

Excelsior – Lake Minnetonka Chamber of Commerce

Executive Board Meeting – 1st Tuesday of every month, 10 – 11 AM

- 1) Call to order/attendance
 - Babcock
 - Damberg
 - Schwartz
 - Wang
- 2) Approval of agenda, February 4, 2014
- 3) Financial report – Joe
- 4) President's report – Bill
- 5) Director's Report
 - Goals/Objectives for 2014 – see attached
 - Autumn's contract – need approval – see attached
- 6) Membership Director's Report
 - New Members in 2014
 - Paid membership renewal dues
 - Unpaid 2014 renewal dues
 - Ambassador Club
- 7) Other
- 8) Adjourn

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Report from Chamber staff and current Chamber President, Bill Damberg

Goals and Objectives for 2014

2014 CHAMBER EVENTS

- Luck o' the Lake – grow runner #, lower expenses, increase net profit 20%
- Person of the Year – grow raffle sales, keep expenses low to no cost/neutral
- Art on the Lake – grow sponsorships, keep quality high, increase net profit 15 – 20 %
- 4th of July – new structure (race, airshow), increase sponsorships, increase net profit 10% Apple Day/Apple of the Lake
- 5K – increase sponsorships, increase net profit 10%

2014 Co-sponsored Events

- Bingo and Burgers by the Bay – increase amount to Chamber 10% - \$20K (2013) to \$24K (2014)
- Big Island and Back – increase skiers, amount to Chamber 15 – 20%

Possible New Events

- Wayzata Chamber/ELMCC coordinated event – Winter 2015
- Christkindlsmarkt – Winter 2015

Committees/Programs

- Booster Club – grow membership, become a 501c3 Legacy Foundation
- Excelsior Farmers' Market – Needs a Champion to lead a makeover, grow net profit by 50%
- Marketing/Promotions – Brand outreach: Statewide, Regionally, Internationally
- EDRC – WHAT TO DO? Need direction, to reshape, rename, redesign, to include:
 - o GNO?
 - o Crazy Days?
 - o Holidays – Jen/Tim Caron
 - o Streetscape – Betty?

Membership Goals

- Ambassador Club – increase members, visit surrounding city staff
- Booster Club
- Create more networking opportunities/events
- Needs entire board on membership “committee”
- Discuss incentive pay

2/3/2014

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2014 Chamber Board

- Roles – why are we here?
- City relations ○ Get to know happenings in nearby cities, our chamber jurisdiction and beyond

- Bylaws – tweak to make current
- Define our role as a tourism board
- Financial reserve policy – put \$10K in WF savings for a financial reserve account
- Membership – all board members are on membership committee

2/3/2014



**EXCELSIOR-LAKE
MINNETONKA
Chamber of Commerce**

Employment Agreement

This Employment Agreement (“Agreement”) is made and entered into on January 21, 2014 between Excelsior-Lake Minnetonka Chamber of Commerce whose principal place of business is located at 37 Water Street, Excelsior (hereinafter referred to as "Employer") and Autumn Kaye whose present telephone number is 612-619-0558 (hereinafter referred to as “Employee”).

In consideration of the mutual covenants set forth below, Employer agrees to hire Employee and Employee agrees to work for Employer as set forth in this Agreement.

1. SPECIAL DEFINITIONS

Market and promote Excelsior Farmers’ Market and Girls Night Out

2. DESCRIPTION OF DUTIES

A. Name of Position

The Employee shall be employed in the capacity of: **28 hours per month for 10 months (March – December), not to exceed the amount of \$310 per month net pay.**

Marketing and Promotions

B. Essential Job Functions and Duties

The essential job functions or duties of this position are as follows:

Marketing and various Chamber duties: Administrate Girls Night Out and Excelsior Farmers’ Market Facebook page; Constant Contact communication to Excelsior Farmers’ Market vendors, customers and Girls Night Out participants, sponsors, visitors; write and distribute Press releases when requested; update and manage various Chamber Pinterest pages

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer.

C. Duty of Loyalty and Best Efforts

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive to Employer’s business. The Employee further acknowledges they will not engage in any form of activity that produces a “conflict of interest” with those of the Employer unless agreed to in advance and in writing.

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Employment Agreement

D. Place and Hours of Employment

Employee agrees that their duties shall be primarily rendered at Employer's business premises or at such other places as the Employer shall in good faith require. Part time service for the Employee is expected which requires 28 (twenty eight) hours per month for 10 (ten) months, exclusive of vacation, or any other form of leave as described within this Agreement.

3. PERFORMANCE TERMS

Based on representations made by the Employee, as well as expectations of the Employer, the following performance terms are entered into:

Employee and Employer will review performance in December, 2014.

The Employee understands that failure to reach said benchmarks or performance terms may result in reassignment, demotion or termination. Employee further understands that reaching these benchmarks or performance terms constitutes a reasonable and substantial condition of employment but does not in any way guarantee or promise continued employment.

1. COMPENSATION TERMS

A. Base Compensation

Employee shall receive a wage of \$10.00 + Payroll tax (totaling \$11.20) per hour payable in installments on the last day of each month. .

B. Expense Reimbursement

In order to receive reimbursement, Employee must timely provide Employer with an itemized account of all expenditures, along with suitable receipts therefore.

C. Salary Adjustments

Wage adjustments are based on the value contributed by Employee to Employer. While salary adjustments are primarily based on merit, Employer may at times adjust wages depending on overall performance, and/or the cost of living changes to salaries of similarity started employees in the company or industry.

D. "At Will" Employment

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

2. COVENANTS

A. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information

Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, clientele, or any other proprietary information, that relate to the business of Employer. This includes, but

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is not limited to, the names of Employer’s customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of Employer including but not limited to:

Membership information, Board of Director meetings, any information regarding the reputation of business owners, Chamber staff, or members of the Board of Directors.

Employee acknowledges that the above information is material and confidential and that it affects the profitability of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Employee feels that they need to disclose confidential information, they may do so only after being authorized to do so in writing by Employer.

B. Covenant to Notify Management of Unlawful Acts or Practices

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer’s other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as any ethics code applicable to their profession. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

PROPERTY RIGHTS

A. Existing Customers or Clientele of Employee

Employer agrees that existing customers or clients of Employee will become the property of Employer as the condition of employment. Existing clients of Employee are as follows:

All Chamber members, sponsors and event participants, including vendors

B. Records and Accounts

Employee agrees that all those records and accounts maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer’s place of business.

C. Return Upon Termination

Employee agrees that upon termination they will return to Employer all of Employer’s property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, employee handbook, records and accounts, materials subject to copyright, trademark, or patent protection, customer and Employer information, credit cards, business documents, reports, automobiles, keys, passes, and security devices.

D. Copyrights, Inventions and Patents

Employee understands that any copyrights, inventions or patents created or obtained, in part or whole, by Employee during the course of this Agreement are to be considered “works for hire” and the property of Employer. Employee assigns to Employer all rights and interest in any copyright, invention, patents or other property related to the business of the Employer.

3. INDEMNIFICATION FOR THIRD PARTY CLAIMS

Employee hereby agrees to indemnify, defend, save, and hold harmless Employer, its shareholders, officers, directors, and other agents (other than Employee) from and against all claims, liabilities, causes of action, damages, judgments, attorneys’ fees, court costs, and expenses which arise out of or are related to the Employee’s performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement.

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Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement.

4. **MEDIATION AND BINDING ARBITRATION**

Employer and Employee agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuant to the rules of the American Arbitration Association. Employee agrees to sign the attached Agreement to Mediate/Arbitrate claims as a conditions of employment.

5. **ATTORNEYS' FEES AND COSTS**

Employee and Employer agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

6. **MISCELLANEOUS PROVISIONS**

A. *Accuracy of Representations*

Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

B. *Notices*

Employee agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the Employer or residence of the Employee as set forth herein.

C. *Entire Agreement*

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

D. *The Effect of Prior Agreements or Understandings*

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

E. *Modifications*

Employee and Employer agree that this writing, along with those Agreements referred to within it, constitutes the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by Employer.

F. *Severability of Agreement*

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

Employee's Signature/Date

Employee's Name Printed

Chamber Representative/Date

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