STAFF REPORT

MEETING DATE:	**November 21, 2024**
SUBJECT:	**Renew Executive Director Employment Agreement**
AGENDA ITEM:	**6**
STAFF CONTACT:	**Sean Tiedgen, AICP, Executive Director**

STAFF RECOMMENDATION:
It is recommended that the board of directors authorize the chair to sign the attached employment agreement with the executive director which maintains the same benefits, provides a five percent salary increase, and extends the term for three years ending on July 1, 2028.

DISCUSSION:
At the October 31, 2024, board meeting, the SRTA Board of Directors approved formation of an Ad Hoc Committee to review and negotiate a draft contract extension agreement with the executive director for consideration by the board of directors. The Ad Hoc Committee met on November 13, 2024, to review the executive director's performance including input provided by the Fiscal & Policy Committee, review the 2024 salary compensation study, and drafted a contract extension agreement for consideration by the executive director. The attached agreement has been reviewed, negotiated, and agreed upon between the Ad Hoc Committee and executive director and is recommended for approval.

This agreement extends the contract terms for three years from the current agreement until July 1, 2028, and provides a five percent salary increase above the current salary effective January 1, 2025. Legal counsel reviewed the agreement and recommended removing Section 4(B) related to executive director expense allowance as the board of directors reviewed and addressed this item at the June 2022 board meeting. All other contract provisions remain unchanged from the current agreement. With the recommended action the Ad Hoc Committee would conclude.

ALTERNATIVES:
The board of directors could discuss revising the terms. This may require the item to go back to negotiations between the Ad Hoc Committee and the executive director.

FISCAL IMPACT:
The agreement includes a five percent annual salary increase to the base pay from $181,688 to $190,776, starting January 1, 2025.

Sean Tiedgen, AICP, Executive Director

Attachment: Draft Employment Agreement Executive Director

SHASTA REGIONAL TRANSPORTATION AGENCY

EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR

This Agreement is between the SHASTA REGIONAL TRANSPORTATION AGENCY ("SRTA") and Sean Tiedgen ("Executive Director") for the Engagement as the Executive Director of SRTA.

RECITALS

1. The SRTA requires the services of an individual to serve as Executive Director and to perform the duties and obligations assigned to that position as set forth in the Human Resource Polices ("Policies") of SRTA.

2. The Executive Director has the background and expertise necessary to perform the role of Executive Director of SRTA.

3. The Executive Director was initially hired on April 25, 2022, and SRTA desires to retain the services of the Executive Director.

AGREEMENT

1. Duties – The SRTA agrees to employ the Executive Director and the Executive Director agrees to perform the duties, obligations and the functions assigned to the position of Executive Director as set forth in the Policies adopted by the agency and such other related duties as the SRTA Board of Directors may direct.

2. Term – This Agreement shall commence on the date of last signing below, and shall continue until July 1, 2028, unless amended or sooner terminated as provided in this Agreement.

3. Compensation – The Executive Director compensation shall be at a rate of $190,776 annually, effective January 1, 2025. The Executive Director will remain eligible for cost-of-living increases applicable to all staff if specifically authorized by the board for the Executive Director. The Executive Director shall receive his paycheck at the same time and in the same manner as regular SRTA employees.

4. Benefits – The Executive Director shall receive all benefits and leave as set forth in the Policies as they apply to the Executive Director except that in-lieu of payment of the standard SRTA portion of PERS medical benefits, the Executive Director may decline enrollment and receive a $300 per month in-lieu payment when suitable evidence of alternative insurance coverage is provided.
~~B. The provision for Expense Allowance (5.10.020(F)) shall not apply. The policy will be revisited by the Board at a future meeting.~~

5. Annual Evaluation and Compensation Review – The SRTA Board of Directors will annually evaluate the performance of the Executive Director each December and consider total compensation consistent with Section 5.05.040 of the SRTA Human Resources Policies, including consideration of competitive pay for comparable agencies.

6. Travel Expenses/Professional Development – The Executive Director shall be entitled to reimbursement for travel and business and expenses and fees for professional development as set forth in the Policies as they relate to the Executive Director.

7. Termination and Severance – It is hereby agreed and understood by the parties to this Agreement that the Executive Director's position is an "at-will" position. The Executive Director may be terminated by a vote of the majority members of the SRTA Board of Directors with or without cause at any time. In the event of termination, for other than reasons of moral turpitude or gross incompetence, the Executive Director shall be entitled to severance equal to salary and benefits equal to four months.

8. Indemnification – The Executive Director shall be entitled to the protections of Government Code § 995, 995.2 and 825 and related sections relating to the defense and indemnification of public employees.

9. General Provisions – This Agreement shall constitute the entire Agreement between the parties and supersedes all previous agreements.

It is agreed and understood by the parties that this Agreement was arrived at through negotiations and that neither party is deemed the party which created any uncertainty within the meaning of Civil Code § 1654.

If any provision, or any portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall remain in full force and effect.

IN WITNESS THEREOF, the Chairman of the Board of Directors of SRTA has caused this Agreement to be signed and executed in its behalf by the Chairman, approved as to form by Legal Counsel and executed by the employee.

____
Sean Tiedgen
Executive Director

Date: ____________________

____
Mark Mezzano
Chairman of the Board

Date: ____________________

____
John S. Kenny, Legal Counsel