivery service, or (c) delivery in person, to the address stated in the Basic Terms of this Agreement. Notice shall be deemed effective upon delivery in person, or one business day after being deposited with an overnight courier service, or three (3) business days after being deposited with the United States Post Office, certified mail, return receipt requested. It shall be the obligation of each party to this Agreement to provide notice to the other party in writing of any changes to the above notice addresses.
2. Modification and Termination. This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior understandings and agreements. This Agreement may not be amended, supplemented, revised or otherwise modified except by a writing signed by the parties hereto and approved by EOHLC.
3. Dispute Resolution. Any dispute as to the interpretation or application of this Agreement shall be resolved in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, or EOHLC approved equivalent, which shall be the sole and exclusive remedy available. The parties agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
4. Assignment. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
5. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any of the provisions of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.
6. Governing Law. This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, excluding its choice of law rules, and the state or federal courts of Massachusetts shall be the forum for any lawsuit arising from or incident to this Agreement.
7. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
8. Post-Term Activities. In the event that the Executive Director continues to serve in that capacity after the Term of this Agreement, he or she shall be an employee at-will, and the termination for cause provisions of this Agreement shall not apply. In no event shall any of the other terms and conditions of employment (including without limitation the salary, benefits, job description, scope of services, duties and nature of commitment) be modified from what is contained in this Agreement without being incorporated into an amendment to this Agreement or a new employment contract and approved in writing by EOHLC.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart. No counterpart shall be effective until each party has executed at least one counterpart. For the convenience of the parties, facsimile and pdf signatures shall be accepted as originals.

[Signatures on Next Page]

[Signature page to Contract of Employment for Executive Director]

IN WITNESS WHEREOF, Authority, acting by and through its duly authorized chairman and treasurer and hereto affixing its seal, and Executive Director, have duly executed this Agreement as a binding contract between the parties, subject to EOHLC approval as set out below.

***This Agreement is subject to the prior review and approval of the Massachusetts Executive Office of Housing and Livable Communities (EOHLC). Unless and until this Agreement is approved by EOHLC in writing as evidenced by the Certification of Review and Approval, this Agreement is without force and effect and may be deemed to be null and void by EOHLC, in its sole discretion. The Executive Director understands that, if he/she commences work before this Agreement is approved by EOHLC he/she shall be deemed an employee at will of the Authority unless and until such approval.***

Click or tap here to enter text. **Housing Authority**

Seal

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its Chairman

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its Treasurer

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Executive Director**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

EXHIBIT A

Job Description

\_ Housing Authority (“Authority”) Executive Director

The Executive Director is responsible for the professional leadership and management of Authority and shall perform the following duties and exercise the following powers, rights and authority:

1. General. The Executive Director shall have the general supervision over the administration of the Authority’s business and affairs, subject to the direction of the Board, and in compliance with the rules and requirements of the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) and, as applicable, the United States Department of Housing and Urban Development (HUD). The Executive Director shall be the Authority’s chief administrative and financial officer and shall have the day-to-day responsibility of managing the Authority, implementing the policy directives of the members of the Authority (Board), and assuming overall leadership role in guiding programmatic, fiscal, personnel, and public relations activities.
2. Hours of Work. Full time Executive Directors shall work during normal business hours (Monday – Friday 8 a.m. to 6 p.m.) and Part time Executive Directors must work 75% of the hours that they work during normal business hours. Time spent at night or weekend meetings which are directly related to Authority business, may be substituted for weekday hours at the discretion of the Board. Daily time sheets and attendance records must be maintained at the LHA office for review and approval by the Board and review by EOHLC, the State Auditor, and/or HUD.
3. Programs. The Executive Director oversees the delivery and quality of programs and services including but not limited to:
4. Housing Units Owned by the Authority:
5. Management, maintenance and redevelopment of, and capital improvements to, any and all housing developments of the Authority;
6. Purchase of equipment, materials and labor as required to satisfactorily meet the standards of good and proper maintenance;
7. Wait list outreach, marketing and maintenance;
8. Selection of tenants, the drawing and signing of leases, the collection of rents and the use of legal actions as required by state and/or federal regulations and guidelines as applicable depending on whether the housing units are state-aided or federally-aided; preparation of the Authority’s Management Plan detailing Authority’s policies, guidelines, rules and regulations pertaining to day-to day operations;
9. Compliance with applicable fair housing and civil rights requirements; and
10. Operation of any and all developments in a manner providing for a high degree of livability and appearance at the lowest possible cost consistent with satisfactory administration and maintenance.
11. Rental Assistance. If the Authority operates state or federal rental assistance program(s):
    1. Wait list outreach, marketing and maintenance;
    2. Outreach to and contracting with landlords including inspection operations;

3) Selection of tenants the drawing and signing of leases, the payment of rental assistance and the use of legal actions as required by state and/or federal regulations and guidelines as applicable depending on whether the housing units are state-aided or federally-aided, and;

4) Compliance with applicable fair housing and civil rights requirements.

1. Fiscal Management. The Executive Director is responsible for the care and custody of all funds of the Authority and for the prudent management of the resources of the Authority. The Executive Director oversees all bookkeeping, accounting and financial activities including but not limited to:
   1. Deposit all funds of the Authority in the name of the Authority in such bank or banks as the Board shall select;
   2. Maintenance of accurate books of account showing receipts and expenditures;
   3. Preparation of an annual budget within budget guidelines for review and approval by the Board and EOHLC as well as operating statements and financial reports and submissions;
   4. Maintenance of an accurate inventory of agency property and protect all such property;
   5. Procurement and purchase activities in accordance with procedures approved by the Board and in accordance with all applicable state, federal and local laws, and;.
   6. Make notification to EOHLC of any potential legal claims or lawsuits brought against the Authority for any incidents occurring on state-aided property.
2. Personnel. Executive Director is authorized to transact all personnel actions subject to the Personnel Policy, and to report such actions as necessary to the Board. The Executive Director is responsible for:
3. Recruitment, hiring, staffing and supervision of department heads and any personnel not under the supervision of department heads;
4. Ensuring that performance evaluations of all staff are completed;
5. Determining the need for travel and training of all employees, and approval or denial of staff travel and training requests, consistent with the Authority’s annual budget;
6. Promotion, demotion and disciplinary actions; and
7. Review and update of the Personnel Policy and all job descriptions, as needed, and;
8. Compliance with all state and federal employment laws.
9. Board Administration and Support. The Executive Director supports operations and administration of the Board by advising and informing Board members, interfacing between Board and staff, and cooperating with the Board’s process for the evaluation of the Executive Director’s performance. Such responsibilities include but are not limited to:
   1. Reporting at each regular meeting or more often as requested by the Board an account of his/her transactions and the financial condition of the Authority;
   2. Preparation of regular reports for the Board on the status of projects and programs;
   3. Reports on the results of present policy and recommendations for changes in policies to the Board;
   4. Recording of the minutes and the records of the Authority’s meetings in a satisfactory and legal form as the ex-officio secretary of the Board pursuant to G.L. c. 121B, §7, and;
   5. Development of an Annual Plan as required by G.L. c. 121B, §28A and submission of the Plan to EOHLC in accordance with its guidelines.
10. Other Duties and Responsibilities, As Assigned. The Executive Director shall perform such duties as are commensurate with the position of executive director, including without limitation, such duties as may be assigned to the executive director from time to time by the Board during the Term of the agreement. In performing his or her duties the Executive Director shall comply with all applicable federal, state and local laws, EOHLC regulations and guidelines, and directives and policies of the Board.

RIDER 1

SPECIAL CONTRACT PROVISIONS

*[Housing Authorities should insert here any special provisions that add to or modify the standard contract provisions]*

**\_**\_

**CERTIFICATION OF REVIEW AND APPROVAL**

**The Massachusetts Executive Office of Housing and Livable Communities (EOHLC), hereby certifies that upon review of the terms and conditions of the foregoing Contract of Employment, between \_\_**  **and the \_\_**  **Housing Authority, the Contract:**

**\_**  **meets all the requirements set out in EOHLC’s Guidelines for Executive Director Contracts and is hereby approved.**

**\_**  **substantially meets the requirements set out in EOHLC’s Guidelines for Executive Director Contracts and is hereby approved except for the following provisions:** Click or tap here to enter text.

**\_\_** **fails to meet the requirements set out in EOHLC’s Guidelines for Executive Director Contracts, is not approved, and is being returned unsigned.**

**Executive Office of Housing and Livable Communities**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_

Date: \_