

## EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into by and between \_\_\_\_\_, a non-profit corporation (hereinafter referred to as "Employer") and \_\_\_\_\_ (hereinafter referred to as "Employee") for the position of Executive Director.

### RECITAL

Employee has served in various capacities in the cable television field and through such experience has acquired special skills, abilities and knowledge regarding public, educational and government access, the Employer's business and the industry in which it is engaged.

NOW, THEREFORE, in consideration of the above recital and of the mutual promises and conditions in this Agreement, it is agreed as follows:

### AGREEMENTS

1. Employment. Employer shall employ Employee as the Executive Director of \_\_\_\_\_ and Employee agrees to be employed as its Executive Director for the term and under the conditions set forth in this Agreement.
2. Term of Agreement. The term of this Agreement shall be for a period of \_\_\_\_\_ (\_\_) years commencing on \_\_\_\_\_, and ending on \_\_\_\_\_.
3. Salary. As compensation for the services to be performed hereunder, Employee shall receive an annual base salary of \_\_\_\_\_ (\$\_\_\_\_\_) during the first year of full employment. Employee shall receive compensation on the fifteenth (15th) and last day of each month. Employee shall receive increases in salary as may be determined by Employer's Board of Directors in its sole and absolute discretion. Employer, in considering any appropriate increases in salary, shall consider factors including but not limited to: (1) Employee's performance; (2) inflation factors; (3) grant funding received by the Employer; and (4) overall funding available to \_\_\_\_\_ to provide access services. Employer shall have the right to deduct or withhold from the compensation due to Employee any and all sums required by law to be deducted or withheld, including without limitation, federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.
4. Position. Employee shall be the general manager and executive director for Employer with full power and authority to manage and conduct all of the business of Employer, subject to review by the Board of Directors of Employer. A full description of duties and responsibilities of Employee is set forth in Section 9 below. Employee shall not, however, take any of the following actions on behalf of Employer without the prior approval of the Executive Committee of the Board of Directors:
  - A. Borrow or obtain credit in any amount or execute any guaranty;
  - B. Expend funds for capital equipment in excess of budgeted expenditures for any calendar month;
  - C. Execute any contract or make any commitment for the purchase or sale of Employer's assets in excess of \_\_\_\_\_ (\$\_\_\_\_\_) per month;
  - D. Execute any lease of real or personal property; and
  - E. Exercise any discretionary authority over the management of any employee welfare or pension benefit plan, or arrange the disposition of assets of any such plan.

5. Extent of Services. Employee shall diligently and conscientiously devote her entire time, attention and energies to Employer's business and shall not, during the term of full-time employment of this Agreement, pursue or be actively engaged in any other business activity. Employee is permitted to passively invest in projects as she sees fit, and derive income therefrom. Employee understands and agrees that her position entails certain responsibilities which might require her to work in excess of forty (40) hours per week. The hours worked in excess of forty (40) shall not be compensated by Employer. Employer may, at its own discretion, grant Employee compensatory or administrative time off.

6. Board of Directors. Employee shall at all times discharge her duties in consultation with and under the supervision of Employer's Board of Directors. In the performance of her duties, Employee shall make her principal office in such place as the Board of Director shall determine.

7. Automobile Expenses. In recognition of Employee's potential need for transportation to conduct Employer's business, Employer shall pay to Employee the amount of \_\_\_\_\_ cents (\_\_\_¢) per mile driven by Employee in performance of Employer's business. Employee shall submit monthly mileage reports to substantiate her claims for reimbursement. Should the Internal Revenue Service increase said allowance, the rate designated herein shall automatically be increased without amendment to this Agreement.

8. Moving Costs. Employer agrees to reimburse Employee for the cost of moving her primary residence to \_\_\_\_\_ in an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

9. Duties. Under the general direction of the Board of Directors of Employer, Employee shall be responsible for the operation and the general management of Employer's activities and services. Her specific duties and responsibilities shall include the following:

*[INSERT APPROPRIATE DUTIES AND RESPONSIBILITIES FROM THE JOB DESCRIPTION.--  
THOSE LISTED BELOW ARE FOR PURPOSES OF EXAMPLE ONLY.]*

- A. Give direction and leadership to the formulation and achievement of the organization's philosophy, mission, and its annual goals and objectives.
- B. Work with the Board of Directors and staff to develop and implement policies, procedures, and long-range strategic plans.
- C. Oversee administrative, financial and program operations, and all personnel matters (design of staff organizational structure, hiring and firing responsibilities, etc.).
- D. Prepare and, following Board approval, administer the Employer's annual budget.
- E. Negotiate and ensure compliance with Employer's contracts.
- F. Manage the overall operation of Employer's production facilities and equipment.
- G. Establish and oversee training programs for PEG access development.
- H. Pursue and incorporate additional revenue sources through a variety of fundraising mechanisms, consistent with the mission statement of the organization.
- I. Maintain a close working relationship with representatives of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and the community.
- J. Keep informed of trends, issues, events and developments within the PEG access field through professional peer contacts, conference attendance, etc.
- K. Develop and coordinate an active volunteer program.

10. Vacation. Employee shall be entitled to take \_\_\_\_\_ days of vacation time per year. Vacation days shall be taken by Employee within the term of this Agreement, except that the maximum number of vacation days to be carried forward into a succeeding year of employment shall be one-half (1/2) of the number of vacation days Employee is entitled to receive during a given year of employment.

Employee may not begin to take vacation days until two (2) months after commencing full-time employment and shall schedule vacation time with the approval of the Board of Directors for the purpose of coordinating work schedules with Employer. Employee agrees that she shall not take vacation (or a vacation in conjunction with one or more holidays) which exceeds three weeks in duration at any time, with the approval of the Executive Committee of the Board.

11. Educational Conferences, Workshops and Seminars. Employee may take \_\_\_\_ days per year for attendance at educational conferences, workshops and seminars which will enhance the Employee's ability to perform her job functions. Employer may, upon request of the Employee and at its discretion, grant days beyond the \_\_\_\_\_ days mentioned above for such educational conferences, seminars, and workshops.

12. Holidays. Employee shall be entitled to the following paid holidays:

New Year's Day	Martin Luther King's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Should any of the holidays enumerated above fall on a Saturday or Sunday, Employee shall be entitled to a Friday or Monday holiday in lieu of the weekend date. Employee shall be entitled to any additional holidays as declared to be a holiday by the Board of Directors.

13. Additional Benefits. During the employment term, Employee shall be entitled to receive a benefit package equal to up to \_\_\_\_\_ percent (\_\_\_\_%) of the annual full time salary paid to Employee. The benefit package shall include the Employer portion of F.I.C.A. (O.A.S.D.I. and H.I.), F.U.T.A., S.D.I., and E.T.T., as well as a health benefits package selected by the Employee. The health benefit portion of the benefit package selected by the Employee shall not exceed the health benefit package made available to other employees of the Employer which are eligible under the terms of their employment with the Employer to receive such a benefit package. Employee may select additional benefits such as a 401K, life insurance, or dependent care benefits so long as the total benefit package does not exceed \_\_\_\_\_ percent (\_\_\_\_%) of the Employee's salary. Approval of that package is subject to the approval of the Board of Directors, and such approval shall not be unreasonably denied so long as it includes the Employer's portion of those items listed above and does not exceed \_\_\_\_ percent (\_\_\_\_%) of the Employee's salary.

A. Sick Leave. Paid sick leave shall accrue at the rate of eight (8) hours every month of full-time employment under this Agreement. Sick leave may be used when the Employee's personal attendance is required to care for an immediate family member who is ill or injured. For the purposes of this provision, immediate family is defined as a husband, son, daughter, father, mother, or close relation residing in the Employee's household.

Employee may begin using earned sick leave after completion of two (2) months of full employment. Earned, unused sick leave may be carried forward into a succeeding year of employment, but no sick leave shall be carried forward beyond the end of one (1) succeeding year of employment.

B. Leave of Absence. Upon prior approval of the Board of Directors, Employee may be permitted to take an unpaid leave of absence.

14. Evaluation. The Executive Director's performance shall be evaluated after six months of full time employment by the Employee, and after each twelve months thereafter. The process of evaluation shall be as follows:

The Employee shall prepare a written self-appraisal in which she discusses her performance of stated objectives, assesses her skills in management of the Corporation and its employees, and proposes a set of personal performance objectives for the next appraisal period.

The Chair of the Board of Directors (or his/her designee) shall consult with each member of the Board of Directors on the Employee's performance, and shall write an appraisal based upon this information.

The Employee and the Chair shall meet together to discuss and consolidate the two appraisal documents, including the performance objectives for the coming period.

The Chair shall present the completed appraisal to the Board of Directors in an executive session with the Executive Director. Board discussion with the Executive Director should focus on (although not be limited to) the performance objectives for the coming period.

15. Dismissal. During the term of this Agreement, Employee may be removed from her employment for good and sufficient cause. Such an action shall require a simple majority vote by the Board of Directors of Employer. All statutory provisions of law, standards and regulations governing dismissal or discipline shall be applicable to any proceeding regarding termination of Employee. Good and sufficient cause shall include, but shall not be limited to, acts of material dishonesty, disclosure of confidential information, gross or careless misconduct, or if Employee unjustifiably neglects her duties under this Agreement, or acts in any way that has a direct, substantial and/or adverse effect upon Employer's reputation and/or operation with the \_\_\_\_\_ cable franchise.

16. Termination by Employee. Employee may terminate this Agreement on 60 days written notice to Employer.

17. Salary Continuation During Disability. If Employee for any reason whatsoever becomes totally disabled so that she is unable to perform the duties prescribed herein, Employer's obligations under this Agreement shall terminate six (6) weeks after the determination of such disability.

18. Governing Law. This Agreement shall be construed in accordance with the applicable laws of the State of \_\_\_\_\_.

19. Waiver. Waiver by Employer of any breach of Employee shall not operate or be construed as a continuing waiver or as a waiver of any subsequent breach of Employee.

20. Entire Agreement: Modification. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter addressed herein. No modification or extensions of this Agreement shall be effective unless in writing and signed by the parties hereto, excepting therefrom the areas of discretion reserved by Employer as set forth herein.

EMPLOYER:

\_\_\_\_\_  
a non-profit corporation

DATE: \_\_\_\_\_, 20\_\_ BY: \_\_\_\_\_

EMPLOYEE:

DATE: \_\_\_\_\_, 20\_\_ BY: \_\_\_\_\_