

**COMMUNITY ARTS AGENCY
EXECUTIVE DIRECTOR AGREEMENT**

THIS EXECUTIVE DIRECTOR AGREEMENT, made and entered into on the date set forth below between Community Arts Agency (“Employer”) with its offices located at _____ and _____ (“Executive Director” or “ED”) residing at _____.

Section 1. Employment. Subject to the terms and conditions and considerations contained herein, the Employer hereby acknowledges _____ as the Executive Director and the period of employment shall be from _____, and shall remain in effect until termination by agreement of the parties or as set out hereinbelow.

Executive Director hereby accepts employment and, except as specifically provided herein, agrees to devote full business time, attention, skill and effort exclusively to the performance of duties hereunder. While employed by the Employer, Executive Director shall not actively engage in any other business activity that requires services substantially conflicting with the duties hereunder or which adversely affects Executive Director’s performance of their duties hereunder unless prior approval is given in writing.

1.1 Scope of Duties:

a) Executive Director shall have certain qualifications and skills.:

Title: Executive Director (Summary of qualifications and summary of job description for interview and hiring purposes are set out on Exhibit A)

b) Specific duties and responsibilities with detailed job description as agreed between the parties are set out on Exhibit B.

Section 2. Compensation. For the services rendered by Executive Director hereunder:

a) Salary: The Employer shall pay Executive Director wages at the rate of not less than \$_____ per year payable in monthly installments. Executive Director shall be reimbursed for any necessary and approved travel expense.

b) Vacation: One (1) week first year.

Two (2) weeks paid vacation per year after first year

c) Sabbatical: Executive Director shall be eligible for one (1) year sabbatical leave after five (5) years of employment subject to agreement between the parties.

d) Holidays: New Years Day, Martin Luther King, Jr. Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas, and all other official State and Federal holidays and additional holidays only with Employer's prior consent. Any Executive Director Handbook or Manuel applicable to all Executive Directors of Community Arts Agency shall be applicable to the Executive Director if not otherwise addressed herein.

Section 3. Term of Employment. This agreement shall become effective upon execution. Unless and until terminated, Executive Director's employment shall continue in full force and effect as provided herein.

3.1 Termination.

a) **Termination for Cause.** Employer may reasonably terminate ED's employment at any time, with written notice, upon the occurrence of any of the following events: (i) EDs breach of any provision of this agreement; or (ii) Executive Director’s commission of a crime, or the occurrence of gross or willful misconduct by Executive Director in the performance of their responsibilities; or (iii) any other act or event that is recognized as

good cause for terminating Executive Director's employment according to the Employer's stated policies.

b) **Termination by Executive Director for Cause.** Executive Director may terminate employment at any time, with reasonable written notice, or upon the Employer's breach of any provision of the Agreement.

Section 4. Employer's Ownership of Certain Information and Material. Executive Director shall fully and promptly disclose to the Employer all technological, financial, operating, or grants information, including, without limitation, information, which Executive Director may develop or conceive, either alone or with others, during the course of employment. All such information, together with any documentation or other materials prepared or produced in connection therewith, shall be considered work made for hire and prepared within the scope of Executive Director's employment by the Employer.

Section 5. Confidentiality.

5.1 Definitions. For the purpose of this Section, the following definitions shall apply:

"Confidential Information" shall mean any data or information, which is material to the Employer and not generally known by the public. To the fullest extent consistent with the foregoing and as otherwise lawful, Confidential Information shall include, without limitation, (i) the employer's records, and financing methods; (ii) the identities of the Employer's funding sources or donors; and (iii) information about the Employer's other Executive Directors.

5.2 Nondisclosure of Confidential Information. Executive Director shall not, without prior written consent of the Employer, during Executive Director's employment with the Employer and for a period of one (1) year thereafter, use or disclose, or permit any unauthorized person to use, disclose, or gain access to, any Confidential Information to which the Executive Director obtained access by virtue of Executive Director's employment with the Employer.

Section 6. Insurance.

6.1 Health & Dental Insurance. Executive Director shall be provided a policy of major medical and hospitalization coverage with a \$250.00 deductible with coverage up to 80% of next \$5,000.00. This policy shall also cover dependents. Such policy or separate policy shall include coverage for dental services with a \$50.00 deductible.

6.2 Life Insurance. Executive Director shall be provided with a Term Life insurance policy in the amount of not less than \$50,000.00 with AD & D benefits.

6.3 Disability Insurance. Executive Director shall be provided with a policy of disability insurance providing for a minimum of 26 weeks of benefits.

Section 7. Severability and Survival. Executive Director acknowledges and agrees that the covenants contained in this Agreement shall survive any termination of employment, with or without cause, at the instigation or upon the initiative of either party.

Section 8. Miscellaneous.

8.1 This Agreement shall inure to the benefit of, and be binding upon, the Employer, its successor and assigns, and the Executive Director, Executive Director's executor, administrator, heirs and personal representatives.

8.2 This Agreement comprises the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no agreements, undertakings, covenants or conditions concerning the subject matter hereof (including prior employment agreements), whether oral or written, express or implied, that are not merged herein or superseded hereby.

8.3 This Agreement shall be governed by the laws of the State of Georgia. Time is of the essence of this Agreement.

8.4 This Agreement may be amended, waived, discharged, modified, or terminated only by an instrument in writing signed by both parties.

8.5 Waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver or breach of the same or other provisions hereof.

8.6 If any provision or any part of any provision of this Agreement is found not to be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement.

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

COMMUNITY ARTS AGENCY:

EXECUTIVE DIRECTOR:

By: _____
Title

Address:

(SEAL)

Tel.No.: _____

Soc.Sec.No : _