# Sample Manager Employment Contract

This employment contract made and entered into this	day of, 20, by and
between,	hereinafter referred
to as the Association, and	hereinafter referred to as
Manager. The Association is represented by the Board of	f Directors of the Association hereinafter
referred to as the <b>Board</b> .	

Whereas **Association** desires to provide **Manager** with a written employment contract to enhance administrative stability and continuity within the **Association** and whereas **Association** and **Manager** believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the association.

Now, therefore, Association and Manager, for the consideration herein specified, agree as follows.

## 1. Terms

Association, in consideration of the promises herein contained of Manager, hereby employs, and Manager hereby accepts employment as Manager of for a term commencing \_\_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_\_, 20\_\_\_\_.

Association may by specific action and with the consent of Manager extend the termination date of the existing contract to the full extent permitted by state law.

## 2. Professional Certification And Responsibilities.

- A. Certification. Manager shall hold a valid license. (where applicable)
- **B.** Duties

**Manager** shall have charge of the administration of the **Association's** property under the direction of the **Board**. He/she shall have knowledge of personnel procedures, ie the hiring, training supervising of employees, etc. He/she shall have the ability to give direction, the ability to relate to and motivate people, the ability to define job tasks, the ability to determine performance standards, the ability to hire, train, discipline and terminate employees as necessary, and a knowledge of general business management techniques and generally accepted business practices.

Manager shall oversee the record keeping procedures.

**Manager** shall have a knowledge of government/legally required insurance coverage; basic insurance concepts and terms; requirements in the condominium documents regarding insurance; association insurance policies and the terms thereof; understanding of adequate insurance coverage.

**Manager** shall have good listening skills; and ability to recognize when professional services are needed by the **Association**; and ability to analyze problems; a knowledge of potential liability resulting from his/her actions; the ability to develop and implement disaster preparedness procedures and emergency plans.

**Manager** shall be able to understand financial reports and have a familiarity with laws regarding transition, implied warranties and related issues.

**Manager** shall have basic accounting skills; budget planning and analysis skills; knowledge of financial reports; knowledge of related federal and state laws; long term and short-term financial planning skills.

**Manager** shall be able to establish fee/assessment collection procedures and have knowledge of related legal requirements as well as an ability to keep accurate accounting records and an ability to work with **Association's** accountants.

**Manager** shall have the ability to determine maintenance and service specifications; analyze and negotiate bids; supervise specification compliance; plan and schedule deferred and/or remedial current maintenance; handle emergency repairs; implement a preventive maintenance program.

**Manager** shall have knowledge of landscape maintenance and control and shall coordinate and schedule landscape maintenance.

**Manager** shall have the ability to plan, schedule and supervise exterior maintenance plus a knowledge of health and safety standards and knowledge of contractor's obligations.

**Manager** shall have a knowledge of janitorial/housekeeping tasks, the ability to diagnose interior maintenance problems and determine liabilities, and a knowledge of fire and safety regulations and compliance procedures.

**Manager** shall have an ability to maintain liaison with local public safety agencies and recommend and implement improvement to the security of property.

**Manager** shall have a knowledge of relevant codes, laws and ordinances; acquire and maintain knowledge of current state condominium laws, fire and health codes, workman compensation laws, tax requirements and local ordinances, and shall have knowledge of directors and officers (D&O) liability, as well as the ability to work with the **Association's** legal counsel.

**Manager** shall have knowledge of statutory requirements and **Association** board policies regarding liens and foreclosures, and ability to carry out lien and foreclosure policies uniformly; a knowledge of notice requirements and a knowledge of how to protect **Association** assets in case a lien or foreclosure becomes necessary.

**Manager** shall have an ability to deal with complaints objectively and consistently; a knowledge of rule enforcement methods; and ability to communicate rules; and an ability to provide documentation of due process.

**Manager** shall, in general, perform all duties incident to the office of **Manager** and such other duties as may be prescribed by the **Board** from time to time. The **Board**, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the **Manager** for study and recommendation. **Manager** shall provide administrative recommendations to the **Board** or any committee that should request such recommendations.

No actions of the **Manager** shall diminish the vested power or authority of the **Board** of Directors. Also, all duties assigned to the **Manager** by the **Board** should be appropriate to and consistent with the professional role and responsibility of the **Manager**.

## 3. Professional Conduct

**Manager** shall notify the **Board** of any favors, gifts or any other compensation offered or solicited by any person or business doing business or wanting to do business with the **Association**.

## 4. Professional Growth of Manager

**Association** encourages the professional growth of the **Manager** through his/her participation, as he/she might decide in light of his/her responsibilities as **Manager**, in;

- A. Seminars and courses offered by public or private educational institutions.
- B. Programs and activities conducted or sponsored by local, state and national managers organizations or associations
- C. Informational meetings with other persons whose particular skills and backgrounds would serve to improve the capacity of the **Manager** to perform his/her professional responsibilities for the **Association**.
- D. Visits to other associations.

In its encouragement, **Association** shall permit a reasonable amount of release time for **Manager** as he/she deems appropriate to attend to such matters and will pay the necessary fees for continuing education necessary to keep **Manager's** license valid or professional edification.

## 5. Compensation

Association and Manager may mutually agree to adjust the salary of the Manager during the term of this contract, but in no event shall he/she be paid less than the salary he/she is presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that Association and Manager have entered into a new contract nor that the termination date of the existing contract has been extended.

## 6. Vacation And Other Benefits.

- A. **Manager** shall be entitled to all the benefits applicable to 12 month administrative employees as are incident to their employment relationship with the **Association**; including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax sheltered annuities and other administrative employee benefits. He/she shall also be entitled to such other benefits as agreed to in this contract.
- B. **Association** shall maintain a disability policy naming the **Manager** that will provide an income to the **Manager** equal to at least \_\_\_\_\_\_ percent of the contractual salary when sick or disabled.
- C. **Association** shall pay the **Manager's** charges to the proper licensing authority of the state in which he/she is employed and other professional groups in which the **Manager** feels it is necessary to maintain and approve his/her professional skills, as permitted by state law and as approved by the **Board**.
- D. Association shall pay dues, membership fees and related expenses for membership in professional and civic associations as approved by the **Board**.
- E. If permitted by state law, the **Manager** shall be credited with unused sick leave days at the renewal of the contract.

## 7. Expenses

Association shall pay or reimburse Manager for reasonable expense approved by Association and incurred by Manager in the continuing performance of his/her duties under this employment agreement.

## 8. Transportation

Association shall reimburse Manager for all business travel at the rate of \_\_\_\_\_ per mile.

## 9. Professional Liability

- A. Association agrees that it shall defend, hold harmless and indemnify Manager from any and all demands, claims, suits, actions and legal proceedings brought against Manager in his/her capacity, or in his/her official capacity as agent and employee of the Association, provided the incident arose while the Manager was acting within the scope of his/her employment and excluding criminal litigation and as such liability coverage is within the authority of the Association to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Manager against such claims demands, claims, suits, actions, and legal proceedings.
- B. If, in the good faith opinion of the Manager, conflict exists as regards the defense to such claim between the legal position of the Manager and the legal position of the Board, Manager may engage counsel in which event Association shall indemnify the Manager for the costs of legal defense as permitted by state law.
- C. Association shall not, however, be required to pay any costs of any legal proceedings in the event **Board** and **Manager** have adverse interests in such litigation, except as stated above.

#### **10. Personal Protection**

In the event the life or safety of **Manager** or his/her family is threatened or otherwise appears in danger because of the performance of **Manager's** official duties, **Association** shall pay reasonable costs incidental to the protection of the **Manager** and his/her family. The **Manager** can request **Association** to pay all or part of the charges. Protection, if required, will be sought from the regular police authorities.

#### 11. Goals and Objectives

Within 90 days of the execution of this contract, the parties shall meet to establish **Association** goals and objectives for the ensuing year. Said goals and objectives shall be established in writing and be among the criteria by which **Manager** is evaluated as hereafter provided. On or prior to

\_\_\_\_\_\_ of each succeeding year, the parties will meet to establish **Association** goals and objectives for the next succeeding year, in the same manner and with the same effect as heretofore described.

#### 12. Evaluation

The **Board** shall evaluate and assess in writing the performance of **Manager** at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of **Manager** and the goals and objectives of the **Board** for the year in question.

**Manager** shall submit to the **Board** a recommended format for this written evaluation and assessment of his/her performance 90 days of the effective date of this contract. The **Board** shall meet and discuss the evaluation format with the **Manager**, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the **Association** shall adopt an evaluation format within 150 days of the effective date of this contract and shall evaluate the **Manager** pursuant thereto within \_\_\_\_\_ days.

At least once each fiscal year, **Manager** and **Board** shall meet for the purpose of mutual evaluation of the performance of the **Association** and **Manager**. In the event that the **Board** determines that the performance of the **Manager** is unsatisfactory in any respect, the **Board** shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the **Board** deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the **Manager**. The **Manager** shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the **Manager's** personnel file. Within 30 days of the delivery of the written evaluation to the **Manager**, the **Board** shall meet with the **Manager** to discuss the evaluation.

### 13. Medical Examination

In light of the unique nature of the professional duties of a **Manager**, **Association** shall, at its expense, provide for the **Manager** a complete medical examination not less than once every two years and not more often than once each year. Any report of the examination shall be given directly and exclusively by the physician to **Manager**. The **Board** shall be advised in writing by the physician of the continued physical fitness of the **Manager** to perform his/her duties, and such report shall be confidential.

## 14. Renewal of Employment Contract

If **Association** does not notify **Manager** in writing before \_\_\_\_\_\_\_ that this employment contract will not be renewed, it shall be deemed that **Association** has renewed this employment contract for one (1) year extending from the termination date set forth in paragraph 1.

#### **15. Termination Of Employment Contract**

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of the Manager.
- C. Disability of the Manager. In the event of disability by illness or incapacity, after Manager's sick leave has been exhausted, the compensation shall be reinstated after Manager has returned to employment and undertaken the full discharge of his/her duties. Association may terminate this contract by written notice to the Manager at any time after the Manager has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his/her employment for whatever cause for an additional period of \_\_\_\_\_\_. All obligations of the Association shall cease upon such termination.
- D. Discharge for cause. Discharge for cause shall constitute conduct which is seriously prejudicial to the Association; including, but not limited to, neglect of duty or breach of contract or violation of the state licensing laws or rules. Reasons for such a proposed discharge for cause shall be given in writing and Manager shall be entitled to appear before the Board to discuss such causes. If Manager chooses to be accompanied by legal counsel at such a meeting, Manager shall bear any costs therein involved. Such meeting may be conducted in closed executive session unless specifically prohibited by state law. In the event that the Association offers to terminate the contract by paying the amount specified in Clause 13(E), the requirement of the hearing before the Board shall be waived by the Manager.
- E. Unilateral Termination By The Association. The Association may, at its option, and by a minimum of 90 days notice to the Manager, unilaterally terminate this contract. In the event of such termination, the Association shall pay to Manager, as severance pay, all of the aggregate salary and other compensation he/she would have earned under this employment contract from the actual date of termination to the termination date set forth

in this employment contract. All **Association** paid benefits shall continue until the expiration date of the contact unless otherwise settled by mutual agreement.

F. Termination with **Manager's** concurrence. **Association** may propose to terminate this employment contract upon 90 days written notice to **Manager**. If the **Manager** concurs in writing with this decision, **Association** shall pay to the **Manager**, as severance pay, all aggregate salary he/she would have earned under this employment contract from the actual date of terminations to the termination date set in this employment contract. In the event the **Manager** accepts the settlement specified above, the requirement for a hearing of the reasons for termination in a closed executive session before the **Board**, provided for in Clause 13 (D) above, shall be waived.

#### 16. Savings Clause

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force. In witness whereof **Association** has caused this employment contract to be approved in his/her behalf by a duly authorized officer and **Manager** has approved this employment contract effective on the day and year specified above.

#### 17. Fringe Benefits

Fringe benefits to be included under this contract are identified by an X or check mark in the accompanying box.

- Deferred Compensation or Bonus compensation or payment made at the end of a contract term, upon release, termination or non-renewal of a contract, or at stipulated time. Details:

- Bonus A payment usually paid annually and frequently tied to performance. Detail: \_\_\_\_\_
- Housing Either an allowance or authorization for on site housing. Detail:

	Various Insurances – May include short-term disability insurance, long term disability, accident and sickness, personal days, severance plans with payment tied to unused sick leave, vacation days and similar leaves.	
	Details:	
	Medical Insurance – May include medical, a health maintenance association, maternity leave, dental care, vision care, prescription payments, psychiatric care, physical examination and retiree health care. Details:	
	Pension Plans Details:	
Additio	ns:	
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