

**DRAFT**

This Agreement is made between the Jordan Area Community Council (JACC) and Jerry L. Moore (Executive), for mutual consideration, the receipt and adequacy of which is acknowledged by the parties, who agree:

1. **Term.** Executive is engaged by the JACC Board of Directors to serve as Executive Director of JACC for a three (3) year period from May 15, 2007 to December 31, 2010 (subject to the terms of paragraph 6 below). This contract, if mutually agreed by JACC and Executive in their sole discretion, may by December 31, 2010 be extended for an additional one (1) year period following successful completion of and positive performance reviews during both of the first two years of the contract. Provided that positive performance reviews continue in subsequent years, the contract, if then mutually agreed by JACC and Executive in their sole discretion, may be extended for one additional year following each positive performance year and, if so agreed, a contract with a term of two (2) years would exist at the commencement of each calendar year (subject to the terms of paragraph 6 below).

2. **Duties.**

A) Executive will exert his full time and energy to his duties as the Executive Director of JACC. His duties and responsibilities as Executive Director are as customarily performed by a person in such position and as specified in JACC's bylaws, any position description for Executive Director, JACC's rules, policies and other governing documents, by JACC's Board of Directors, and by this Agreement. Executive is the chief employed officer who shall act at all times with a fiduciary duty to JACC. Executive reports to the Board of Directors and on a day-to-day basis he reports to the Board Chair of JACC.

B) Executive shall work in the Jordan neighborhood and/or Minneapolis, MN areas as designated by JACC.

C) Executive shall be responsible for developing and recommending to JACC's Board of Directors the annual budget and staffing plans. Executive shall have the authority to hire, supervise, evaluate and terminate all JACC employees based on the approved staffing plan.

3. **Performance Evaluation.** Evaluation and assessment of the performance of Executive shall be conducted on an ongoing basis by the JACC Board Chair and JACC's officers, resulting in a formal written evaluation at least annually, prior to the anniversary date of this Agreement. The evaluation shall be based on an annual performance plan to be mutually developed by Executive and JACC's President and officers. The annual performance evaluation shall assess the performance of the over all general management of JACC. The assessment will include whether or not measurable goals and objectives for JACC and the Executive Director were met. It will also take into account the financial and staff resources made available by JACC. The annual performance evaluation shall be completed no later than the third month following the anniversary date of this Agreement. In the event that Executive's performance is found to be unsatisfactory, the JACC President shall describe in writing, in reasonable detail, specific examples of unsatisfactory performance. Upon the conclusion of the annual evaluation, JACC's governing board, in its sole discretion, shall determine the amount or type of increase in the salary and/or benefits of Executive to be made for the upcoming contract year.

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**4. Salary and Benefits.**

A) The base salary of Executive is payable at the annual rate of Sixty Thousand Dollars (\$60,000). After the first year, Executive shall be entitled to an annual cost of living adjustment to base salary based on the COLA provided to federal workers, this will be in addition to any merit increases awarded in the sole discretion of JACC, create an annual base salary rate.

B) Executive shall be entitled to the following paid benefits:

(i) annual leave at the rate of 10 days the first year, and at the rate of 20 days for each of the next two (2) years (with no more than two (2) weeks eligible for roll-over and use in any year). A maximum of two (2) weeks annual leave will be compensated at the expiration or termination of this contract;

(ii) paid holidays at the rate of nine (9) days per year as stated in the policies and procedures for JACC.

(iii) sick leave at the rate of one (1) day per month, with a maximum of 200 hours of accrued but unused sick leave during the full-term of this contract;

(iv) personal leave at the rate of three (3) days per year;

(v) bereavement leave at the rate of three (3) days in the event of a death in the immediate family of Executive or his spouse;

5. **Business Expenses.** JACC will pay or reimburse Executive for reasonable and necessary business expenses up to Ten Thousand Dollars (\$2,000) incurred by Executive which are directly related to the performance of his duties of employment, including travel, professional memberships and professional development, subject to documentation by Executive and approval by JACC.

**6. Cancellation.**

A) JACC may cancel this Agreement immediately in the event of the death of Executive or the dissolution of JACC.

B) JACC may cancel this Agreement immediately if Executive engages in an act or omission of dishonesty, misrepresentation, conflict of interest, breach of fiduciary duty, or any act of misfeasance malfeasance or moral turpitude. Upon cancellation, JACC must disclose to Executive the act or omission upon which the cancellation of this Agreement is based.

D) JACC may cancel this Agreement for other reasons, with or without cause, which need not be disclosed to Executive, by giving Executive thirty (30) days notice in writing, and then paying to Executive severance consisting of six (6) months salary plus one additional month salary for each year of completed service to JACC, a maximum of two weeks accrued but unused annual leave (but not accrued or other unused sick leave or any other leave), and the dollar value of six (6) months plus one additional month of all other benefits as described in paragraph 4. Payments shall be made on a regular twice-monthly basis during a period equal to six (6) months plus one additional month for each year of completed service to JACC.

E) Upon the expiration, cancellation or termination of this Agreement with or without cause, no accrued or other unused sick leave shall be compensated.

F) Executive may cancel this Agreement by giving JACC at least three (3) months advance notice in writing.

G) The content and procedures set forth in this Agreement (and not those set forth in any JACC handbook or manual relating to employees generally) govern this Agreement in general and its cancellation in particular.

7. **Successors.** This Agreement is binding upon JACC and Executive, their heirs, executors, administrators, successors, and assigns. Executive will not assign or delegate any part of his rights or responsibilities under this Agreement unless the JACC agrees in writing to the assignment or delegation. In the event of any merger, consolidation or reorganization involving the JACC, this Agreement becomes an obligation of any legal successor or successors to the JACC.

8. **Indemnification.** JACC shall indemnify, hold harmless, and defend Executive against all claims arising against Executive, his heirs, administrators and/or executors in connection with his employment by JACC and as permitted by law. Executive shall immediately notify the President and legal counsel of JACC orally and in writing upon learning of any actual or threatened dispute or legal process and shall cooperate fully in any defense or action.

9. **Entire Agreement.** This Agreement contains the entire Agreement between the JACC and Executive. It may not be changed or renewed orally but only by an Agreement in writing signed by the President upon prior Board of Directors resolution and by Executive. This Agreement supersedes and cancels all previous agreements between JACC and Executive.

10. **Headings not controlling.** The headings of sections of this Agreement are not controlling.

11. **Governing law.** This Agreement is governed by the laws of the state of MN.

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Executive, Jerry Moore

Date

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Chair, JACC, Ben Myers

Date