

Chapter Executive Director Employment Agreement
(for continuing executive directors)

This Employment Agreement (hereinafter referred to as "Agreement") is entered into between the National Association of Social Workers, Inc. (hereinafter referred to as "NASW") through its _____ Chapter (hereinafter referred to as "Chapter") and _____ (hereinafter referred to as Ms./Mr./Dr. _____).

WHEREAS, the Chapter is authorized by NASW to hire an Executive Director to administer and manage the affairs of the Chapter under the direction of the Chapter's Board of Directors and the National Board of Directors, and

WHEREAS, Ms./Mr./Dr. _____ has satisfactorily completed one or more years of service as Executive Director, and

WHEREAS, the parties are entering into this Agreement to establish the terms of their employment arrangement,

NOW, THEREFORE, the parties agree as follows:

1. TERM

Unless terminated during the term of this Agreement by Ms./Mr./Dr. _____ or by NASW as outlined in Paragraph 9, the term of this Agreement shall be for a period of ____ years, the specific dates of which are set out in Attachment A.

Comment: This agreement is for two to three years unless terminated by the individual serving as Executive Director or for those limited reasons set forth in Paragraph 9 and further described in the Personnel Standards for NASW Chapters.

2. QUALIFICATIONS

As a part of the original hiring process, Ms./Mr./Dr. _____ presented a resume, references, and other information establishing her/his qualifications and experience as suitable for the position of Executive Director of the _____ Chapter. Further, Ms./Mr./Dr. _____ represented that she/he has no criminal record or employment history that would interfere with her/his ability to be bonded or to serve as Chapter Executive Director. Ms./Mr./Dr. _____ confirms as a part of this Agreement that there are no modifications regarding her/his qualifications in the information and documentation previously provided.

Comment: Language can be modified to note any additional essential requirements that have been made a part of the hiring process. If travel by car is required as a regular and essential part of the position, the following language should be added: As it is essential to travel throughout the State of _____ on a regular basis and driving is the only feasible means of transportation in many sections of the state, Ms./Mr./Dr. _____ has submitted proof of a valid _____ driver's license and has established access to an automobile and will carry appropriate auto insurance.

3. DUTIES

The duties to be performed under this Agreement are set forth in Attachment A, which is initialed by the parties and made a part of this Agreement. The duties outlined in Attachment A provide a general description of the functions of the Executive Director as Chief Executive Officer of the Chapter and may be modified as necessary to meet the requirements of the position.

Comment: It is possible to add that modifications in functions of any significant nature should also be put in writing.

4. WORK PRODUCT/CONFIDENTIAL MATERIAL

All work products or work in progress created by the Executive Director under this contract during the term of this Agreement shall constitute work for hire and shall be the property of NASW. All documents, records, computer systems, programs, technologies, models, forms, instruction, strategies, and other information prepared as work product or provided by NASW during the performance of the duties under this Agreement shall remain the property of NASW and may not be duplicated or distributed for use outside of NASW except as required in the performance of duties as Executive Director.

5. AUTHORITY

The Executive Director of the Chapter is authorized to act on behalf of the Chapter as designated by the Chapter Board of Directors and/or the National Board of Directors as required to carry out the normal business of the Chapter or to protect the interest of the Chapter and NASW. The Executive Director shall follow the Bylaws and policies of the National and Chapter organizations in performing the duties of the position.

6. COMPENSATION

The compensation and benefits payable under this Agreement are outlined in Attachment B, which is initialed by the parties and made a part of this Agreement. Termination of the employment relationship while the Agreement is in effect by the Chapter shall result in the payment of the sums outlined in Paragraph 9 of this Agreement. The salary paid as indicated in Attachment B shall be paid on a (bi-weekly, monthly, semi-monthly) basis. The Chapter shall provide access to participation in those benefit programs outlined in Attachment B according to the terms of each benefit program as set out more fully in the plan agreement.

Comment: This paragraph should describe how often the person will be paid. The amount of the salary and specific benefits are described in Attachment B. The hiring salary schedule for the position of Executive Director is set forth in the Personnel Standards for NASW Chapters.

7. REIMBURSEMENT OF EXPENSES

Upon submission of documentation or receipts, Ms./Mr./Dr. _____ shall be reimbursed for travel and business expenses outlined in Attachment B to the extent such expenditures are necessary, reasonable, and authorized under NASW policy or practice to fulfill the responsibilities of the position of Chapter Executive Director.

8. VACATION AND SICK LEAVE

Vacation, sick and any other paid or unpaid leave will be earned and made available for use as set forth in Attachment B.

Comment: Leave will be described in Attachment B as authorized by the Personnel Standards for NASW Chapters.

9. TERMINATION

In the event that the Agreement is terminated by Ms./Mr./Dr. _____, there shall be no termination compensation other than accrued compensation earned prior to the effective date of termination minus any payments due and owing to the Chapter. In the event that the Agreement is terminated by the Chapter for cause defined as willful, negligent, or repeated failure to perform the essential requirements of the position or for unethical, illegal, or fraudulent conduct, there shall be no notice required and no severance pay or termination compensation other than the payment of compensation remaining after deduction of any amounts due and owing to the Chapter. If the decision is made by the Chapter to terminate the Agreement for reasons other than those defined as for cause, or illegal, unethical, or fraudulent conduct, the following severance arrangements (minus any amounts due and owing to the Chapter) shall apply.

- A. Termination during the second through third year of service as Executive Director shall result in two months of severance pay.
- B. Termination during the fourth through fifth year of service as Executive Director shall result in three months of severance pay.
- C. Termination during the sixth through eighth year of service as Executive Director shall result in four months of severance pay.
- D. Termination during the nine through tenth year of service as Executive Director shall result in five months of severance pay.
- E. Termination during the eleventh and fifteenth years of service as Executive Director shall result in six months of severance pay.
- F. Termination during the sixteenth and nineteenth years of service as Executive Director shall result in 9 months of severance pay.
- G. Termination during the twentieth or more years of service as Executive Director shall result in twelve months of severance pay.

Comment: In addition to severance pay, health insurance may also be continued during the severance period if severance is paid out over a period of months rather than in a lump sum.

10. DEATH / TOTAL DISABILITY

If Ms./Mr./Dr. _____ dies during the term of this Agreement, her/his employment and all obligations of the Chapter under this Agreement shall cease except those related to any insurance or retirement programs, unpaid salary obligations, or reimbursable expenses.

In the event that Ms./Mr./Dr. _____ becomes unable, based upon appropriate medical verification, to perform the essential function of her/his job as defined under applicable federal/state laws, her/his salary and those benefits unrelated to any applicable accrued sick leave, annual leave, or health or disability insurance coverage shall cease, and she/he may be replaced as required to carry on the functions of the Chapter.

11. PERFORMANCE REVIEWS

Annual performance reviews shall be conducted during the term of this Agreement. Measurable performance expectations upon which the evaluation shall be conducted, and the process the Board of Directors will use to conduct the evaluation (see Standard 41) must be included in Attachment C. Evaluations shall be conducted in compliance with the applicable *Personnel Standards for NASW Chapters* and shall be based on performance duties and responsibilities outlined in Attachment A. The process the Board of Directors will use to conduct the evaluation is outlined in Attachment C.

12. CONFLICT OF INTEREST

During the term of this Agreement, Ms./Mr./Dr. _____ shall not engage in any activities which could or do constitute a conflict with the performance of the duties required under this Agreement. If a conflict may or does occur, Ms./Mr./Dr. _____ shall notify the Chapter leadership. In the event that the matter cannot be satisfactorily reconciled, Ms./Mr./Dr. _____ shall offer his/her resignation.

13. DISCIPLINE POLICIES AND APPEAL PROCEDURES

In the event that termination for unsatisfactory performance is instituted under the *Personnel Standards for NASW Chapters*, a proposed termination shall be held in abeyance until completion of the mediation process, if mediation is requested by Ms./Mr./Dr. _____. During any mediation process, the duties required under the Agreement shall continue to be performed unless the chapter makes an alternative arrangement.

14. MISCELLANEOUS

Except as otherwise provided in this Agreement, the provisions of the Chapter's personnel policies and the *Personnel Standards for NASW Chapters* in effect at the time an incident occurs apply to Ms./Mr./Dr. _____. In the event of a conflict between

this Agreement and the *Personnel Standards for NASW Chapters* or the Chapter policies, this Agreement shall govern. This Agreement and Attachments represent the entire agreement between the parties and supersede any prior oral or written agreements between the parties. Any modification of this Agreement must be in writing and signed by the parties. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Prior to signing this Agreement, Ms./Mr./Dr. _____ has been provided an opportunity to have this Agreement reviewed by an attorney and/or advisor. This Agreement shall be interpreted under the laws of the State of _____. This Agreement will not take effect until it has been reviewed and approved by an authorized representative of NASW's National Office Staff.

If the contract is approved by the National Office, any time worked in the Executive Director position from the date of hire or expiration of last agreement will count under the contract for all purposes whether the contract has been fully executed by all parties or not. The original date of hire or expiration of last agreement will be considered as the starting date for the Executive Director's employment agreement.

IN WITNESS THEREOF, the parties have executed this Agreement.

Dated _____ **By:** _____
Executive Director

Dated _____ **By:** _____
President, NASW, _____ Chapter

APPROVED

Dated _____ **By:** _____
National Association of Social Worker

FIRST DAY OF EMPLOYMENT: _____

EXPIRATION OF LAST CONTRACT: _____

Attachments: A -- Duties/Responsibilities of the Executive Director
B -- Compensation /Benefits/Leave
C -- Performance Evaluation Standards/Process

MODEL
ATTACHMENT A
Job Description For Executive Director

Title: Executive Director
Issue Date:

Chapter:

I. Major Functions

Acts as Chief Executive, accountable to the Board of Directors through the Chapter President. Recommends and participates in formulation of policies and makes decisions within existing policies as approved by the Board of Directors. Plans, organizes, directs, and coordinates Chapter staff, programs, and activities to ensure that objectives are attained, plans are fulfilled, and member needs are met. Maintains effective internal and external relationships through management, leadership, and communication to achieve economical, productive performance, forward-looking programming, and constructive growth of the Chapter.

II. Basic Duties and Responsibilities

Within the limits of the bylaws, policies, and national standards for Chapters, the Executive Director is responsible for and has authority to accomplish the duties set forth below.

Administrative and Management

- A. Ensures that the Board of Directors, Executive Committee, and officers are kept fully informed of the conditions and operations of the Chapter and of all important factors influencing them. Attends all meetings of the Board of Directors and Executive Committee.
- B. Recommends, for the approval of the Board of Directors, basic policies and programs that will further the objectives of the Chapter. Develops and administers, for purposes of day-to-day operations, specific policies, procedures, and programs to implement the general policies established by the Board of Directors.
- C. Implements decisions of the Board of Directors not delegated to committees, units, or volunteers.
Financial Management
- D. Plans and manages the Chapter budget, coordinating with the Board Finance Committee and the Treasurer. Administers Chapter funds under the direction of the President and Treasurer in accordance with National and Chapter fiscal policies.
- E. Is responsible for submitting all required reports to the National Office, including the annual report and audit.
- F. Prepares grant proposals to fund specific Chapter activities as directed by the Board of Directors.

Human Resources Management

- G. Establishes a sound organization structure for the Chapter office.
- H. Recruits, hires, trains, and supervises Chapter staff as authorized by the Board of Directors. Directs and coordinates staff.
- I. Identifies the potential voluntary person power of the Chapter through involvement of members on Chapter committees and task forces and in programs and social action.

Communications

- J. Maintains effective relationships with the National Office and keeps the Board and Chapter members and volunteers informed of materials and policies from the National Office.

- K. Plans and executes communications to the general membership that includes an annual report, newsletters, general mailings, news releases, and so forth.

Marketing

- L. Provides staff support to the planning, organizing, and directing of membership recruitment and retention programs, evaluates results, and recommends policies, procedures, and actions required to achieve membership goals.
- M. Promotes interest and participation in Chapter activities on the part of the membership and local program units.

Legislative

- N. Provides staff support for legislative activities of the Chapter at both the state and national levels.
Education, Conventions, and Meetings
- O. Responsible for facilitating the planning, promotion, and administration of official Chapter meetings.
- P. Participates in the planning and conducting of workshops and educational programs related to the interest and purposes of NASW.

Local Program Units

- Q. Assists the President in developing liaisons between the Chapter and local program units.
- R. Provides special assistance to leadership of local program units helping to identify possible members and aiding in organization and development of programs.
- S. Visits local program units periodically to learn about their special interests and problems and to become acquainted with local leaders.

III. Working Relationships

A. Internal

- 1. Interacts with Chapter staff and volunteers, Board of Directors, Executive Committee, National Office staff, and Regional Board Representatives.
- 2. Serves as staff liaison to all committees and provides liaison between the committees and the Board of Directors.

B. External

- 3. Interacts with state and local governments when necessary.
- 4. Establishes and maintains contacts with outside associations, social work education programs, organizations, and vendors, which will benefit and promote the interests of the Association.

IV. Minimum Work Requirements

A. Knowledge

- 1. In-depth knowledge of Association policies, procedures, and operations.
- 2. Knowledge of professional social work issues.
- 3. Master's degree or equivalent* relevant work experience. Professional degree in social work from a CSWE-accredited school is preferred.

B. Experience

- 1. Three to five years in administration, management, and policy in addition to educational requirement.
- 2. Experience in working with volunteer associations.

C. Skills and Abilities

- 1. Demonstrated management and supervisory skills, analytical research skills, communication (both verbal and written) skills, interpersonal skills, **computer literacy**, and negotiation skills and experience.

V. Dimensions

A. Supervision

1. Supervises staff and volunteers within the Chapter.

B. Financial Scope

1. Prepares budget, monitors expenditures, and reviews and controls Chapter expenses under the direction of the Board of Directors.

C. Reporting Relationships

1. Reports directly to the Board of Directors, through the Chapter President.

ED Initials

Date

President Initials

Date

MODEL
ATTACHMENT B
Compensation/Benefits/Leave
Executive Director

Following is a schedule of terms of compensation, benefits provided and leave available under the terms of the Employment Contract between the _____ Chapter of NASW and _____, Executive Director. This schedule will conform to *Personnel Standards for NASW Chapters* published by NASW and any specific policies not enumerated in this Attachment are addressed in that publication.

A. Compensation

1. Salary: The salary shall be \$_____ per year, payable in ____ installments of _____ on the ____ day and ____ day of each month. Regular working hours will be _____
(example, 37.5 hours/week)
2. Expenses: The Association shall reimburse the Executive Director for expenses, reasonable and necessary, incurred in the performance of his/her duties under budgeted guidelines. Mileage for use of a personal automobile for travel on behalf of the Association will be reimbursed at a rate specified. Expenses will be submitted for approval and reimbursed within the month following the submission of an expense report.
3. Moving Allowance (if applicable): The Association will provide an allowance of _____ toward expenses related to moving from _____ to _____ payable on the first day of employment. *(For Chapters hiring someone from out of their area it is expected that a contribution towards moving expenses will be made.)*

B. Employee Benefits

1. Insurance: The Association will provide medical, dental, vision and life insurance benefits. Association-funded disability income protection is provided through _____
(insurance company). Waiting periods for each of the covered insurance benefits is specified under the terms of each policy.
2. Retirement: An employer-funded retirement program is provided through _____
(insurance company). The current funding rate is ____ percent of annual salary.
(Optional) Additionally, an employee-funded pre-tax savings plan is available through _____
(insurance company).

C. Leave

Employee shall be entitled to ____ vacation days per year and ____ days of sick leave per year. Other annual leave – including administrative leave, jury duty, leave without pay and compensatory time – will adhere to the minimum number of days provided according to the *Personnel Standards for NASW Chapters* which shall also be followed in regard to the application of the leave provisions in this attachment. The employee is entitled to eleven (11) paid holidays per year. Paid holidays will include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving,

the day after Thanksgiving and Christmas plus one (1) floating holiday that shall be scheduled by arrangement with the Chapter President.

ED Initials

Date

President Initials

Date

MODEL
ATTACHMENT C
EXECUTIVE DIRECTOR PERFORMANCE STANDARDS

The process for evaluating the executive director will be: (attach evaluation tool if available and describe the evaluation process)

The following goals and objectives will be used as the performance criteria by which the evaluation of the Executive Director for the _____ Chapter of NASW will take place. These standards will be completed between _____ (*beginning date*) and _____ (*ending date*) (*a one-year time span*).

GOAL 1:

Objectives:

- 1.
- 2.
- 3.

Outcome Measures:

- 1.
- 2.

GOAL 2:

Objectives:

- 1.
- 2.

Outcome Measures:

- 1.
- 2.
- 3.

GOAL 3:

Objectives:

- 1.
- 2.
- 3.

Outcome Measures:

- 1.
- 2.

(etc.)

ED Initials

Date

President Initials

Date

Guidelines

Performance standards complement the executive director's job description. These are the executive director's priorities for the coming year. Remember that "goals" are where you want to end up and "objectives" are how you will meet the goals. Goals are a bit more general than are objectives. Objectives need to be specific, clear, reasonable and measurable with assigned time frames. "Outcomes" are how you will know that the goal and objectives were met. These may include participant surveys, reports (written or oral), or proof that target goals are met.

Example:

Goal 1: Increase new chapter membership by 3% (75 members)

Objectives:

1. Update outreach materials
2. Schedule and conduct presentations at all schools of social work and relevant agencies (at least 5)
3. Acquire prospect lists and send to the national office for the mailing campaign

Outcomes:

1. There are at least 75 new members
2. Regular reports at board meeting regarding school and agency visits
3. All prospects are sent to the national office and a copy is kept in the chapter office for tracking purposes.

Optional Areas for Goal-setting

Financial management

Continuing education programming/annual conference

Non-dues revenue raising

Membership recruitment

Membership retention

Personnel management

Administrative systems

Communication & Coordination – members, board, committees, local units, staff, national

Professional development

Web site development and maintenance

Legislative and/or electoral programming

Coalition-building efforts

Schools of social work, licensing board and social work agencies outreach

Media outreach/public affairs

Other