**EMPLOYMENT AGREEMENT**

This Employment Agreement is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a nonprofit corporation (hereinafter referred to as "Corporation") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the position of Executive Director (hereinafter referred to as "ED"), effective as of \_\_\_\_\_\_\_\_\_\_\_.

RECITAL

WHEREAS, Corporation and ED (the "parties") want ED to be employed as Corporation's Executive Director;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereby agree as follows:

AGREEMENTS

1. Employment. Corporation hereby agrees to employ ED as its Executive Director in accordance with the Corporation Constitution and Bylaws upon the terms and conditions set forth in this Agreement. In such capacity, ED shall serve as an officer of the Corporation.
2. Term of Agreement and Termination. This Agreement shall begin on \_\_\_\_\_\_\_\_\_\_. It shall continue until the first anniversary date and shall automatically renew thereafter, on a year­ to-year basis, unless (a) terminated upon mutual written consent at any time; (b) terminated by either party for any reason or for no reason upon delivery of written notice to the other party at least thirty (30) days prior to the effective termination date; or (b) terminated pursuant to Paragraphs 15 or 16 below.
3. Salary. As compensation for the services to be performed hereunder, ED shall receive an annual base salary of \_\_\_\_\_\_\_\_\_\_Thousand Dollars ($\_\_,000.00) during the first year of full employment. ED shall receive increases in salary as may be determined by Corporation's Board of Directors in its sole and absolute discretion. Corporation, in considering any appropriate increases in salary, shall consider factors including but not limited to: (1) ED's performance; (2) inflation factors; (3) grant funding received by the Corporation; and (4) overall funding available to the Corporation. Corporation shall have the right to deduct or withhold from the compensation due to ED 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.

The base salary shall be paid in accordance with Corporation's normal payroll procedure. ED understands and agrees that, if this agreement is terminated for any reason, all obligations of the Corporation, including salary, payments, and benefits will automatically cease on the effective date of such termination, and ED will not be entitled to any other salary, payments, or benefits otherwise payable under this agreement, except as required by law.

A bonus will be considered by Corporation's Board of Directors in its sole and absolute discretion based upon performance and the Corporation's financial position pursuant to Paragraph 14.

1. Position. ED shall be the general manager and executive director for Corporation with full power and authority to manage and conduct all the business of Corporation, subject to review by the Board of Directors of Corporation. ED shall at all times function within the authority delegated by Corporation's Board of Directors, and in accordance with the lawful policies and directives issued by Corporation's Board of Directors. ED's initial authority, duties and responsibilities are generally described in the attached Position Description (which may be modified and supplemented by Corporation's Board of Directors in its discretion). ED shall not, however, take any of the following actions on behalf of Corporation without the prior approval of the Executive Committee of the Board of Directors:
   1. Borrow or obtain credit in any amount or execute any guaranty;
   2. Expend funds for capital equipment in excess of budgeted expenditures for any calendar month;
   3. Execute any contract or make any commitment for the purchase or sale of Corporation's assets in excess of one thousand dollars ($1,000.00) per month;
   4. Execute any lease of real or personal property; and
   5. 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.
2. Extent of Services. ED shall diligently and conscientiously devote his/her entire time, attention and energies to Corporation'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. ED shall spend a minimum of forty (40) hours per week fulfilling his/her duties to the Corporation, except when paid holidays occur or when vacation, compensatory, or administrative leave time is used in accordance with this agreement. ED understands and agrees to be paid at the established annual salary and that his/her position will be treated as "exempt" for the purposes of federal or state wage and hours laws. ED understands and agrees that his/her position entails certain responsibilities which might require him/her to work in excess of forty (40) hours per week.
3. Board of Directors. ED shall at all times discharge his/her duties in consultation with and under the supervision of Corporation's Board of Directors. In the performance of his/her duties, ED shall make his/her principal office in such place as the Board of Director shall determine.
4. Duties. Under the general direction of the Board of Directors of Corporation, ED shall be responsible for the operation and the general management of Corporation's activities and services. His/Her specific duties and responsibilities include the following:
   1. Give direction and leadership to the formulation and achievement of the organization's philosophy, mission, and its annual goals and objectives.
   2. Work with the Board of Directors and staff to develop and implement policies,
   3. procedures and long-range strategic plans.
   4. Oversee administrative, financial and program operations and all personnel matters (design of staff organizational structure, hiring and firing responsibilities, etc.).
   5. Prepare and, following Board approval, administer the Corporation's annual budget.
   6. Negotiate and ensure compliance with Corporation's contracts.
   7. Manage the overall operation of Corporation's production facilities and equipment.
   8. Establish and oversee training programs.
   9. Pursue and incorporate additional revenue sources through a variety of fundraising mechanisms, consistent with the mission statement of the organization.
   10. Maintain a close working relationship with representatives of the community.
   11. Keep informed of trends, issues, events and developments within the field through professional peer contacts, conference attendance, etc.
   12. Develop and coordinate an active volunteer program.
   13. Follow and enforce all provisions and policies in the Corporation's Employee Handbook.
5. Personnel. ED shall be administratively responsible for hiring, promoting and discharging all Corporation personnel. ED also shall be responsible for the establishment of all personnel policies in consultation with the Board of Directors.
6. Paid Time Off. ED shall be entitled to accrue and take vacation leave per the Corporation's Employee Handbook. ED 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 Corporation. ED agrees to not take a 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. Corporation may, through the Board of Directors in its sole and absolute discretion, grant ED compensatory or administrative leave.
7. Educational Conferences, Workshops and Seminars. Corporation may, upon request of the ED and at its discretion, grant days for such educational conferences, seminars, and workshops that will enhance the ED's ability to perform his/her job functions
8. Holidays. ED shall be entitled to paid holidays per the Corporation's Employee Handbook.
9. Additional Benefits. ED shall participate in and be entitled to all the benefits normally provided to Corporation's employees, including:
   1. \_\_\_\_\_\_
   2. \_\_\_\_\_\_\_
   3. Additional benefits as outlined in the employee handbook including, but not limited to

paid time off and program discounts.

Approval of any additional benefit package is subject to the approval of the Board of Directors, at its sole and absolute discretion.

1. Business Expenses. In order to enable ED to perform his/her duties as Executive Director of Corporation effectively and efficiently, Corporation shall reimburse ED for all reasonable business expenses incurred by ED that are directly related to his/her Corporation responsibilities (including travel, lodging, meals and other business expenses). Business expenses must be approved in advance by the Executive Committee of the Board of Directors. All such expenses shall be reimbursed promptly upon submission of appropriate receipts and documentation in accordance with Corporation's regular policy for reimbursing business expenses.
2. Evaluation. The Executive Director's performance shall be evaluated after six months of full time employment by the ED, and after each twelve months thereafter. The process of evaluation shall be as follows:

The ED shall prepare a written self-appraisal discussing his/her performance of stated objectives, assessing his/her skills in management of the Corporation and its employees, and proposing 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 the Board of Directors on the ED's performance, and shall write an appraisal based upon this information.

The ED 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.

Based upon such review, and taking into account the financial condition of Corporation as well as any other factors it deems necessary and appropriate, the Corporation Board of Directors in its sole discretion may increase ED's base salary or provide a onetime bonus.

1. Dismissal. During the term of this Agreement, ED may be removed and this agreement terminated, without advance notice, from his/her employment for good and sufficient cause. Such an action shall require a simple majority vote by the Board of Directors of Corporation. All statutory provisions of law, standards and regulations governing dismissal or discipline shall be applicable to any proceeding regarding termination of ED. Good and sufficient cause shall include, but shall not be limited to, acts of material dishonesty, disclosure of confidential information, gross or careless misconduct, fraud or misrepresentation, moral turpitude, or if ED willfully and knowingly violates any lawful delegation, policy or directive of the Board of Directors that is known or should be known by ED, or the provisions of any court order. or if ED unjustifiably neglects his/her duties under this Agreement, or acts in any way that has a direct, substantial and/or adverse effect upon Corporation's reputation and/or operation.
2. Termination by Employee. ED may terminate this Agreement with at least 30 days written notice to Corporation. ED understands and agrees that this notice period is for the exclusive benefit of the Corporation and does not confer any employment obligation on the Corporation. If such termination notice is submitted, the Corporation my elect, in its sole and absolute discretion, for any reason or for no reason to terminate this agreement either immediately or at any point during the period indicated in the notice.
3. Salary Continuation During Disability. If ED for any reason whatsoever becomes totally disabled so that he is unable to perform the duties prescribed herein, Corporation's obligations under this Agreement shall terminate six (6) weeks after the determination of such disability.
4. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions nevertheless shall continue in full force without being impaired or invalidated in any manner.
5. Insurance and Indemnification. ED shall be covered under the Directors and Officers/ Professional Liability Insurance policy purchased by Corporation to the same extent as Corporation's other directors, officers, employees and volunteers.
6. Additional Covenant Not to Hire Corporation Employees. In the event this Agreement is terminated for any reason, ED agrees not to solicit or hire for a period of one (1) year after the date of termination, any person who was an employee of Corporation on the date of ED's termination or on any date within the period three months prior to ED's termination, without Corporation's written consent, which may be withheld by Corporation in its discretion for any reason.
7. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be delivered either personally, by mail (registered or certified postage prepaid, with return receipt requested) by any other appropriate means by which there is proof of delivery. Notices to the Corporation shall be delivered to the sitting chair of the Corporation's Board of Directors. A Notice shall be considered delivered on the date received by the party to whom it is addressed.
8. Corporation Property and Confidentiality. ED recognizes and agrees that all business documentation and intellectual property of any kind created, utilized or made available to the ED in carrying her duties to the Corporation are the exclusive property of the Corporation and the ED assigns to the Corporation all of her rights, in any, in and to all such property. The ED shall not, either during the term of this agreement or at any time after termination of this agreement, claim or seek any right, title, interest, copyrights, trademarks, or other intellectual property rights to created works arising in any way from ED's employment by Corporation. ED agrees not to assert any such rights against Corporation or any third parties. Upon termination of this Agreement by either party for any reason, ED will relinquish to Corporation all documents, books, manuals, lists, records, publications or other writings and data, keys, credit cards, equipment, or other articles that came into ED's possession in connection with ED's employment by Corporation, and to maintain no copies or duplicates without the written approval of Corporation, so long as such information is not otherwise made public by a third party and except as otherwise required by law. ED will maintain in confidence during and subsequent to his/her employment any information about Corporation or its members which is marked as confidential information or which might reasonably be expected by ED to be regarded by Corporation or its members as confidential.
9. Governing Law. This Agreement shall be construed in accordance with the applicable laws of the State of Nebraska.
10. Waiver. Waiver by Corporation of any breach of ED shall not operate or be construed as a continuing waiver or as a waiver of any subsequent breach of ED.
11. 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 Corporation as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Signature of Executive Director Date

Signature of Corporation Date