

**Malignant Hyperthermia Association of the United States (MHAUS) EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT**

This Employment Agreement is made this day of , 2021 to take effect between the Executive Director (the "Executive") and the Malignant Hyperthermia Association of the United States ("MHAUS"), with principal offices at 1 North Main Street, Sherburne, New York, 13460.

MHAUS hereby employs the Executive as its Executive Director and the Executive agrees to:

Duties and Responsibilities

Responsibilities of the Executive will be:

1. Provide organizational leadership for MHAUS and all its operating units i.e., NMSIS and the North American MH Registry of MHAUS, following the precepts of the organization's Mission Statement and Bylaws.
2. Supervise the MHAUS staff and provide yearly evaluations.
3. Manage all professional/independent contractors.
4. Coordinate activities of the MHAUS Board of Directors.
5. Manage MHAUS' organizational assets and maintain budget controls in conformity with generally accepted accounting standards.
6. Manage fundraising activities.
7. Find and recommend new opportunities for organizational growth and revenue.
8. Prepare fiscal year budget and operating plan to submit to the Board of Directors for their approval. Prepare the Annual Report to post to the MHAUS website.
9. Coordinate regular Board conference calls to share administrative and project updates.

Objectives

The specific objectives for the Executive are:

1. Maintain and improve income from present and additional sources.
2. Meet the goals of the MHAUS, NMSIS and Registry Operating Plans while operating within the approved budget.
3. Transition the MH Hotline database into the Registry database is completed.
4. Support MHAUS staff and encourage/mentor personal growth, creativity, focus, resilience and efficiency to handle the present and future workload.
5. Maintain positive relationships with present strong MHAUS supporters and develop additional productive connections for joint efforts and support.
6. Manage the growth of MHAUS through the use of new technology and social media outlets.

Compensation

The Executive's annual salary will be \$ _____, paid every other Friday (26 pay periods). The Executive will be entitled to paid vacation based on years of service as indicated in the MHAUS Employment Handbook, as well as customary holidays.

Ordinary business expenses incurred in the course of MHAUS business will be reimbursed upon presentation of expenses statement prepared according to MHAUS policy and approved by the Treasurer.

Term of Employment

Absent termination for cause or irreconcilable differences with the Executive over the discharge of his/her duties, this contract will renew each year on the anniversary date of this agreement at a compensation adjusted by not less than the CPI for the calendar year unless either party gives ninety days' notice. Such offer shall, however, be contingent upon Executive's achievement of the goals of the operating plan, as adopted by mutual agreement on a year-to-year basis. Such agreement will be made at least 60 days prior to the termination date.

Termination for Cause

MHAUS may terminate this agreement for cause by notice to the Executive. For purposes of this agreement "cause" shall mean (i) gross neglect of duties, (ii) continued disregard of the directions by the President, (iii) abandonment of employment, (iv) any illegal act committed on behalf of MHAUS, (v) conviction of a felony. Termination for cause on the bases of (i), (ii), (iii) shall not occur unless the Executive's alleged misconduct continues after receipt of written notice of same from the MHAUS President.

Disability

If the Executive is unable to perform her duties by reason of illness or other disability for a continuous period in excess of 90 days, MHAUS may, at its option, terminate the Executive's employment.

Time Devoted to MHAUS

It is agreed that the Executive will devote full-time and best efforts to MHAUS.

Governing Law

The interpretation, construction and application of this agreement shall be governed by the law of the state of New York.

In witness thereof, the parties hereto have executed this agreement on the _____ day of _____, 2021.

Executive:

MHAUS:

Henry Rosenberg, MD, MHAUS President