

EMPLOYMENT CONTRACT

This document upon the affiliation of the signature of the PMJA Board President and your signature will constitute a binding agreement between the PMJA Board for your services as Executive Director on the following terms and conditions:

1). Term. The term of this agreement shall be for a period to commence on October 1, 2021 and terminate on October 1, 2023, with an automatic two-year extension, if either party does not notify the other in writing of its intention not to renew at least 90 days prior to the expiration date of this agreement. In the event of non-renewal, paragraph 6(e) regarding severance will commence.

2). Position. During the period of the Contract you will hold the title of Executive Director for BOTH Public Media Journalists Association (PMJA) and Public Media Journalism Foundation (PMJF). For both positions, you will report directly to the PMJA Board.

3). Full-time Employment. PMJA hereby employs you on your promise to render your best efforts in full-time paid service with duties as prescribed by the PMJA job description for the position. Significantly, a key component of your job description, and therefore, of this Employment Contract, is the principle that you will always strive to meet the highest standards of public service in journalism and cultural expression.

4). Non-Exclusive Employment. By accepting this employment agreement, you agree that you will not accept employment from any other entity during the term of this agreement, without the approval of the PMJA Board. This provision is not intended to preclude you from performing free-lance services for one or more other employers, so long as your employment for PMJA gets your top priority and there is not conflict of interest between PMJA and any other employer you may serve. PMJA encourages you to discuss any concerns in this regard with the PMJA Board President; the Board will not unreasonably preclude you from taking on work with additional employer(s). Free-lance services that were approved before the execution of this Contract continue to have the Board's approval.

5). Compensation.

(a) As compensation for your services hereunder, from the commencement of this Contract through October 1, 2023, you will receive a base salary of \$83,000 annually, with compensation reviews by the PMJA Board to occur at the organization's annual meeting/retreat. Salary is payable, less withholdings required by law, in accordance with PMJA's payroll practices.

(b) You will be eligible to participate in PMJA retirement benefits, as set forth in the separate retirement benefits documentation. No vested retirement benefit may be reduced or eliminated.

(c) You will be entitled to 15 paid vacation days a year, accruing 3.75 days/calendar quarter (at the start of the quarter), but all of which is available to access at the beginning of each calendar year. If all 15 vacation days are not used in that calendar year, up to 10 days may be rolled over to the following calendar year, up to a maximum of 30 banked vacation days. Any vacation over the bank will be promptly paid out in the form of compensation. In addition, any remaining accrued vacation balance will be paid out in the form of compensation, if and when you terminate your employment with PMJA, and any vacation used, but not yet accrued will be deducted at termination. In recognition of prior service, you are granted a bank of 15 vacation days as of January 1, 2020, plus 11.25 days through June 30, 2020. You will also be entitled to 20 sick days per calendar year. Sick leave will roll over to the following year with a maximum sick leave bank of 40 days. Unused sick leave beyond the cap will not be paid out, but will be forfeited. Sick leave will be forfeited upon termination of employment. You will also have the following holidays off with pay: MLK Day, Memorial Day, Independence Day, Labor Day, Thursday and Friday of Thanksgiving week. Christmas Eve and Christmas, New Year's Eve and New Year's Day, and two additional floating holidays.

(d) You will be eligible to participate in PMJA health care benefits, as set forth in the separate health care benefits documentation. Health care benefits are subject to change annually upon renewal. You will be given at least 45 days' notice of any material change in benefit.

6).Termination.

(a). The salary and benefits stated above shall terminate sooner than the agreed termination date of this agreement if, in the reasonable judgement of the PMJA Board, for any reason other than sickness or disability, you cease to render effectively the services required by this agreement. In that event, the salary and benefits shall cease as of the date the PMJA Board informs you that your employment has been terminated because you have ceased to perform effectively the prescribed services of Executive Director. You will however, upon termination for reasons 1 or 2, below, and, at the PMJA Board's discretion, for reason 4, below, be paid any accrued but unpaid salary and benefits through the end of the month in which you are terminated. In the event that you are terminated for reason 4, below, you will not receive any further salary or benefits and you will not be eligible for payout of accrued but unused vacation. For the purposes of this agreement, the cessation of effective rendition of services shall be defined as: 1: unreasonable and persistent neglect or refusal to perform material duties outlined in your job description, 2: continuing grossly incompetent performance of a material duty, 3: material misappropriation of PMJA funds or property, or 4: a felony conviction. In the case of reasons 1 or 2, the PMJA Board shall promptly bring to your attention, in writing, any conduct or condition of which it is aware and believes to be evidence of cessation of effective rendition of services, and the PMJA Board shall give you sixty days in which to remedy any alleged deficiency. In the case of reasons 3 or 4, you will be immediately removed from your position, and you will be given written

notice of the reasons therefore and your ability to appeal your removal within thirty days.

(b) If, as a result of incapacity due to physical or mental illness or injury, you shall have been unable to perform the material duties of your position on a full-time basis for a period of three consecutive months, or for a total of four months in any twelve-month period, then 10 days after written notice to you (which notice may be given before or after the end of the aforementioned periods, but which shall not be effective earlier than the last day of the applicable period), PMJA may terminate your employment hereunder if you are unable to resume your full-time duties at the conclusion of such notice period. You shall be entitled to payment of (i) that portion of the Salary earned through the last day of your actual employment, reduced by any amount paid to you under any PMJA disability insurance or any other PMJA benefit plan as the result of such disability and (ii) the severance benefits defined in Section (e), below, reduced by any amount paid to you under any PMJA disability insurance or other PMJA benefit plan as the result of such disability.

(c) You may at any time during the term of this Agreement, by written notice, terminate your employment for Adequate Justification as defined here: 1: relocation of your position to a location unacceptable to you. 2: reduction of your title(s) or authority. 3: breach of material provision of this contract.

(d) In the event that you shall terminate your employment hereunder pursuant to paragraph 6c, you shall continue to receive your salary and benefits in accordance with the terms of this agreement for a period of six (6) weeks.

(e) At any time, the PMJA Board may terminate this agreement on a not-for-cause basis. If the PMJA Board terminates this agreement on a not-for-cause basis, you shall continue to receive your salary and benefits for a three (3) month period from the notice of termination, as well as payout of your accrued but unused vacation. PMJA will not be obligated to pay any additional salary or benefits beyond this point. Since you are being paid, PMJA may ask you to work those three months, including training your replacement, or be on call to provide transition services. You will be permitted to search for and interview for other employment during this time.

(f) If you (Executive Director) resign for reasons other than those outlined in section 6c above, you will not receive any additional salary or benefits, other than your accrued but unused vacation.

7). Indemnification. To the extent that you perform your duties for PMJA in good faith and in a manner you reasonably believe to be: (a) in or not opposed to the best interests of PMJA and (b) not in contravention of the directives of the PMJA Board, PMJA agrees to indemnify you against expenses (including but not limited to attorney fees, final judgments and amounts paid in settlement to which PMJA has consented in writing, which consent will not be reasonably withheld, conditioned or delayed) in connection with any claim, investigation, hearing, cause of action, suit, proceeding or similar legal action, whether or not litigation, against or involving you

arising out of the performance of your duties hereunder, provided that you have given PMJA written notice of any such matter promptly upon your becoming aware of such matter.

8). This agreement shall be binding upon the parties hereto.

9). Any waiver of any breach of any terms of this agreement shall not operate as a waiver of any other breach of such terms or conditions or any other such terms or conditions, nor any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

10). This agreement may not be changed orally, but only by an agreement in writing by both parties.

11). This agreement shall be construed under the laws of the state of South Dakota without regard to otherwise applicable principles of conflict of laws.

12). Arbitration. Any controversy between you and PMJA or its successors and assigns arising from your employment or termination of employment with PMJA, including, without limitation, any controversy relating to the construction or application of any of the terms of this Contract, the arbitrability of this Contract or any other agreement, or other claims arising out of your employment, shall be submitted to final and binding arbitration; provided that the foregoing will not prevent PMJA from applying to a court for interim injunctive relief to protect confidential information. Any such arbitration shall be conducted by the American Arbitration Association (AAA) according to the rules of the AAA then in effect OR by Federal Mediation and Conciliation Services (FMCS) according to the rules of FMCS applying to employment disputes, as the parties mutually agree. Any such arbitration will take place in the metropolitan area of the party who did not initiate the arbitration. The prevailing party (as determined by the arbitrator) in any arbitration shall be entitled to reimbursement for all costs and expenses of the arbitration, including without limitation reasonable attorney fees, witness expenses, and all fees and expenses of the arbitrator(s). Any party to this Contract may invoke his or its right to arbitrate any claim, controversy or dispute with or against the other party with respect to any matter covered by this Contract only after first attempting to resolve it through the exhaustion of any employee problem solving mechanism contained in any employee handbook or other PMJA policy or procedure.

13). Nondisclosure of Confidential Information. You shall not during the term of this Agreement, or at any time thereafter, disclose to anyone any confidential information which you may acquire (or have already acquired) in the performance of your duties under this Contract, except as permitted by PMJA or under compulsion of law. This includes, but is not limited to, all of the terms and conditions of this Contract, training content or materials, or proprietary PMJA documents or information.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to

be duly executed as of this 30th day of September, 2021.

PUBLIC MEDIA JOURNALISTS ASSN.

EXECUTIVE DIRECTOR

By: _____
President