

**SKAGWAY DEVELOPMENT CORPORATION  
EXECUTIVE DIRECTOR CONTRACT**

THIS AGREEMENT dated this 18 day of September, 2018 by and between the SKAGWAY DEVELOPMENT CORPORATION, herein after referred to as the "Corporation", and Kaitlyn Jared, hereinafter referred to as "Executive Director" for the assignment to the position of Executive Director of the Corporation with offices at Skagway, Alaska.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties, the parties agree as follows:

1. **Employment**. The Corporation employs the Executive Director and the Executive Director hereby accepts employment by the Corporation upon all terms and conditions set forth herein.

2. **Term**. The employment agreement shall become effective as of July 1, 2018 and shall continue in force and effect, until 1 day of July, 2019, unless otherwise terminated as provided herein, through the. Notwithstanding the above, this Contract may be terminated by the Corporation on ninety (90) days written notice, without liability, if the Corporation, in good faith, determines that there are not sufficient funds to maintain the position of Executive Director as provided for in this Contract.

3. **Compensation and Benefits**.

a. The Executive Director shall be paid an annual salary of Forty-Six Thousand Dollars (\$46,000). The Executive Director shall not be entitled to overtime pay or additional compensation for any work performed on weekends, holidays, or after/before normal working hours. The Executive Director authorizes applicable normal payroll deductions from the salary set forth herein. Annual compensation increases may be considered based on performance and shall be subject to available funding.

b. The Executive Director shall receive the following additional benefits:

(1) **Reimbursed Expenses**. The Executive Director shall receive reimbursement for all pre-approved expenses authorized and approved by the Corporation for the Executive Director's business activities, including travel, transportation and lodging, according to any procedures or policies which may be in effect and which may hereafter be adopted or amended. As an alternative to the

reimbursement provided for herein, the Executive Director may choose a per diem to cover the cost of lodging, meals, and incidental expenses. The amount of the per diem can vary and will be provided upon request of the Executive Director.

(2) **Health Care Insurance**. The Corporation shall have a medical insurance allowance of up to \$400 per month toward premium costs during the term of this Contract which may be revised by mutual consent during the term of this agreement.

(3) **Vacation**. The Executive Director shall accumulate 2.5 days of paid vacation time for each month worked during the term of this contract. Vacation time shall accrue from the date of hire, but may not be used during the 90-day probationary period. Vacation days may be accrued up to a maximum of 20 working days. Fifty percent (50%) of any unused accrued vacation days recorded on the books upon termination shall be paid in cash.

(4) **Sick Leave**. The Executive Director shall accrue sick leave at the rate of 1.25 working days for each full month worked. Sick leave shall accrue from the date of hire, but may not be used during the 90-day probationary period. Sick leave may be accrued up to a maximum of 45 working days.

(5) **Leave of Absence**. The Executive Director may need to take time off from work for either a short or an extended period of time. The Executive Director may request a leave of absence in writing, which must be delivered to the Corporation thirty days in advance of the proposed leave. Any request is subject to prior approval by the Corporation. A decision will be based on the nature of the Executive Director's situation and the business needs of the Corporation, and the granting of such leave is solely in the discretion of the Corporation. Such leave will typically be unpaid.

(6) **Holidays**. The Executive Director shall be entitled to the following holidays: New Year's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Eve, Christmas Day and New Year's Eve.

(7) **Laptop Computer**. The Corporation shall provide the Executive Director with a laptop computer or tablet for use during the term of this Contract. The

Executive Director shall take reasonable care of and maintain the computer. The Corporation shall provide software/hardware upgrades and/or replacement as work demands may require. Upon termination of this Contract for any reason, the Executive Director shall return the computer (and any peripherals) to the Corporation within two business days.

(8) **Cellular Phone**. The Corporation (or designee) shall provide the Executive Director a cellular phone or an agreed upon monthly cellphone stipend if a personal phone is used. The Executive Director shall take reasonable care of and maintain the cellular phone. The Corporation shall provide upgrades and/or replacement as work demands may require. Upon termination of this Contract for any reason, the Executive Director shall return the cellular phone (and any peripherals) to the Corporation within two business days.

4. **Duties**. The Executive Director is the chief administrative officer of the Corporation and shall be responsible for overall management and financial duties as well as strategic and programmatic operations of the organization. Furthermore the Executive Director acts as a key ambassador to municipal and state governments, regional organizations, entrepreneurs and the local community. The Executive Director shall perform such duties as are established by the rules, regulations, policies and directions of the Corporation, by and through the Board of Directors. Duties may include but are not limited to: successfully working with a governing board; researching, securing and managing grants, fundraising in both the public and private sectors; small business assistance; coordinating programs, services and events; management of website and social media accounts; collaboration with community, municipal, regional, state and federal organizations; administrative duties and fiscal oversight.

5. **Work Schedule**. The Executive Director shall work a base of 173 hours per month with minimum office hours Monday- Friday 10am – 4pm and associated flexible hours to account for offsite meetings, trainings and confidentiality sessions.

6. **Salary Adjustment for Discharge, Dismissal or Resignation**. If, for any reason, the services of the Executive Director do not extend to July 1, 2019, no compensation will be made for unused fringe benefits, except Fifty Percent (50%) accrued vacation.

7. **Point of Hire.** Executive Director specifically agrees that the point of hire of this Contract is Skagway, Alaska. The Corporation shall not be obligated to provide return transportation for the Executive Director pursuant to the provisions of AS 23.10.380. The Executive Director expressly waives any rights set forth in said statute.

8. **Limitation of Other Employment.** The Executive Director shall accept no other employment during the term of this Contract which conflicts with the purpose or goals of the Corporation as reasonably determined by the Corporation. In addition, the Executive Director shall not accept any payment from any granting agency, business, or other affiliate of the Corporation for services performed in the normal course of his/her duties including, but not limited to, the pursuit and/or writing of grants.

9. **Evaluation Procedure.** The Executive Director's performance shall be evaluated annually by the Corporation.

10. **Discharge for Cause.** This Contract may be terminated for cause. Cause shall include, but not be limited to, reasonable loss of confidence in the Executive Director by the Corporation.

11. **Discharge Without Cause.** The Corporation may terminate this Contract without cause. If the Board terminates this Contract without cause, the Executive Director shall only be entitled to ninety (90) days notice or pay in lieu of notice.

12. **Termination.** This contract may be terminated by Executive Director for any reason with ninety (90) days advance notice to Corporation.

13. **Entire Agreement.** This Contract is the entire agreement between the parties. Any oral agreement between the parties shall be null and void. This Contract shall be modified only in writing. This Contract extinguishes any earlier written contracts between the parties.

14. **Nonassignment.** This Contract shall be nonassignable by either party and shall not be specifically enforced by either party.

15. **Construction of Agreement.** This Contract shall be interpreted according to the laws of the State of Alaska and shall not be subject to any rule of construction against the drafter thereof. In the event any provision of this Contract is found to be in violation of Alaska law, such provision(s) shall be stricken, but the remainder of the Contract shall remain in full force and effect.

**ACCEPTANCE**

I hereby accept this offer of position and the conditions contained herein.

\_\_\_\_\_  
Executive Director, Kaitlyn R Jared

\_\_\_\_\_  
Acceptance Date

**ACCEPTANCE**

The above Contract is hereby accepted on behalf of the Corporation.

\_\_\_\_\_  
President, Tim Bourcy

\_\_\_\_\_  
Acceptance Date