



# Sunset Empire Transportation District EXECUTIVE DIRECTOR EVALUATION COMMITTEE

Regular Meeting  
March 23, 2026 | 9 to 11 a.m.

**Meeting location:** Astoria Transit Center, 900 Marine Drive, Astoria, OR 97103

**Meeting link:** <https://bit.ly/4lCGt7g> | **Meeting ID:** 232 846 674 209 81 | **Passcode:** R6hF78xR

**Dial in by phone:** 1-872-333-9477 | **Phone conference ID:** 709 621 142#

## Agenda

|                            |  | Action                     | Responsible |
|----------------------------|--|----------------------------|-------------|
| <b>Item 1</b><br>9 a.m.    | <b>Call to Order</b>   |                            |             |
| <b>Item 2</b><br>9:01 a.m. | <b>Pledge of Allegiance</b>  |                            |             |
| <b>Item 3</b><br>9:03 a.m. | <b>Roll Call</b>   |                            |             |
| <b>Item 4</b><br>9:05 a.m. | <b>Elect Chair</b>   | Review/Approval            |             |
| <b>Item 5</b><br>9:05 a.m. | <b>Changes to Agenda</b>   | Review/Approval            | Chair       |
| <b>Item 6</b><br>9:15 a.m. | <b>New Business</b><br>a. Determine staffing needs                 | Information/<br>Discussion | Chair       |
| 9:45 a.m.                  | b. Set meeting calendar  | Review/<br>Approval        | Chair       |
| 10 a.m.                    | c. Discuss evaluation process and<br>timeline   <b>pg. 2 to 10</b> | Information/<br>Discussion | Chair       |
| <b>Item 7</b><br>11 a.m.   | <b>Adjournment</b>   |                            | Chair       |

Times are approximate guidelines and may change.

*This meeting location is accessible to people with disabilities. Upon request, SETD will make reasonable accommodation, including assistive listening devices, sign language interpreters, large print materials, or other auxiliary aids. Please contact Sara Schilling at (503) 861-5370 or [sara@ridethebus.org](mailto:sara@ridethebus.org) at least 48 hours before the meeting to request accommodation.*



**Sunset Empire Transportation District  
EXECUTIVE DIRECTOR EVALUATION COMMITTEE**

## **Item 6c Discuss Evaluation Process and Timeline**

**Date:** March 23, 2026

**Summary:** Executive Director David Carr's employment agreement is attached in support of the evaluation process/timeline discussion.

**Attachments:**

- Executive Director David Carr's employment agreement

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into on this 7th day of May, 2025 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 David Carr, 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 July 1, 2025, and shall expire on June 30, 2026. Unless the District or the Executive Director terminates Executive Director’s employment, or issues notice of non-renewal at least ninety (90) days prior to the expiration date, this Agreement will automatically renew for an additional one-year term subject to any salary, goals, or other adjustments, as their parties may agree in writing. The parties shall negotiate in good faith regarding any adjustments.

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 all earned but unused vacation and accrued holiday pay, 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, functions and programs of the District.
- B. 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.
- C. 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.
- D. To hire, oversee and/or terminate the employment of all personnel necessary to carry out the business of the District.
- E. To perform all other functions necessary to completely and fully administer the business of the District in accordance with the directives and policies of the District and the Board of Commissioners.
- F. 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 the 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 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 \$110,000 on July 1, 2025, through June 30, 2026. 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 paid bi-weekly, in accordance with the District payroll schedule.
- B. The Executive Director shall be reimbursed for all reasonable and necessary business expenses incurred within the course and scope of employment providing the expenses are within budget and upon presentation of detailed statements and 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 must be approved in advance by the District Board of Commissioners or its designee.

## SECTION VI                      BENEFITS

The following items A through J 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
- K. Moving Expenses

## SECTION VII        OUTSIDE EMPLOYMENT

It is understood that the uniqueness of the work to be performed by the Executive Director requires that the District define the limits of “Outside Employment,” and what this contractual Agreement will allow. It is expected that the Executive Director, as the District’s Executive Officer, shall devote his entire attention and energies to the successful fulfillment of his duties. Employment outside the scope of this Agreement for another employer, or the operation of any self-owned/operated business, shall only be allowed with the advance express written permission of the District.

## SECTION VIII        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 an “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 its sole discretion.

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, but is not limited to, 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, with or without cause or reason, upon fifteen (15) days written notice to the Executive Director. 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 the District or a member of the Board of Commissioners that would indicate, either expressly or implicitly, that the Executive Director may not be dismissed without cause, or that the Executive Director's employment is anything other than an "at will".

Unless Termination occurs as a result of items 1 or 2 above, the Executive Director shall be entitled to severance pay in an amount of three month's pay for every full year worked up to a maximum of 50% of annual contract salary. 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 which shall be memorialized in a separately executed severance Agreement.

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 to 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 IX WAIVER OF BREACH

Waiver by the District of any breach of any provision of this Agreement shall not operate or be construed as either a waiver of any subsequent breach or a waiver of this provision.

## SECTION X AMENDMENTS

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.

**SECTION XI            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 XII           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 XIII          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. The Executive Director acknowledges the opportunity to consult independent counsel prior to execution of this Agreement.

**SECTION XIV            PARAGRAPH HEADINGS**

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

**SECTION XV            GOVERNING LAWS**

Interpretation and enforcement of this Agreement shall be governed by the law of the State of Oregon, with venue of Clatsop County.

**SECTION XVI            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 \_\_\_\_\_, 2025. 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:



\_\_\_\_\_  
Rebecca Read  
Title: Chairperson Board of Commissioners

Date: 6/26/25

EXECUTIVE DIRECTOR:



\_\_\_\_\_  
David Carr  
Title: Executive Director

Date: 6/11/25

Sunset Empire Transportation District

**ADDENDUM A**

Wages and Benefits

For

DAVID CARR

EXECUTIVE DIRECTOR

May 2025

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 160 hours of vacation annually. The Board requires the Executive Director to use a minimum of eighty (80) hours of vacation time annually. Unused vacation may be accrued up to a maximum of 320 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 employee and spouse medical, dental and vision identified in the District's plan as offered through Special Districts Association of Oregon (SDAO).

**F. Retirement:**

The District shall contribute 2% to the 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. It is a District policy to allow the Executive Director use of District vehicle for travel. The District will also reimburse the Executive Director for mileage incurred on his personal vehicle while performing District business.**

**I. The District will provide the Executive Director with \$1,500 per year for a Health Savings Account.**

**J. Life Insurance \$20,000.**

**K. Moving Expenses:**

The District will pay moving expenses for the Executive Director's move from Texas to Oregon/Washington for a lump sum of \$20,000.