

ALASKA TRAILS

Date: November 13, 2007

Alaska Trails Board Meeting Teleconference Minutes

1. **Call to Order: 12:13 PM**
 - a. Attendance: Geoff Orth, Blain Anderson, Ken Pendleton, Wayne Biessel, Jack Campbell, Bob Gorman
 - b. Proxy: Lindsay Winkler(Geoff), Dan Chagnon(Jack Mosby).
 - c. Not in Attendance: Karl Kassel
 - d. Members: Jillian Morrissey, Sarah Zablocki, Jack Mosby,
 - d. Guests: Warren Templin (MSB)

2. **Changes to the Agenda** Item 6c – Advisory Board, 8b – Greatland Trust

3. **Approval of the Consent Agenda:** - Tabled from September
 - a. Approval of the Aug – September and October 2007 Monthly meeting minutes, (*October meeting was cancelled due to lack of a quorum.*)
 - b. Approval of the Aug-Sept, and October Treasurer's Reports
 - c. Approval of the Executive Summary.

Jack M moved, Ken seconded, Approved.

4. **Board Action Items**
 - a. Confirmation of a contract of employment with Jillian Morrissey as Executive Director

Jack C moved to confirm, Jack M seconded, Approved.

 - b. Add Jillian to our bank account. Approve obtaining a credit card for her use. (*see employment contract for details*)

Jack C. moved, Jack M. seconded, Approved.

 - c. Exhibit Space at the AK Forum for the Environment: Feb 11-13. \$150 w/o electricity, \$75 with electricity.

Geoff moved to approve the amount for \$225. Ken seconded. Approved.

5. **Executive Director's Report: (NEW)** Jillian was present and brings an impressive resume to her position as the Executive Director. See the Executive Summary. WELCOME.

6. Board Discussion Items:

- a. Office space – Refer to Executive Committee to finalize.

Bob Moved Geoff seconded. Approved.

- b. Policy on Per Diem – Attached to the August 14, 2007 Minutes.

Blain moved, Ken seconded, Approved.

- c. Advisory Board – Should we form an advisory board to broaden the scope of Alaska Trails. Consensus was to form committees for special purposes. The organization is too small for an advisory board. Blain will look into this matter further.

7. Trail News:

- a. Winter Trails Day Update: Jack M. – Scheduled for Jan 12 at Mile 10.6 of the Hatcher Pass Road. Matsu Borough will lead the effort and will have some help from the Matsu Trails Council. Additional dates are Jan. 19 with the Alaskans for Palmer Hay Flats at Reflection Lake and Feb. 16 with the BLM and REI at the Campbell Creek Science Center. More info to follow.
- b. MSTC – Has completed the purchase of a Trail Flail. This unit will be available to non-profit organizations and will be rented out to other organization. The Trail Flail is an articulated mechanized brush cutter.
- c. Other Winter Trail Events – Wayne, The US Ski Team championships are coming up in March. The Winter Olympics will be showing up also. Dates to be determined.,

8. Project Updates:

- a. Eska Falls: Jack M. – Working on three different trail routes. Working on a new one on the hiking trail alignment and rerouting two existing ATV routes. Work to be completed in the Spring
- b. Greatland Trust Trail - Board should be receiving an agreement to proceed with the work shortly.
- c. Gold Rush Trail – We will have an update on our web page on this.

9. Adjournment: Ken moved, Jack M. seconded. Adjourned 12:48 PM.**10. Membership Update:**

As of 11-12-07 we have 100 total - 5 agencies, 3 businesses, 16 families, 64 individuals (2 lifetime, 2 comped), 1 student, and 11 trail organizations (5

11. Prepared By:

Jack Campbell, Secretary

ACTION ITEMS

1. Hiring announcement to newsletter, Webpage, Other media sources.
2. Blaine to look into Advisory Council.
3. Get Jillian set up at the bank.
4. Acquire exhibit space at the AK Forum for the Environment.

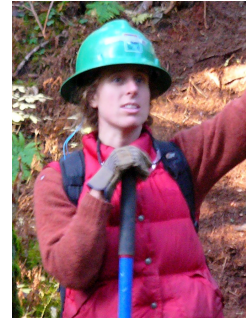
Reminder: Next meeting—December 11th, 2007, Noon to 1 PM

ATTACHMENTS

1. Alaska Trails Executive Summary
2. Employment Agreement

EXECUTIVE SUMMARY FOR NOVEMBER 12, 2007**1. We are ready to hire AN EXECUTIVE DIRECTOR!!!**

Jillian Morrissey will be offered the position. Her former positions as a trail crew leader, as Corps Director for SAGA, and as a trainer at several of our trails trainings, make her uniquely qualified to be our Jillian has a MS in environmental education, and is a contributor to the training manuals. We couldn't be excited to welcome such a professional trail builder, articulate advocate, and well-qualified member of the community on board.



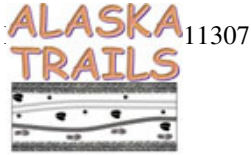
basic
ED.

more

trail

2. We'll need board action at the November teleconference confirm Jillian's hire and to add her to our bank account and to get a credit card.
3. **Thanks** to all members of the Hiring Committee who attended interviews and edited documents... a great effort was made by all! (*Geoff is trying to share the credit but he did the lion's share of this process. BA*)
4. **PSAs** "Wear your helmet" and "OHV safety and 17(b) easements" PSAs are being aired in select regions of the state.
5. **Erin Whipple and Howard Davis** have both resigned from the Board. We would like to fill their seats. We also need someone to step up into an officer position. I'll remind the Board that Geoff is doing double duty as President and Treasurer. Please pass on any names to Blain.
6. **Exhibit Space at the AK Forum for the Environment:** The cost per exhibit booth is \$150 for Non-Profit organizations. Exhibit spaces are 8-by-10'. Lisa H. has agreed to refund our cost since we will be participating with them at the Forum presentation on sustainable ATV routes on Monday and Friday.
7. **Office Space:** Nat'l Park and Conservation Association is fixing the internet connection in their rental office and the rent has been lowered (less than \$400/month) due to lack of a parking space. Submitted by Jack M.
8. **Winter Trails Day Update:** Jack M.-
9. **Eska Falls:** Jack M.-

Prepared by Blain Anderson



12/13/07

EMPLOYMENT AGREEMENT

Employment Agreement, between **Alaska Trails** (the "Company") and **Jillian Morrissey** (the "Employee").

1. Employment Agreement. The Company employs the Employee on the following terms and conditions:

2. Term of Employment. This agreement will begin on 14 November 2007, and may be terminated by either party pursuant to Section 6 below.

3. Duties and Position. The Company hires the Employee in the capacity of Executive Director. The Employee's duties are specified in the Company's By-Laws and the Task Allocation may be reasonably modified at the Company's discretion from time to time. The Company will provide the Employee with a position description and an annual work plan. The Employee will serve a six (6) months probationary period with at least bi-monthly employment, work plan, and project progress reviews with the Company and then monthly thereafter prior to each board meeting. The employee shall keep up-to-date records of all work contacts and project files made in their work efforts for the Company. Office space and normal office equipment including a computer, telephone, and internet access shall be provided by the Company in Anchorage. General office hours, subject to flex-time as determined by job requirements, will be Tuesday, Wednesday and Thursday (9:00am to 6:00pm, one-hour unpaid lunch time) unless otherwise arranged in writing; and telecommute six hours per week from the Employee's home residence

4. Supervision. The Company's Executive Committee or their designee shall supervise the Employee.

5. Confidentiality of Proprietary Information. Employee agrees, during or after the term of this employment, not to reveal confidential, financial, membership information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, the Company shall be entitled to terminate the Employee and/or seek an injunction restraining the Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.

6. Termination of Agreement. Without cause, the Company may terminate this agreement at any time upon thirty (30) days written notice to the Employee. If the Company requests, the Employee will continue to perform his/her duties and may be paid their regular salary up to the date of termination.

Without cause, the Employee may terminate employment upon thirty (30) days written notice to the Company. Employee may be required to perform his or her duties and will be paid the regular salary to date of termination.

Notwithstanding anything to the contrary contained in this agreement, the Company may terminate the Employee's employment upon **fourteen (14)** days' notice to the Employee should any of the following events occur:

- (a) The Company's decision to terminate its business and liquidate its assets; or

- (b) The merger or consolidation of the Company with another company; or
- (c) Bankruptcy, insolvency, or chapter 11 reorganization.
- (d) Lack of funding as referenced in Section 7(f)

Any misuse of funds, equipment, embezzlement, or other gross misconduct may result in immediate termination.

7. Compensation. The Company shall compensate the Employee based on the following terms and conditions:

A. Salary. The Company shall pay Employee a salary of \$750 for 30-hours per week for the services of the Employee during their probationary time period. It shall be payable at regular monthly payroll periods by the 15th of the following month when Employee services are provided. The Company must approve any overtime time in advance.

B. Reimbursement of Expenses. The Employee may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. All expenses over \$250.00 shall require prior Executive Committee approval before they are expended. The Company shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures including receipts, for the actual expenses; use of the Employee's personal vehicle shall be logged and compensated at \$0.485/mile. The Company shall provide the Employee with a Company credit card for use during travel and nominal office expenses (not to exceed \$250 unless prior written notice is given). Employee agrees to reimburse the Company for any unauthorized expenses and further agrees that the amount of any unauthorized expenses may be deducted from amounts due the Employee upon separation of employment.

C. Personal Days. The Employee shall be entitled to accrue 1.0 hours of a Personal Day for every 10 hours worked. It is at the Employee's discretion how these days are used (personal, leave, and/or sick day), but shall be recorded on their time sheet as a personal day or personal hour (smallest increment shall be one {1} hour). A Personal Day shall be the same time period as their normal workday and cannot exceed their accrued total. Personal Days may accrue beyond a year and may be used while in travel status subject to prior approval with the supervisor. Non-sick personal days need to be scheduled in advance with the supervisor. Employee may not, however, carry over more than twenty-six (26) days of Personal Days from one calendar year to another. Non-paid leave may be taken with the prior approval of the Executive Committee.

D. Holidays. Holidays (11) shall be paid at the Employee's prevailing salary not to exceed their normal workday hours. Holidays shall conform to those followed by the State of Alaska.

E. Benefits. The Company will split 50/50 the cost of major medical insurance (\$3,000,000 coverage, w/ \$1,000 deductible) during the Employee's probationary period. No retirement benefits will be provided which shall be the employee's responsibility. The Company shall provide "Workers Compensation Insurance." The Company shall pay to the Employee's estate any compensation due through the end of the month in which death occurs, plus one month's salary if the Employee should die during the term of employment. Major medical insurance for the Employee after the probationary period is negotiable. However, the Company shall always reserve the right to adjust, alter, or change such insurance benefits on reasonable notice.

F. Incentive. The Company has approximately \$35,000 dedicated to this position and it is the Employee's responsibility to raise additional funding through contracts and/or projects relating to the Company's mission. Because this agreement is dependent on finding new sources of funds, lack of funding is cause for termination if the Employee fails to secure additional revenue to the Company.

8. Assistance in Litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

9. Effect of Prior Agreements. This Agreement supersedes any prior Employment Agreement between the Company or any predecessor of the Company and the Employee.

10. Limited Effect of Waiver by Company. Should the Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

11. Severability. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.

12. Assumption of Agreement by Company's Successors and Assignees. The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

13. Oral Modifications Not Binding. This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by both parties.

Signed this:

____ day of _____ 20____

____ day of _____ 20____

Geoffrey Orth, President

Alaska Trails
PO Box 140264
Anchorage, AK 99514-0264
907.479.0014
office@alaska-trails.org

Jillian Morrissey

Address: _____
Phone: _____
Email: _____

Emergency contact: _____
Address: _____

Phone: _____
Cell: _____
Email: _____