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*PERSONAL & CONFIDENTIAL*

Jane Smith  
General Delivery,  
A Nice Town, BC  
V0E 2Z0

Dear Ms. Smith :

**Re: Executive Director**

I am writing further to our letter of offer dated June 8, 2017. Today's letter is to serve as the employment agreement between the parties. Please sign and date where provided below.

POSITION TITLE AND DUTIES/REPORTING RELATIONSHIP

The Executive Director position requires you to diligently, faithfully, and competently perform the duties and obligations of this position as set out in the attached job description. You will report to the Chairperson of the Board of Directors.

COMMENCEMENT DATE

This position starts on June 19th, 2017 for an indefinite term. There will be a three-month probationary period ending on September 19th, 2017 at which point you and the Board may discuss an amendment to this agreement, if necessary.

REMUNERATION

Your salary shall be \$60,000 per annum, which includes 2 weeks paid vacation. Your status will be full-time, based on a workweek of 40 hours per week. No overtime will be paid without prior written approval.

VACATION/PAID LEAVE



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You are entitled to 2 weeks vacation per year which will be accrued at 6%. You will be entitled to use your vacation during the year in which it is earned.

#### SICK LEAVE ALLOWANCE

You are entitled to one day of sick leave per month to a maximum accrual of 30 days per year. You are not entitled to payment for any unused sick leave credits, if this agreement is terminated by either party.

#### CONFIDENTIALITY AND NON-DISCLOSURE

Any confidential information you become aware of in the performance of your duties shall be held in the strictest confidence and not released without the express consent of the Employer. All files, forms, brochures, books, materials, written correspondence, memoranda, documents, manuals, computer disks, software products and lists (including lists of students, suppliers, products and prices) pertaining to the activities of the Employer are the property of the Employer (the "Property").

On termination of your employment for any reason, you agree to deliver promptly to the Employer any Property of the Employer directly or indirectly under your control. You agree not to make for your personal or business use, reproductions or copies of any Property of the Employer.

You agree that you will not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly disclose to any person or in any way make use of (other than for the benefit of the Employer), in any manner, any of the Property of the Employer.

You further agree that you will not, during the period commencing on the date hereof and ending one (1) year following the expiration of the term of this Agreement, be a party to or abet any solicitation of students, clients or suppliers of the Employer, to transfer business from the Employer to any other person, or seek in any way to persuade or entice any employee of the Employer to leave that employment or to be a party to or abet any such action.



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## BENEFITS

You are entitled to Extended Benefits, paid by the employer at 100% as provided by the employer's benefit plan carrier.

You are entitled to BC Medical Services Plan (MSP) Benefits, paid by the employer at 100%.

Certain benefits are taxable, and those taxes will be shown on your bi-weekly notice of remuneration (pay stub).

All Benefits shall come into effect as of October 1, 2017.

## DEDUCTIONS

You shall authorize the Employer to deduct from your salary all deductions required by law to be made by the Employer, including, but not limited to, Canada Pension Plan payments, employment insurance premiums, and income tax deductions. You further authorize the Employer to deduct from your salary the taxes on certain benefits as set out above.

## TERMINATION

The Employer may terminate your employment without cause on the following terms:

- (a) providing you written notice equivalent to one week per year of service or part thereof to a maximum of 12 weeks (the "Notice Period");
- (b) providing you severance pay in lieu of the Notice Period, which may at the discretion of the Employer, be paid as a lump sum or in the form of periodic payments; or
- (c) providing a combination of working notice and severance pay that is equivalent to the Notice Period.

You further agree that the above severance amounts constitute the total remuneration to which you are entitled on termination.



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The Employer may terminate your employment with just cause and without notice or pay in lieu of notice.

You expressly acknowledge that you have a duty to mitigate your losses during the Notice Period.

You may terminate this agreement by providing 2 weeks' written notice to the Employer.

**OTHER TERMS AND CONDITIONS**

This position requires you to complete a criminal record check prior to commencing employment.

Please indicate your acceptance of this offer of employment by your signature below.

Yours sincerely,

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John Doe  
Chair, A Wonderful Society

**Acceptance:**

I, Jane Smith hereby agree to accept employment as Executive Director with the Society, in accordance with the terms and conditions set out herein.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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(Signature)