

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2023, by and between the **Thomas Jefferson Planning District Commission**, a Virginia planning district commission, (“TJPDC”), and **Christine E.B. Jacobs** (“Employee”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the Thomas Jefferson Planning District Commission desires to employ the services of Employee as Executive Director of the TJPDC, as provided by the Regional Cooperation Act (§ 15.2-4200 et al. of the *Code of Virginia*) and the Charter of the Thomas Jefferson Planning District Commission; and

WHEREAS, it is the desire of the Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Commission to (1) retain the services of Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating employee's services at such time as she may be unable to fully discharge her duties or when the Commission may desire to otherwise terminate her employ; and

WHEREAS, Employee desires to accept employment as Executive Director of the Thomas Jefferson Planning District Commission; now

THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The Thomas Jefferson Planning District Commission hereby agrees to employ Employee as Executive Director to perform the functions and duties of Executive Director as specified in the Commission's Charter and policies and to perform such other legally permissible and proper duties and functions as the Commission shall from time-to-time assign.

Section 2. Term

A. This agreement shall be for a one (1) year term ending September 7, 2024. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 9, paragraph A, of this agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with TJPDC subject only to the provision set forth in Section 9, paragraphs B and C, of this agreement.

C. In the event written notice is not given by either party at least sixty (60) days prior to the termination date as herein provided, this agreement shall be extended on the same terms and conditions for an additional one (1) year term and shall continue to renew annually until the required notice is given by either party.

Section 3. Salary

The TJPDC agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$115,721.50 payable in installments at the same time as other employees of TJPDC are paid. Employee will be evaluated by June of each year by the Commission or a committee thereof, at which time, TJPDC may, in its sole discretion, increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the Commission may determine it is desirable to do so on the basis of that performance evaluation and such other factors as it may determine. Any salary increase awarded shall be effective for the pay period beginning July 1 of the next fiscal year.

Section 4. Hours of Work

It is generally expected that the Employee will maintain regular office hours consistent with the established normal business hours of TJPDC. However, it is recognized that Employee must devote significant time outside normal office hours to the business of TJPDC, and to that end Employee will be allowed to take compensatory time off up to an equivalent amount of time worked beyond those of normal office hours.

Section 5. Automobile Allowance

The Employee may use her personal automobile for Commission related business. Mileage will be reimbursed at the rate approved by the Commission for all employees and trip reimbursed mileage will be from Commission office to destination and return. The Employee shall be responsible for paying for any liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said personal automobile.

Section 6. Dues and Subscriptions

TJPDC agrees, at its sole discretion, to budget and to pay the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of TJPDC.

Section 7. Professional Development

A. TJPDC agrees, at its sole discretion, to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for TJPDC, including but not limited to state, regional and local governmental meetings as mutually agreed upon by the Employee and the Commission.

B. TJPDC also agrees, at its sole discretion, to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Commission.

C. TJPDC also agrees, at its sole discretion, to budget and to pay for education assistance, at a 1:1 ratio, that contributes to Employee's value to the TJPDC.

Section 8. General Expenses

A. TJPDC agrees that it will reimburse Employee for the reasonable costs of her personal cellular telephone or provide her with such a phone, at her discretion. Employee will also be provided a parking garage pass at the expense of TJPDC.

B. TJPDC recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Director of Finance is hereby authorized to disburse such monies upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits.

Section 9. Termination and Severance Pay

A. In the event Employee is terminated by the Commission before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of Executive Director, TJPDC agrees to pay Employee a lump sum cash payment equal to ninety (90) days aggregate salary, provided, however, that in the event Employee is terminated because of conviction of any illegal act involving personal gain to her, TJPDC shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns her position with TJPDC before expiration of the aforesaid term of employment, then Employee shall give TJPDC no less than sixty (60) days notice in advance.

C. In the event the Executive Director leaves TJPDC employment for any reason, the Executive Director agrees she will not represent any interest, other than a personal interest, before the Commission for a period of one year from date of separation, without prior approval of the TJPDC.

Section 10. Other Terms and Conditions of Employment

A. TJPDC shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the *Code of Virginia*, or any other law.

B. The Employee will accumulate annual leave at a rate of 18 days per year. All provisions of the *Code of Virginia* and regulations and rules of TJPDC relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of TJPDC. This shall be in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

Section 11. General Provisions

A. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

B. This agreement shall become effective commencing September 7, 2023.

C. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Thomas Jefferson Planning District Commission has caused this agreement to be signed and executed in its behalf by the Chairperson of the Commission, and the

Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

Ned Gallaway, Commission Chair
Thomas Jefferson Planning District Commission
Charlottesville, VA 22902

Christine Jacobs