

Kansas Head Start Association Executive Director

Employment Contract

This Employment Contract is hereby agreed by and between the Kansas Head Start Association (KHSA) Board, (hereinafter the “Board”) and **ED Name**, (hereinafter the “Executive Director”). The Executive Director is hereby employed by the Kansas Head Start Association for a term of three (3) years beginning the first day of August, 2013, and ending the thirty first day of July 2016.

1. **Duties:** The Executive Director shall have charge and control of Kansas Head Start Association subject to the orders, rules, and regulations of the Board. The Executive Director shall perform such duties as imposed by the Executive Director Job Description and such other duties as may be assigned by the Board. The Executive Director agrees to devote his time, skill, labor, and attention to this employment during the term of this Contract.
2. **Annual Compensation:** The Board agrees to pay the Executive Director an annual salary of XXXX with an annual cost of living increase of three percent (3%) per year. The Board may increase the salary of the Executive Director for meritorious service at the beginning of any contract year.
3. **Benefits:**
 - a) The Board shall allow and the Executive Director shall be entitled to:
 - i) Sick leave: Twelve (12) days per year. Unused sick leave will be carried over year-to-year and may accumulate to a maximum of sixty (60) days. Unused sick leave will not be compensated upon resignation or termination.
 - ii) Personal leave: Two (2) days per year.
 - iii) Vacation: Fifteen (15) days with one (1) additional day per year of employment. A maximum of five (5) days can be carried over from year-to-year. Unless approved by the Board, no more than five (5) days of vacation may be taken at one time. Any vacation leave, other than the five (5) days allowed to be carried over, not used by July 31st of each year will be forfeited.
 - b) The Board shall provide the following annual benefits:
 - i) Flexible Benefit of XXX (\$XXX) (to be included in the regular paycheck but not as part of taxable income)
 - ii) Car allowance of seven thousand two hundred dollars (\$XXX)
 - iii) Cell Phone Allowance of one thousand two hundred dollars (\$XXX)

- iv) SIMPLE IRA contribution up to three percent (3%) of annual salary if matched by Executive Director.
 - c) Annual benefits may be negotiated annually to account for increases that may occur.
4. **Confidentiality:** The Executive Director agrees that at all times during employment and following the conclusion of employment, whether voluntary or involuntary, Executive Director will hold in strictest confidence and not disclose Confidential Information (as defined below) to anyone who is not an employee or Board member of KHSA or to any employee of KHSA who does not also have access to such confidential information, without the express written authorization of the President of the Board. "Confidential Information" shall mean any information, including but not limited to research projects, operating methods, financial data, business plans and proposals, data and information that KHSA receives in confidence from any other party, or any other secret or confidential matters of KHSA. Additionally, the Executive Director will not use any confidential information for his own personal benefit or to the detriment of KHSA during employment with KHSA or thereafter. The Executive Director also certifies that employment with KHSA does not and will not breach any agreement or duty that he has to any third party concerning confidential information belonging to others.
 5. **Expenses:** KHSA shall pay or reimburse the Executive Director for all expenses reasonably incurred by him in furtherance of his duties hereunder, including expenses for entertainment, travel, meals and hotel accommodations, upon submission by of vouchers or receipts maintained and provided to KHSA in compliance with applicable rules and policies.
 6. **Amendments of Contract:** This Contract may not be amended except by a writing executed by all of the parties hereto. This Contract constitutes the entire agreement of KHSA and the Executive Director relating to the subject matter hereof and supersedes all prior oral and written understanding and agreements relating to such subject matter.
 7. **Termination of Employment:** Executive Director's employment with KHSA may be terminated, prior to the expiration of the term of this Contract, in accordance with any of the following provisions:
 - a. Termination by Executive Director: The Executive Director may terminate his employment at any time during the course of this Contract by giving thirty (30) days written notice to the President of the Board. During the notice period, the Executive Director must fulfill all duties and

responsibilities set forth in this Contract and use his best efforts to train and support his replacement, if any.

- b. Termination by KHSA without Cause: KHSA may terminate the Executive Director's employment without cause at any time during the course of this Contract by giving the Executive Director thirty (30) days written notice. KHSA may, in its sole discretion, give the Executive Director severance pay in an amount prorated to the remaining notice period in lieu of actual employment, and nothing shall require KHSA to maintain the Executive Director in active employment for the duration of the notice period.
 - c. Termination by KHSA for Cause: KHSA may, at any time and without notice, terminate the Executive Director for "cause". Termination by KHSA of the Executive Director for "cause" shall include, but not be limited to, termination based on any of the following grounds: failure to perform duties of the Employee's position in a satisfactory manner; fraud, misappropriation, embezzlement or acts of similar dishonesty; conviction of a felony involving moral turpitude; illegal use of drugs or excessive use of alcohol in the workplace; intentional and willful misconduct that may subject KHSA to criminal or civil liability; willful disregard of KHSA policies and procedures; breach of any of the material terms of this Contract.
8. **Severability**: All provisions of this Contract shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, illegal, or unenforceable under any applicable law. If any provision of this Contract or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Contract or any other application of such provision shall in no way be affected thereby.

In compliance with a resolution passed by the Board at an official Board Meeting held on August 14, 2013, we hereunto subscribe or name this _____ day of (July), 2013.

KHSA Board President

KHSA Executive Director