**MEMORANDUM OF AGREEMENT**

**FOR**

**AT-WILL EMPLOYMENT OF**

**EXECUTIVE DIRECTOR**

This **AGREEMENT,** executed in compliance with the guidelines adopted pursuant to M.G.L. c.121B, §7A, whose effective date shall be the date approved in writing by the Massachusetts Department of Housing and Community Development (“DHCD”) 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 M.G.L. c. 121B.

* 1. **At-will employment**: This Memorandum sets out the terms of an “At-Will” employment agreement.  Nothing in the Authority’s policies, actions, or this document shall be construed to alter the “At Will” nature of the Executive Director’s status with the Authority, and the Executive Director understands that the Authority may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.
  2. **Salary:** $\_\_\_\_\_\_\_\_.00 per year for the Authority’s fiscal year ending \_\_\_\_\_\_\_\_\_, and the annual salary shall be prorated for pay periods before the start of the fiscal year. This salary shall be subject to increase as determined by the Authority, in accordance with the budget guidelines and/or the current DHCD executive director salary schedule, subject to review and approval by DHCD. If any portion of this salary is funded through a management services or other contract subject to termination, then the salary shall be reduced by the amount of the portion so funded upon termination of that contract.
  3. **Other Taxable Compensation,** if any (include non-monetary compensation such as laptops, cell phones, etc. as well as non-salary monetary compensation such as bonus): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  4. **Benefits:**
* In accordance with Authority personnel policy previously approved by DHCD
* 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, provided that no more than \_\_\_\_\_ hours of earned but unused vacation leave may be carried over from one calendar year to the next.

\_\_\_\_\_ hours of sick leave for each year of continuous employment, provided that payment for earned but unused sick leave may only be made upon death or upon retirement pursuant to M.G.L. c. 32, and is limited to 20% of accrued leave.

* 1. **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 DHCD budget guidelines in effect.
  2. **Duties of Executive Director.** Throughout his/her employment by the Authority, Executive Director shall diligently, faithfully and competently perform the duties and responsibilities of Executive Director, 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, DHCD regulations and guidelines, and directives and policies of the Board.
  3. **Modification.** 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 DHCD.

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

***This Agreement is subject to the prior review and approval of the Massachusetts Department of Housing and Community Development (“DHCD.”) Unless and until this Agreement is approved by DHCD 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 DHCD, in its sole discretion.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Housing Authority**

Seal

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

Its Chairman

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Its Treasurer

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Department of Housing and Community Development (DHCD) 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 DHCD, 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 DHCD 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 DHCD 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 DHCD 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, DHCD regulations and guidelines, and directives and policies of the Board.

**CERTIFICATION OF REVIEW AND APPROVAL**

The Massachusetts Department of Housing and Community Development (“DHCD”), hereby certifies that upon review of the terms and conditions of the foregoing Memorandum of Agreement, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Housing Authority, the Memorandum of Agreement:

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

\_\_\_\_\_ substantially meets the requirements set out in DHCD’s Guidelines for Executive Director Contracts and is hereby approved except for the following provisions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_­­\_\_ fails to meet the requirements set out in DHCD’s Guidelines for Executive Director Contracts and is not approved, as the result of which this Memorandum of Agreement is being returned to the Authority unsigned.

**Department of Housing and Community Development**

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

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_