



**Sunset Empire Transportation District**  
**BOARD OF COMMISSIONERS**  
**BOARD MEETING AGENDA**  
**TUESDAY OCTOBER 31, 2023**  
**9:00 AM**  
**900 MARINE DR, ASTORIA, OR**

<https://us02web.zoom.us/j/5148435264>

**1 253 215 8782**

**AGENDA:**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CHANGES TO AGENDA
5. PUBLIC COMMENT (3-minute limit)
6. APPROVAL OF CRAIG JOHNSTON'S AGREEMENT AS EXECUTIVE DIRECTOR
7. ADJOURNMENT

## SUNSET EMPIRE TRANSPORTATION DISTRICT

### EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on this \_\_\_\_\_ day of November 2023 by and between Sunset Empire Transportation District, Clatsop County, Oregon as a duly formed Transportation District under ORS Chapter 267, hereinafter referred to as ("District"), and Craig D. Johnston, Executive Director/Executive Officer, hereinafter referred to as ("Executive Director").

It is hereby agreed as follows:

#### SECTION I EMPLOYMENT

The District hereby employs the Executive Director, and the Executive Director accepts employment pursuant to the terms and conditions of this Agreement.

#### SECTION II TERM/NON-RENEWAL

The initial term of this Agreement shall begin on November \_\_\_\_\_, 2023, and shall expire on June 30, 2024. Unless the District or the Executive Director issues notice of non-renewal at least ninety (90) days prior to the expiration date, this Agreement will automatically renew for an additional term of one year, subject to any salary, goals, or other adjustments, as the parties may agree in writing.

In the event of a non-renewal, the Executive Director shall continue performing their duties at regular pay and benefits until the expiration date, at which time the Executive Director shall be entitled to earned but unused vacation and accrued holiday pay and personal time, subject to the general guidelines of the District.

#### SECTION III DUTIES

Employee's title is Executive Director and in consideration of the compensation and benefits to be paid by the District, Executive Director hereby agrees:

- A. To initiate, administer and supervise all services of the District.
- B. To initiate, administer and supervise all functions and programs of the District.

- C. To supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the District, and to recommend to the District the acquisition of new or sale of used equipment and facilities.
- D. To administer the District's finances within the Governmental Accounting Standards Board (GASB) generally accepted practices and prepare an annual budget in a timely manner.
- E. To hire, and/or end the employment of all personnel necessary to carry out the business of the District.
- F. To perform all other functions necessary to completely and fully administer the District in accordance with the directives and policies of the District.
- G. To participate in on-going training and attend conferences and seminars that benefit the District. The District will provide paid attendance to the Seminars and conferences sponsored by the Community Transportation Association, Oregon Transit Association and Special Districts Association of Oregon as budgeted funds allow. The Executive Director may attend other conferences and seminars as approved in advance by the District Board of Commissioners or its designee.
- H. To report to the Board of Commissioners not less than monthly on the financial and functional status of the District.

The Executive Director shall be bound by all rules, regulations, and policies now in existence or hereinafter adopted by the Board of Commissioners and shall administer the affairs of the District in accordance therewith and pursuant to the laws of the State of Oregon.

#### SECTION IV EVALUATION

The Executive Director, in carrying out their responsibilities, shall demonstrate the following:

- A. Ability to cooperate with the District Board of Commissioners, community citizens and leaders, peer organizations, and neighboring cities, districts and Clatsop County;
- B. Ability to effectively communicate;
- C. Ability to effectively lead District employees and volunteers;
- D. Good work habits as an example to members/employees;
- E. Full and efficient utilization of all facilities and services;
- F. Management skills necessary to maximize the services made available to the patrons and minimize the cost to the taxpayers;
- G. Development of Goals and a Strategic Plan for the District.

The Board of Commissioners (“Board”) shall complete an annual review of Executive Director based upon the above criteria and overall performance of job duties, on or before April 30<sup>th</sup> of each year that this agreement is in effect. Upon such annual performance review, the parties will agree to any compensation adjustments, and any other adjustments that will go into effect for the next year of this Agreement, unless either party notifies the other of its intention not to renew this Agreement, as outlined in Section II.

Additionally, Executive Director shall complete a written report on the performance of the organization as of June 30<sup>th</sup> of each fiscal year and make a presentation to the Board at the September Board Meeting of each year.

It is the duty of the Executive Director to coordinate with the Board Chair to ensure that timely performance reviews and self-evaluations are completed. The procedures for evaluation will be adopted by the District in accordance with the open meeting laws of the State of Oregon, District policies, or combination thereof, as applicable.

This provision does not prevent the Board of Commissioners from administering additional evaluations, either formal or informal, as the Board determines are in the best interest of the District.

## SECTION V COMPENSATION

The District shall compensate the Executive Director as set forth below:

- A. Salary: Executive Director’s base annual salary shall begin at \$104,500 on November \_\_\_\_\_, 2023, through July 1, 2024. Thereafter, the salary will be evaluated each year and be effective from July 1 to June 30 of each fiscal year for the duration of the contract. The Executive Director shall be issued paychecks bi-weekly, in accordance with the schedule maintained by the District Finance Department.
- B. The Executive Director shall be reimbursed for all reasonable and necessary business expenses incurred during their scope of employment providing the expenses are within budget and upon presentation of detailed statements and paid receipts for such expenses as per District policy. Expenditures for conferences or seminars other than those sponsored by the Community Transportation Association, Oregon Transit Association or Special Districts Association of Oregon will be approved in advance by the District Board of Commissioners or its designee.
- C. The Executive Director shall receive \$7,500 for Relocation Assistance.

## SECTION VI BENEFITS

The following items A through K are hereby identified as benefits for the purposes of this Agreement. Each benefit is further defined in Addendum A.

- A. Holidays
- B. Vacation
- C. Sick Leave
- D. Bereavement Leave
- E. Insurances – personal liability, medical, dental, vision
- F. Retirement Plan, IRS 457 Plans
- G. Long Term and Short-Term Disability Insurance Programs
- H. Use of District Property as per District Policy
- I. Any other benefits offered by the District to employees, including but not limited to a Flexible Spending Account and Health Reimbursement Account.
- J. Life Insurance

## SECTION VII AT WILL EMPLOYMENT

The Executive Director serves at the pleasure of the Board.

- A. At Will Status: The Executive Director is, at all times, an “at will” employee who can be terminated at any time, with or without cause. Nothing in this Agreement is to be interpreted as changing the Executive Director’s status as in “at will” employee. The Executive Director is in the highest operational and administrative position in the organization and is, therefore, held to a higher standard of performance, attitude, and personal conduct than other employees. The district has the authority to discipline the Executive Director or terminate this Agreement. In most cases of misconduct committed by an employee at this level either counseling or discharge would be warranted; intermediate levels of disciplinary action would be rare.
- B. Discipline: The District’s general disciplinary policies do not apply to the Executive Director. In the event the District deems it necessary to issue discipline to the Executive Director, the discipline may include performance improvement and/or corrective action plans, reprimands, suspensions, (only in conformance with the Fair Labor Standards Act relating to the exempt position), or prospective reduction in pay. The Executive Director shall have the choice of public or confidential disciplinary proceedings. All discipline processes will be conducted in accordance with the Oregon Open Meetings Law, as applicable.
- C. Termination: this agreement may be terminated by the District as follows;

1. By the Executive Director's death or incapacity preventing him from continuing his employment. If termination occurs in this manner, the Executive Director or his estate shall be entitled to (90) days additional salary.
2. If the Executive Director should be charged with a felony or charged with a misdemeanor involving fraud or dishonesty, or material breach of any obligation under this agreement, the District may terminate him immediately and no severance will be paid.
3. At any time, upon fifteen (15) days written notice to the Executive Director, at the discretion of the Board. In such an event, the Executive Director, if requested by the District, shall continue to render their services up to the date specified in termination.

The Executive Director shall be paid their regular salary up to the date of termination.

In addition, the Executive Director shall be entitled to compensation for all earned but unused vacation, accrued holiday and personal time, subject to the general guidelines of the District.

The executive Director acknowledges that this contract provision cannot be changed or modified by any statement of policy of the District which would tend to indicate that they may not at anytime be dismissed without cause, or that the Executive Director is other than an "at will" employee.

Unless Termination occurs as a result of items 1 or 2 above, the Executive Director shall be entitled to severance pay in an amount equal to three (3) months of compensation under the Director's then current rate of pay. Compensation includes continued enrollment under the benefit program given to management employees for up to three (3) months from the date when written notice of termination was given.

Acceptance of severance pay by the Executive Director shall constitute a waiver and release of all claims of the Executive Director against the District, its Commissioners, Employees, volunteers, agents, or representatives, whether known or unknown to the Executive Director at the time such severance pay is accepted.

Nothing in this Agreement shall be construed to include any special rights of the Executive Director, nor obligations on the part of the District, if the Agreement is not renewed pursuant to the terms set forth in Section II.

D. Termination By Executive Director: The Executive Director shall have the right to terminate this Agreement at any time by giving thirty (30) days written notice thereof the District. The Executive Director should give as much advance notice as possible. The District would prefer ninety (90) days' notice in order to be able to

begin the hiring process. In such an event, the Executive Director shall continue to render services and be paid regular compensation and benefits up to the date of termination. The Executive Director shall receive compensation for any accrued but unused vacation time, holiday and personal; no compensation is received for unused sick leave.

#### SECTION VIII WAIVER OF BREACH

Waiver by the District of any breach of any provision of this Agreement shall operate or be construed as either a waiver of any subsequent breach or a waiver of this provision.

#### SECTION IX AMENDMENTS/CONSTRUCTION

Neither amendment nor variation of the terms and conditions of this Employment are valid unless the same is in writing, references the Agreement, and is signed by both parties. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against a Party. The Parties acknowledge that each has participated in drafting this agreement and thus no presumptions against the drafter shall apply.

#### SECTION X CONTRACT FOR PARTIES ONLY – NON ASSIGNMENT

The provisions of this Agreement are for the benefit of the parties solely, and not for the benefit of third person(s) or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

#### SECTION XI SEVERABILITY/SCOPE

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be over broad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

#### SECTION XII REPRESENTATION

At all times, the District has been represented by its attorney. The Executive Director acknowledges the Executive Director, at all times, has the right to an independent counsel

of the Executive Director's choosing in regard to this Agreement, whether or not Executive Director chose to exercise that right.

SECTION XIII PARAGRAPH HEADINGS

Headings are used solely for convenience and are not to be used in construing or interpreting the Agreement.

SECTION XIV GOVERNING LAWS

The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this Agreement.

SECTION XV ENTIRE AGREEMENT

The parties agree that this instrument represents the entire Agreement between the parties, and that all representations, promises or statements merge with the written Agreement and, unless specifically set out herein are not enforceable.

IN WITNESS WHEREOF, the District, acting through its Board of Commissioners has authorized this Agreement to be signed and executed on this \_\_\_\_ day of \_\_\_\_\_, 2023. The Executive Director has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

DISTRICT:

EXECUTIVE DIRECTOR:

\_\_\_\_\_  
Debbie Boothe-Schmidt  
Title: Chairperson Board of Commissioners

\_\_\_\_\_  
Craig D. Johnston  
Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum A.**

The following items are hereby identified as benefits for the purposes of this Agreement. Each benefit is further defined below.



A. Holidays:

The holidays recognized and observed as paid holidays will be the same as all other district employees.

B. Vacation:

The Executive Director shall accrue twenty-four (24) vacation days per year. The Board requires the Executive Director to use eighty (80) hours of vacation time annually. Unused vacation may be accrued up to a maximum of 400 hours.

C. Sick leave:

The Executive Director shall accrue sick leave at the rate of 8 hours a month, in accordance with the accrual policies set by the Human Resources department for the entire organization.

D. Bereavement Leave:

The Board grants the Executive Director a leave of absence with pay up to four (4) days when a death in the Executive Director's immediate family (as defined in ORS859A.150(3)) requires his absence. Additional days, if needed beyond the four (4) days will be permitted with approval, however, vacation or sick leave will be used.

E. Insurance:

Personal liability on Executive Director and 100% of premium cost for Executive Director and spouse, medical, dental and vision as identified in District's plan within Special Districts Association of Oregon, (SDID).

F. Retirement:

The District shall contribute \$500.00 Per month into District's qualified retirement plan. At his election, Executive Director may contribute individually to such retirement plan as allowed by law.

- G. Long-Term Disability and Short-Term Disability benefits.
- H. Use of District property as per District policy.
- I. Any other benefit offered by the District, including but not limited to Flexible Spending Account and Health Reimbursement Account.
- J. Life Insurance \$50,000.