



S A C O G

SACOG Board of Directors

Item #06-4-9
Consent

April 13, 2006

Approve an Amendment to the Executive Director's Employment Agreement

Issue: To approve an amendment to the Executive Director's employment agreement to incorporate terms as negotiated during his annual performance review.

Recommendation: The Administration Committee recommends that the Board of Directors approve the amended employment agreement for the Executive Director.

Committee Action/Discussion: During the Executive Director's annual performance review, it was agreed that an amendment for his employment agreement would be executed to provide for a sabbatical program, participation in the American Leadership Forum, and that the Board would work during the coming months to develop language for a performance-based pay program.

Additional language has been added in Article 5, Salary, which says the Board will work over the coming months to develop a performance-based pay plan.

Article 13 establishes the terms and conditions for the sabbatical program. Forty hours per year, beginning January 2005, will be set aside in the Executive Director's leave specifically for this purpose. The hours will accumulate annually, so that by 2008 the Executive Director will have 160 hours available for use. The language also specifies that he must provide a plan that identifies a work-related purpose for the sabbatical and a plan for management of SACOG during his absence. Both plans must be approved by the Board prior to the leave being taken. There are also provisions for payment of unused sabbatical leave at the time of the Executive Director's termination.

Article 14 approves the Executive Director's participation in the American Leadership Forum at a cost of \$5,000. The Forum is scheduled to take place in 2007 and will require that he be gone one Friday per month and one additional week for training.

Approved by:

Mike McKeever
Executive Director

MM:KW:gg
Attachments

Key Staff: Karen Wilcox, Director of Finance

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This first amendment to Employment Agreement made between Sacramento Area Council of Governments (hereinafter referred to as "SACOG") and Michael Raymond McKeever (hereinafter referred to as "Employee"), effective April 20, 2006.

WHEREAS, SACOG and Employee entered into an Employment Agreement effective December 17, 2004; and

WHEREAS, SACOG and Employee desire to add certain provisions to the Employment Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Article 5.D is added as follows:

The Board of Directors shall develop a system of performance-based pay that will determine incremental salary adjustments. Each year at the time of the performance review, the Executive Director and Board of Directors shall develop and agree upon a list of performance standards for the subsequent year. The goals for 2006 were established in the memorandum from Mr. McKeever to the Board of Directors dated December 6, 2005.

2. Articles 13.A and 13.B, are added as follows:

13. Sabbatical Program

- A. Beginning January 1, 2005, and on January 1 of each subsequent year, 40 hours of time will be deposited into a sabbatical leave account for the Executive Director. After 160 hours of time has been accumulated in that account, the Executive Director may propose to the Board of Directors a sabbatical leave for no longer than two continuous months. The sabbatical leave will have a work-related purpose and a resulting work product. The proposed sabbatical and work product shall be subject to advance Board of Directors' approval. A plan for management of the organization in his absence, including the methodology for communication between the Executive Director and SACOG during his absence, shall be submitted and subject to advance Board of Directors' approval. The Executive Director shall supplement any time in excess of the 160 hours from his personal leave account.
- B. The cycle for a sabbatical program shall repeat every four years. Should the Board of Directors terminate this agreement, any unused and accumulated sabbatical hours shall be paid to the Executive Director. Should the Executive Director voluntarily resign from employment under this agreement, he shall forfeit any unused and accumulated sabbatical hours.

3. Article 14 is added as follows:

14. Participation In The American Leadership Forum.

The Executive Director has been nominated to participate in the 2007 American Leadership Forum and the Board of Directors approves his participation. SACOG shall pay the \$5,000 tuition fee and the Executive Director is authorized to attend.

4. All other terms and conditions of the Employment Agreement shall remain the same.

MICHAEL RAYMOND MCKEEVER, Employee

SACOG by Heather Fargo, Chairperson

APPROVED AS TO FORM:

KIRK TROST
Miller Owen & Trost