

## **EXECUTIVE DIRECTOR AGREEMENT**

This Executive Director Agreement ("Agreement") is made effective as of January 1, 2012, by and between the Association of Corporate Counsel America New Jersey (NJCCA) Chapter Inc. ("NJCCA") and: ("Executive Director").

### **ARTICLE 1. TERM**

This Agreement is for the period beginning on January 1, 2012, and ending on December 31, 2012, and can only be renewed, extended or amended by the written approval of the Executive Director and NJCCA. This Agreement may be terminated by either party by providing thirty (30) day written notice to the other party.

### **ARTICLE 2. ENTIRE AGREEMENT**

The terms and conditions of this Agreement represent the entire agreement between and the Executive Director and supersede any prior documents or understandings, whether written or oral.

### **ARTICLE 3. SERVICES PERFORMED BY EXECUTIVE DIRECTOR**

The Executive Director will provide the consulting services to NJCCA as described in Attachment A, incorporated herein by reference (collectively with such other services as set forth herein "Services"). All Services to be rendered by the Executive Director under this Agreement shall be performed at any location approved by the NJCCA Board, and NJCCA agrees to make available resources to enable the Executive Director to provide such Services. Use of these resources is strictly limited to NJCCA business.

Notwithstanding anything to the contrary herein, NJCCA and Executive Director agree that the number of Major Programs shall not exceed four (4) during a calendar year. A "Major Program" is a conference or event that is scheduled for a full day or a "sit down" catered dinner for the general membership for which NJCCA is lead organizing and managing organization. By way of example only and not by way of limitation, the four (4) current Major Programs are an Annual Dinner, an Annual Continuing Legal Education ("CLE") Conference, a Golf Outing and a Spring CLE Conference or Spring Cocktail Reception. By way of further example only and not by way of limitation, events co-sponsored with organizations such as the full-day conferences organized and managed by New Jersey Institute for Continuing Legal Education or law firms, or half-day CLE or NJCCA committee meetings are not Major Programs subject to this limit. NJCCA and Executive Director agree that any additional Major Programs will be subject to additional compensation agreed to prior to such additional Major Program.

### **ARTICLE 4. COMPENSATION AND EXPENSES**

- a. For the period January 1, 2012 to December 31, 2012, NJCCA shall pay the Executive Director for Services an annual fee of \_\_\_\_\_ paid in twelve (12) equal monthly payments of \_\_\_\_\_ on the last day of each month.
- b. NJCCA shall reimburse the Executive Director reasonable out-of-pocket expenses for Services, provided, however, that Executive Director shall obtain prior approval by the NJCCA President or Treasurer for any expenditure in excess of Two Hundred Fifty Dollars (\$250.00).

c. NJCCA's payment obligations under this Article 4, for Services provided to the effective date of termination in accordance with Article 1, shall survive the termination or expiration of this Agreement. In the event of such termination of this Agreement prior to end of its term, NJCCA will equitably prorate the regular monthly payment under paragraph 4.a. for any portion of a month prior to termination and is not obligated to make payments for any remaining months in the term after the effective date of termination.

#### **ARTICLE 5. INDEPENDENT CONTRACTOR**

The Executive Director, in performance of this Agreement, is acting as an independent contractor and is not acting as an employee of NJCCA. In making payments hereunder, NJCCA shall not withhold federal or state income tax, Social Security contributions, state disability contributions or any other federal, state or local statutory deductions. It shall be the Executive Director's sole responsibility to pay any and all applicable taxes and make any and all applicable Social Security contributions, as well as any and all other applicable federal, state and local statutory contributions, as a self-employed individual.

#### **ARTICLE 6. WARRANTIES**

The Executive Director acknowledges and agrees that the Services will be performed in a timely and proficient manner and will be conducted in a manner to protect NJCCA's good-will relationship with the public and its membership. The Executive Director shall perform the Services in a good and workmanlike manner. The Executive Director warrants that the Services shall be the Executive Director's own work and shall not infringe upon any United States or foreign copyright, patent, trademark or other proprietary right, or any trade secret, of any third party. In the event of a breach of any of the foregoing warranties, Executive Director shall supply Services to correct such breach at no cost to NJCCA.

#### **ARTICLE 7. NON COMPETITION**

During the term of this Agreement, the Executive Director shall not engage in or become associated with any business activity that in the reasonable judgment of NJCCA is competitive with or could adversely affect the business or activities of NJCCA or compromise the Executive Director's ability to work in the best interests of NJCCA. Except as so provided, the Executive Director is free to engage in any other business opportunities that Executive Director is interested in pursuing.

#### **ARTICLE 8. CONFIDENTIALITY**

During the term of this Agreement and thereafter, the Executive Director shall keep confidential and shall not without the prior written consent of the NJCCA Board disclose, duplicate, copy or use for any purpose, other than the performance of the Services, any information which is confidential or proprietary or which constitutes trade secrets of NJCCA.

#### **ARTICLE 9. ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon NJCCA's successors and assigns, if any. Neither party shall delegate its duties nor assign its rights under this Agreement without the prior written consent of the other party.

**ARTICLE 10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive law, but not the choice of law rules, of the State of New Jersey

**ARTICLE 11. SEVERABILITY**

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any provision of this Agreement affect the validity or enforceability of the balance of such provision, which shall remain in full force and effect.

**AGREED:**

**EXECUTIVE DIRECTOR**

**ASSOCIATION OF CORPORATE COUNSEL  
AMERICA NEW JERSEY (NJCCA) CHAPTER  
INC.**

By: \_\_\_\_\_



President



## **EXECUTIVE DIRECTOR**

(Attachment A)

### **ASSIGNMENT AND RESPONSIBILITIES**

The Executive Director is responsible for the day-to-day administrative operation of NJCCA.

The Executive Director is an independent contractor who may determine the means and methods to deliver the services described herein.

The Executive Director works in accordance with established written policies, written and/or verbal guidance of the President and/or authorized members of the Board of Directors, including adherence to the policies of NJCCA and the Association of Corporate Counsel ("ACC") which may be updated from time to time.

The Executive Director's duties include primary responsibility for the organization and administration of the NJCCA office, which includes organization, development and implementation of all programs and services of NJCCA. The Executive Director is responsible for communication to the Board of Directors as well as making reports to the membership and performing specific assignments as needed.

The Executive Director is further responsible for assuring that specific goals and objectives are carried out in an organized fashion and in concert with the Executive Committee, Board of Directors and the membership.

The Executive Director shall further assist in developing plans for achieving all goals and objectives of NJCCA.

The Executive Director shall provide services in a manner necessary to accomplish the financial objectives established by the Board of Directors and Treasurer.

The Executive Director shall not be responsible for, and shall not engage in, general lobbying, policymaking, or functioning as official spokesperson for NJCCA unless given specific authorization by the Board of Directors.

### **DESCRIPTION OF SERVICES TO BE RENDERED**

#### **General.**

The Executive Director shall:

1. Execute Executive Director Agreement and abide by same including but not limited to the production of monthly invoices with particulars of expenses incurred and, where requested, services provided by project and hours dedicated to each project.
2. Perform services related to the day-to-day operation of NJCCA.
3. In concert with the Executive Committee, Board of Directors, and membership, implement programs and procedures necessary to meet the goals and objectives of NJCCA .

4. Coordinate and manage assigned responsibilities at all NJCCA meetings as requested.
5. Assist in the coordination and implementation of meetings and projects of committees, special interest groups, and task forces as requested.
6. Participate with other agencies and organizations as requested and authorized by the President or Board of Directors with specific responsibilities.
7. Implement policies and procedures as requested by the Board of Directors.
8. Receive, process, and direct individuals and correspondence to appropriate members, committees, or officers of NJCCA.
9. Provide reports as requested to the Officers, Board of Directors and membership.

#### **Financial/Accounting Procedures/Responsibilities**

10. Maintain the day-to-day financial operations (accounts payables, accounts receivable, general ledger and financial reports of NJCCA). Submit reports when requested by Treasurer, President or ACC.
11. Provide pertinent and accurate accounting and financial data to the Treasurer for Board of Directors meeting presentation.
12. Submit to the Treasurer a monthly accounting of accounts receivable, accounts payable and bank balances regarding all NJCCA operations in a clear and legible fashion. Ensure all reports are readily reconcilable.
13. Receive revenue generated through all NJCCA activities. Prepare bank deposits for cash and send directly to the designated bank. Send copy of all deposits slips and checks to the Treasurer when deposits are made.
14. Receive all requests for checks, expense reimbursements and bills and any other financial obligation generated by activities of NJCCA, get appropriate approvals for payment and generate and sign checks in payment of such obligations/requests, subject to the other provisions of this section.
15. Generate and sign checks or authorize electronic funds transfer for the monthly payment of ~~to~~ to the Executive Director in accordance with Article 4 of the Executive Director Agreement. Generate checks for reimbursement of out-of-pocket expenses, which shall be signed or approved in writing by the Treasurer or President.
16. Make copies and summary reports for each group of checks available for review and approval by the Treasurer for approval monthly, or at such other interval as agreed by the Treasurer.
17. Prepare invoices for advertisers and take steps to assure that all invoices are paid in a timely manner.

18. Provide a report of NJCCA's account receivables to the Treasurer on a monthly basis or at such other interval as agreed by the Treasurer.
19. Collect registration and exhibitor fees and prepare and send bank deposits according to procedure.
20. Maintain an up-to-date list of all office equipment by description, serial number, when possible, date placed in service, applicable manuals and warranties (including expiration date) and provide a copy of the list to the Treasurer with annual budget submission.
21. Has designated authority by NJCCA to sign contracts up to Ten Thousand Dollars (\$10,000) when contracting for outside professional services for NJCCA activities approved by the Board. All contracts for amounts greater than Ten Thousand Dollars (\$10,000) must be submitted to the Treasurer or the President for approval and signature.
22. Has designated authority by NJCCA to sign checks up to Thirty Thousand Dollars (\$30,000) for obligations authorized pursuant to Section 21 above. Any and all checks for amounts greater than Thirty Thousand Dollars (\$30,000) require the co-signatures of both the Executive Director and the Treasurer or the President.
23. Track inventory monthly.
24. Record every financial transaction and have support documentation for every transaction.
25. Maintain historic information on all vendors in order to negotiate more favorable purchase terms and shop competition (purchase orders noting event/meeting, etc. included).
26. Meet with Treasurer periodically to review transactions, confirm reconciliation of all accounts and support documentation. Support documentation includes purchase orders, all invoices (noting relevant NJCCA activity, date paid, check number), cancelled checks, bank statements, registrant/participant listings, payment approval form signed by authorized individual attached to invoice if invoice over Two Hundred Fifty Dollars (\$250).
27. Work with the Treasurer on the maintenance of appropriate bank or investment accounts for funds of NJCCA.
28. Issue credit memo (good for twelve (12) months only) or return participant/registant check for no-shows. Identify problem accounts and develop steps to rectify them.
29. Reconcile bank accounts on monthly basis.
30. Use consistent and accurate accounting entries.
31. Record all checks received against registrant list prior to deposit into NJCCA's bank account.



## **Membership**

32. Assist ACC in maintaining an up-to-date and accurate membership roster; disseminate membership data as needed to the Officers and Board of Directors.
33. Send welcome letter to new NJCCA members and/ or committee members as requested by President and/ or responsible committee chairperson.
34. As and if requested perform at least one bulk mailing (which can be sent electronically) per year to be sent with "Address Correction Requested" to ascertain integrity of the membership database.

## **Newsletter/Directory**

35. Work closely with the Newsletter Liaison/Directory Liaison in preparation of newsletters and Annual Directory for printing and distribution.
36. Interview and make recommendation on graphics firm and printers, when necessary. Maintain a close working relationship with selected firms to assure that Chapter funds are well spent on a quality publication at competitive rates.
37. Proof newsletter and directory, prepare for electronic mailing of newsletter and deliver to post office for shipment those materials sent by regular mail.
38. Maintain and control the distribution of official NJCCA stationery in order to prevent distribution to unauthorized persons. Stationery is for the use of the office, Board of Director members or approved Task Force or special committee chairpersons only.
39. Assist Directory Liaison in determining most efficient and cost-effective method for selling advertising space in the Membership Directory. Negotiate contract with outside marketing group if required and serve as marketing group contact.

## **Program/Event/Services to Board of Directors**

40. Maintain current database on all past guests, speakers and sponsors of programs and annual meeting/ receptions.
41. Research, recommendation and contracting meeting site, when applicable.
42. In conjunction with President and Committee and Program Chairpersons, plan time schedule, order of business, social, meals, room assignments, equipment need if any.
43. Distribute initial information to participants 2 weeks ahead of time with follow-up information no later than 10 days ahead of program/event time. Include special accommodations form/reference.
44. Compile and distribute list of participants to the appropriate Board of Director members.
45. Prepare name tags and participant packets as needed. Packets should include follow-up evaluation form.

46. Compile and distribute evaluation results as soon as possible after the program. Disseminate to Committee Chair/Program Liaison/President.
47. Assist in the development and distribution of Board of Director meeting agendas. Send meeting reminders to members of the Board of Directors a minimum of 1 week in advance and make arrangements for meeting location, refreshments and materials.
48. Take Board of Directors minutes of meetings and process and distribute within two weeks of said meeting.
49. Solicit advertising, exhibitors, and sponsors for the conference and seminars.
50. When requested, locate suitable annual meeting/cocktail sites, negotiate contracts for hotel, food & beverage arrangements, display sponsor services/ publications, ensure audio/visual services, if necessary, speakers and others in support of all annual meeting/cocktail receptions of NJCCA.
51. Maintain supply of name tag stock, Certificates of Participation, receipt books as needed for each program and annual meeting.
52. Handle copying and mailing of meeting brochures/flyers. Secure mailing labels for those components contiguous to meeting. Brochures/ flyers should be mailed no later than 2 weeks prior to meeting date.
53. Compile list of registrants and keep Program and Committee Chairpersons regularly advised of numbers.
54. Publicize programs, Board of Director meetings, annual meeting and cocktail reception in component newsletters and appropriate printed news media.
55. Be available on-site at Major Programs as defined in the Executive Director Agreement, Board of Director meetings and act as a consultant for such meetings in any manner requested. Attend Committee meetings as requested by the Chairperson. For others programs, the Executive Director will coordinate attendance by a designated NJCCA representative.
56. Work with appropriate state authorities to obtain and maintain CLE accreditation of NJCCA and its programs for New Jersey and New York, and upon request of the NJCCA Executive Committee, Pennsylvania. Additionally, maintain all necessary records to maintain our NJ and NY CLE approved provider status. Provide attendees with the required CLE certificates for NJ, NY and as appropriate, PA.

#### **Office Maintenance**

57. Staff telephone and be accessible to membership by maintaining flexible business hours.
58. Maintain NJCCA office, mailing address, telephone, and all office equipment.
59. Obtain and monitor use of bulk mailing permit for NJCCA's use as required.



60. Research and make recommendations to the President and Treasurer and to the full Board, if requested, for acquisition of additional office equipment or major supplies.
61. Develop Operations Manual with exhibits of work product, vendor lists, location of files, etc. for all responsibilities. Provide manual and annual updates to Secretary.
62. Serve as custodian of records belonging to the NJCCA, including but not limited to the maintenance of files, reports, correspondence, and publications (see ACC retention guidelines). Maintain a current four-year file of all meeting minutes and have them available for reference at the Board of Director and Executive Committee meetings, when requested.
63. Serve as custodian of all NJCCA electronic records and maintain up-to-date files on ACC electronic file server with IntraLinks, in accordance with ACC document retention policy.