

FARGO-MOORHEAD
SYMPHONY
ORCHESTRA

**FARGO-MOORHEAD ORCHESTRAL ASSOCIATION
EMPLOYMENT CONTRACT - MUSIC DIRECTOR**

This Agreement is entered into this 27th day of June, 2019, by and between the Fargo-Moorhead Orchestral Association, hereafter referred to as "Symphony" and Maestro Christopher Zimmerman, hereafter referred to as "Zimmerman," and will be effective June 1, 2019 and will expire May 31, 2022.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and the reliance the Symphony and Zimmerman place on the promises each makes to the other because of this Agreement, the Symphony and Zimmerman agree as follows:

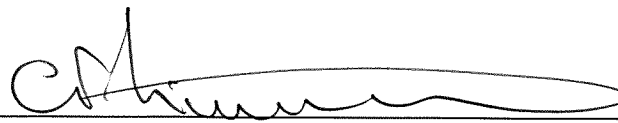
1. This Agreement will be for a Term of three (3) years from June 1, 2019 to May 31, 2022. The Symphony and Zimmerman agree that if one or both parties wish to terminate the contract herein, that it be done by each November 30 for the following season.
2. During the Term of this Agreement, Zimmerman shall use his best good faith efforts to the best of his professional ability to serve as Music Director of the Symphony, and in so doing shall perform all other services customarily performed by a Music Director and conductor.
3. Zimmerman shall complete such auditions, such rehearsals and all other things as may be necessary to present the ten (10) (five pair) Masterworks Series subscription concerts. Additional concert season offerings may vary from year to year based on feasibility of events and the joint consent of the Symphony and Zimmerman.
4. With the exception of the first season, Zimmerman may arrange, at his expense, to have a guest conductor complete the rehearsals for and the performance of one (1) concert series during each season, but Zimmerman shall personally perform all of the other terms and conditions of this Agreement. This may be expanded based on a mutual decision by Zimmerman and the Board of Trustees.
5. In addition to the forgoing, Zimmerman shall fulfill all of the duties and responsibilities described in the position description, a copy of which is attached as Exhibit A, with the understanding that the position description may be amended periodically per mutual agreement.
6. Without limiting any of the forgoing, Zimmerman agrees to be in Fargo, North Dakota, Moorhead, Minnesota or the immediate vicinity for a period of seven [7] days prior to each scheduled concert (arriving in time for the Sunday evening rehearsal) unless otherwise agreed upon by both the Symphony and Zimmerman. At some agreed-upon date in the season, Zimmerman needs to be in town for two days (Friday afternoon) to take part in annual Auditions. In addition, Zimmerman agrees to be in town a minimum of 2 additional days twice per season for the purposes of planning, donor relations, and other organizational activities. The schedule of these 4 additional days, which will added to existing concert weeks (for example, arriving on a late Thursday/early Friday OR departing on a late Tuesday/early Wednesday), will be agreed upon by Zimmerman and the Executive Director.

7. Zimmerman shall be available, when his schedule permits during concert weeks, to assist the Symphony's Board of Trustees and staff with development efforts.
8. The Symphony and Zimmerman intend for this Agreement to define and create an employer-employee relationship between the Symphony and Zimmerman.
9. As compensation for the services Zimmerman shall perform as Music Director, the Symphony shall pay Zimmerman a salary of \$61,200 for the 2019-2020 season, \$62,424 for the second season, and \$63,672 for the third season. This equates to a 2% annual raise, which is commensurate to the 2% annual raise of FMSO musicians and administrative staff. Payment of the salary shall be made by biweekly check. VB
10. Airfare allowance shall be \$450 per trip x 6 (including one for Auditions in non-Masterworks weeks), spread over 52 weeks in your biweekly paycheck. If the Association requires you to fly to Fargo on an additional trip for any other reason, you will be reimbursed for that flight directly.
Additional sum of \$80 per trip Additional luggage & tax expenses to be charged separately
11. The Symphony also agrees to provide suitable hotel accommodations. Every effort will be made to secure the same hotel throughout the season, though this is not guaranteed.
This stipend to be reviewed at the end of the season & adjusted as necessary
12. Any additional services requiring Zimmerman will be paid as additional salary at a rate to be mutually agreed upon. In addition, the Symphony will pay all expenses for any additional events or promotions requiring Zimmerman to be in the Fargo-Moorhead area. ATJ
13. Zimmerman shall be entitled to no other compensation for health insurance, life insurance, pension, disability insurance or any other similar benefits.
14. Zimmerman shall pay all expenses incurred by him necessary for him to perform this Agreement including, but not limited to, meals, clothing expense and all other expenses. The Symphony will provide a car for Zimmerman's use while he is in Fargo-Moorhead.
15. If there is an emergency which prevents Zimmerman from fulfilling any of the terms of this Agreement, the Symphony will secure the services of a substitute conductor. Zimmerman will forfeit 20% of his conducting salary (which is considered for these purposes to be his annual salary minus \$10,000) for each Masterworks concert series for which he is absent.

FARGO-MOORHEAD ORCHESTRAL ASSOCIATION

BY: 
 Mike Aasen, Chair
 Fargo-Moorhead Orchestral Association Board of Trustees

DATE: 6-27-19

BY: 
 Christopher Zimmerman, Music Director/Conductor

DATE: 9/6/19