

BOARD MEETING
January 29, 2010
JJ's Contract
Attorney Present

Present:
Mike Zonnefeld
Ron Sipp
Joey Curtis
June Behan
Bobbe Dexter
Lenci Loring
Nancy West
Jan Kaufman

Revised and Corrected 3/18/10

The purpose of this meeting was to discuss the contract for Jeff Jaster, property manager, in the presence of our attorney, Carolyn Goldschmidt.

Mike brought the meeting to order at 5:14 pm.

Carolyn said there must be an "out" clause, for both the Association as well as the employee. She feels that JJ must be feeling insecure at this point. I am certain that "JJ is saying if you give me some security then I will be willing to work at the same rate."

Joey Curtis said what if there is an extreme financial downfall and we aren't able to pay JJ at the same rate. Carolyn replied that our income comes primarily from our dues assessment. This contract is for 2 years and one month. She doesn't see this community in any dire straights during this time. However, the contract can always be review and changes made as necessary at any time.

Joey asked why is a contract necessary. JJ has expressed an interest to stay here for 5 more years. She went on to say that she feels any future boards will probably have no desire to change this.

Carolyn responded by saying that she feels a contract is necessary because of all of the dissention in this community over the past several years. JJ has been affected by this dissention. Hopefully this 2 year 2 month contract will go along way to give this community the services we expect.

Nancy West stated that she is sure he (JJ) will feel more secure by a contract like this one.

Lenci moved that this Board adopt the contract as written, June 2nd this motion.

Discussion: From the floor

John Carlson asked if JJ can't work due to injury, is there something written.

Reply, yes, there is a disability clause in the contract.

John also asked what if he (JJ) wants to leave early.

Ron replied that the Contract states he must give us a 90-day notice; this will give us the time to find someone and have him or her trained.

Carolyn responded to an audience question asked by Jim Kelly. (The tape didn't pick up the specific question) by saying that the State of Arizona cannot force any Homeowner Board to have a management company.

2.3.1 regarding the amount of time JJ works – questioned. The word “substantially” was questioned by Jim Kelly. Carolyn said that word doesn't bother her.

Joey questioned 6.1 “reasonable accommodations” which Carolyn replied refers to the Federal Law – American's with Disability Act.

Joey then asked if “JJ has back surgery and cannot do the job because he's in a wheel chair” does this mean the association will have to employ two people to do the job.

Carolyn replied, using Joey's example that the Association could terminate JJ or work out another arrangement and hire someone to fill in until JJ can get back to work. This is in the contract.

An audience member Brenda Jean _____ still wants to take out the word “substantially”.

Carolyn replied that she referred this Board to a Labor Law Attorney who wrote this contract and if she used the word “substantially” she must have had a good reason so Carolyn feels it should remain.

Ray Raimondi asked about JJ doing a diagram of water lines, gas lines, etc.

Ron replied that he has a map of where many of these are located provide to him by Jan Kaufman whose Father drew up these charts when the Association was first developed. Ron also stated it is in this contract that JJ would update all of these lines.

Joey asked where it states this. Ron quoted that it states JJ will draw up a diagram. . .

Question about a Confidentially Agreement that JJ signed. Ron replied “he did not” sign such an agreement. Ron thought he had but after talking to JJ, again, he found out he did not sign such an agreement.

Joey stated, “back to the confidentiality issue, wouldn't it be a good idea if he signed something saying he would keep in confidence what homeowners said . . .”

Carolyn replied that it could be a dangerous agreement because anything about gossip is hard to maintain.

Audience question about JJ doing after hours work for individual homeowners. Ron replied that the contract specifies that he has to work from 8:00 – 5:00 on Association business, what he does after that is his own business.

Joey asked about 3.1 regarding bonuses . . .

Carolyn asked, has he getting bonuses regularly? The reply was Yes. You can always give him more or less.

Joey said: 5.1.2 please. “Isn't it the Board's decision what is reasonable and not JJ's?”

Carolyn said in the law sometimes you can't define a list or scope of duties so you put in the word reasonable.

Joey said “Okay, 7.2 there is nothing in here about arbitration “

Carolyn said that arbitration isn't necessarily a good thing.

Joey referred to Exhibit A, and 4.1.5 stating that JJ must receive Board approval for anything over \$1000.

The Board directs JJ to get the bids and quotes (for an assigned project).

Dee Ruelas asked Carolyn if she feels that she could defend this contract if it should go to court.

Carolyn said, "I believe so". "I'm not confident I could win because I'm not sure what the circumstances are. . . but yes, there are always room for accommodations in this contract.

Mike asked for the Vote. "All those in favor of the Contract as Is"
The vote was 5 to 3. The Contract for JJ was accepted.

The No's were:

Joey Curtis
Bobbe Dexter
Nancy West

The Yeah's were:

Mike Zonnefeld
Ron Sipp
Lenci Loring
June Behan
Jan Kaufman

June Behan made the motion that the meeting be adjourned at 5:55 with Bobbe Dexter making the 2nd.

Mike Zonnefeld, Board President and JJ are to sign the Contract on Saturday, January 30, 2010.

Respectfully Submitted
Jan Kaufman, Secretary