

ATTACHMENT D

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

EMPLOYMENT AGREEMENT

This Employment Agreement is made on the 1st day of January, 2024, between Kings County Area Public Transit Agency ("KCAPTA" or "Employer") and Angie Dow ("Employee"), collectively referred to herein as the "parties."

RECITALS:

WHEREAS, Employee has been employed by KCAPTA as its Executive Director since January 1, 2005:

WHEREAS, KCAPTA and Employee desire to enter into an Employment Agreement, KCAPTA and Employee agree, as follows:

1. Employment and Appointment – Employee will continue to be employed by KCAPTA as the Executive Director.
2. Term of Agreement – The term of this Agreement is from January 1, 2024, through January 1, 2029, and shall extend automatically thereafter from year-to-year, unless one party gives to the other written notice of non-extension of at least ninety (90) days prior to January 1 of the applicable extension year.
3. Salary Compensation – While employed as Executive Director during the term of the Agreement, KCAPTA shall pay Employee Compensation based on Salary Resolution, which shall be acted upon by the Board in June of each calendar year, to be made effective on July 1st of each calendar year. The Board shall increase Employee's salary to a level mutually agreeable to both parties, taking into account the Employee's performance, cost of living, and any other factors deemed to be appropriate. The current Salary Resolution for Employee was authorized by the Board on June 28, 2023, and set Employee's salary compensation at Thirteen Thousand and Five Hundred Dollars (\$13,500.00) per month.
4. Fringe Benefits – Employee will be provided with fringe benefits that are provided by KCAPTA to its Unrepresented General and Management Employees as set forth in KCAPTA Employment Benefits (Attachment A) which is incorporated herein by reference.
 - (a) Health Insurance shall be as provided in Section 10 of Attachment A, except that should Kings County make any changes or additions to its Health Insurance plan options not specified in Section 10 for which Employee may be otherwise eligible, KCAPTA agrees to make those Health Plan options available to the Employee.
 - (b) KCAPTA shall reimburse the Employee for the reasonable and necessary business expenses of the Employee incurred in the performance of duties and responsibilities of the Employee.
 - (c) A vehicle allowance of One Thousand Dollars (\$1,000.00) per month towards the cost of ownership, maintenance and operation of Employee's personal vehicle. Due to the payment of said vehicle allowance paid to the Employee, no mileage reimbursement for business-related travel with the use of her personal vehicle during the term of this Agreement shall be paid to the Executive Director.

(d) A technology allowance of One Hundred and Fifty Dollars (\$150) towards the cost of personal computer, internet and telecommunications equipment and services.

5. Description of Duties – The Employee agrees to perform the job duties of the Executive Director of KCAPTA as set forth in the job description, dated June, 2005 (Attachment B), which is incorporated herein by reference. The job description may be revised by mutual agreement between the Employee and the Board.
6. Professional Activities – Employee shall devote full employment energies, interests, abilities, and time to the performance of the duties and obligations of the position as Executive Director of KCAPTA and shall not, without the written consent of the Board, render to others services of any kind for compensation. Employee shall not engage in any activity which conflicts or interferes with the performance of her duties under this Agreement.
7. Termination- This Employment Agreement may be terminated, as follows:
 - (a) By mutual agreement of the parties
 - (b) By Employee giving ninety (90) days written notice to the KCAPTA Board of Directors, provided that during the second thirty (30) days of such notice period, the Board shall reasonably accommodate the goals and objective of Employee in terminating employment, shall permit Employee to reasonably delegate responsibilities, and Paragraph 6 regarding outside employment and activity shall be suspended.
 - (c) By adoption of a resolution approved by the affirmative vote of a majority of the Board serving, after receipt of an unsatisfactory job performance evaluation and failure by Employee to correct the unsatisfactory performance within a mutually agreed upon period of time, which shall not be less than ninety (90) days after written notice from the Board to Employee. No action may be taken without prior notice to the Board and the item being properly placed on the Agenda as an action item. Prior to termination, the Board shall give Employee written notice of the unsatisfactory performance and Employee shall have a mutually agreed period of time after such notice, not less than ninety (90) days, in which to correct the unsatisfactory performance. If Employee's performance is not corrected within the agreed period of time, the Board may terminate Employee's appointment as Executive Director and her employment with KCAPTA in accordance with the procedures set forth in this Subparagraph 7(c).
 - (d) For just cause, which shall include, but not limited to, fraud, unlawful acts which result in conviction, or gross misconduct which adversely reflects upon KCPATA, as determined by the affirmative votes of a majority of the Board serving. "Just cause" shall not be defined as including the unsatisfactory performance of Employee.
 - (e) If Employee is permanently disable to the extent that Employee is unable to perform her duties and responsibilities because of sickness, accident, injury, mental incapacity, or health for a period of twelve (12) successive months.
 - (f) By death of Employee.

8. Compensation After Termination – Pursuant to the requirements of California Government Code Section 53260, If this Agreement is terminated under Paragraph 7 (c) above, KCAPTA and Employee agree to set the maximum cash settlement for Employee at six (6) months base salary, unless Employee has less than six (6) months remaining on the term of this Employment Agreement as set forth in Section 2 above, in which case the maximum cash settlement shall be calculated pro-rata from the date of termination through the end of the term. While Government Code Section 53260 allows for a greater maximum cash settlement, Employee and KCAPTA acknowledge and agree that the maximum cash settlement set for in this Section 8 represents a fair and reasonable compensation for any termination pursuant to Paragraph 7 (c), and Employee waives any and all claims for additional compensation or damages.
9. Assignment – This Agreement is personal to each of the parties and neither may assign or delegate any right or obligation under the Agreement without the prior written consent of the other party. Further, this Agreement is binding upon the successors and assigns of Employee and KCAPTA.
10. Miscellaneous Provisions –
- (a) Governing Law – This Agreement is made and entered into the State of California and the laws of the State of California shall cover its validity and interpretation and the performance by the parties hereto and their respective duties and obligations hereunder.
 - (b) Entire Agreement – This Agreement represents the entire Agreement between the parties and supersedes any prior agreements or understanding whether oral or written.
 - (c) Modifications to Agreement – This Agreement cannot be changed or terminated orally and may be modified only by written agreement executed by both parties.
 - (d) Notice – Any notice to KCAPTA under this Agreement shall be furnished in writing by the Employee to the Board Chair at the Board Chair's current address on file with the Clerk of the Board. Any notice to the Employee under this Agreement shall be furnished in writing by the Board Chair to the Employee at the Employee's current address on file with the Clerk of the Board. All such notices must be sent by certified mail with return receipt requested, or delivered in person.
 - (e) Indemnification – To the extent permitted under California law, the Board shall indemnify and hold harmless the Employee from any claim or legal action, including, without limitation, attorneys fees, judgments, settlements, and other costs arising out of the Employee's actions or omissions as Executive Director of KCAPTA.
 - (f) Savings Clause – Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect the legal validity of any provision of this Agreement, the provision or provisions so affected shall automatically be revised to conform to the law or determination; and otherwise, this Agreement shall continue in full force and effect.
 - (g) Remedy/Sanction for Breach of Contract – The parties shall have all legal rights and remedies in the event of a breach of this Agreement not otherwise limited by the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Employment Agreement on the date first indicated above.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

By: _____
Joe Neves, Board Chair

EMPLOYEE

By: _____
Angie Dow

ATTACHMENT "A"


KCAPTA EMPLOYEE BENEFITS

**KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
(KCAPTA)**

UNREPRESENTED GENERAL AND MANAGEMENT EMPLOYEES

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	Approved By: KCARTA Board	Date Approved: 10/25/2017 Revision Approved: 10/25/2023
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POLICY UPDATES

Policy Update Record the complete history of successive versions of this Policy		
Section/Pages Affected	Reason for Change	Date
Paid Closure, pg7, Health Plan Premium, pg 9 & 14	Board approved Holiday Closure, update Health Plan Premium	9/23/2020
Policy Update Table, pg 3 Retirement, pg 10 Health Insurance, pg 9 & 15	Administrative, no changes	5/26/2021
Paid Closure, pg7	Update Holiday paid time off schedule	10/27/2021
Health Insurance, pg 9 & 14	Update Health Plan Premium	5/24/2023
Holidays, pg 7	Update Christmas Eve from 4 hours to 8	10/25/2023

GENERAL EMPLOYEES

1.0 TIMEKEEPING ROUNDING RULES

The Kings County Area Public Transit Agency (KCARTA) agrees that a quarter of an hour rounding rule shall be applied to timekeeping process for all hourly employees. Therefore, KCARTA agrees to abide by the rounding chart provided as follows:


Chart to convert Minutes to Quarter of an Hour

Minutes to be Reported	Quarter of Hour Reported
01 to 07	0.00 hour
08 to 22	0.25 hour
23 to 37	0.50 hour
38 to 52	0.75 hour
53 to 67	1.00 hour

2.0 OVERTIME

All employees shall receive FLSA overtime consistent with existing law. FLSA overtime shall be computed at a rate equal to one and one-half (1 and ½) times the employee's regular hourly rate for hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday.

Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked

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for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.


KCAPTA will pay an amount equal to time and one-half over and above the currently hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.

All overtime worked shall be either paid on the payday following the pay period in which it was earned or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of supervisor.

3.0 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded.

Maximum compensatory time accumulation is limited to thirty (30) hours.

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4.0 SICK LEAVE

Accrual

All regular full-time and regular part-time employees will accrue sick leave as follows:

Service Hours	Hours Earned	Sick leave earned at the rate of (based on hours worked)
0-10,400	80 (10 days)	.038462
10,401-20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

Absence due to Death in Family

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours may be granted.


Immediate family is defined as follows (*Whether by blood or marriage or adoption*):

- Children (Legal Wards)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse or Registered Domestic Partner

5.0 FAMILY ILLNESS LEAVE

In Compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave to attend to an illness of a child, legal ward of guardian, parent, registered domestic partner, or spouse of the employee. All conditions and restrictions placed by KCARTA upon the use by an employee sick leave shall also apply to use by an employee of sick leave to attend to an illness of his or her child, legal ward of guardian, parent, registered domestic partner, or spouse.

This does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, as amended, regardless of whether the employee receives sick leave compensation during that leave. Employee shall indicate requests for family illness

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leave on an appropriate KCARTA form prior to approval. All time utilized as family illness leave shall be formally recorded.

6.0 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege, or benefit.

7.0 VACATION

An eligible employee may accrue vacation at the appropriate rate applicable to the employees' length of service (2080 hours of actual service equals one year) as follows:


Service Hours	Hours Earned (based on hrs)	Rate (based on hours)
0-4,160	80 (10 days)	.038462
4,161-10,400	96 (12 days)	.046154
10,401-20,800	120 (15 days)	.057693
20,801-31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth above) until the employee reaches one of the following accrued hours of vacation limits:

Hours (day) Earned (based on hrs)	Maximum Vacation Accumulation Limits
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

The Executive Director may permit employees in positions that require one-year probation to take up to five days of vacation upon completion of six months of service provided that the employee has a current performance evaluation with an overall rating of satisfactory or above. Upon satisfactory completion of probation, any days taken of approved vacation leave shall be debited from the employee's vacation account.


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Employees with overall performance evaluations of less than satisfactory shall not be permitted to take vacation until they have completed probation and begin to accrue vacation. For purposes of eligibility to receive vacation leave under this section, an employee's performance will be presumed to be satisfactory if there is no current performance evaluation.

8.0 HOLIDAYS

The days established holidays are:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- The day designated as Thanksgiving Day
- The day following Thanksgiving Day
- (8 hours) the working day before the day observed as Christmas Day.
- Half-day (4 hours) the working day before the day observed as New Year's Day
- Such other days as KCAPTA's Board may determine.

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Paid Closure

In 2021, 2022, 2023, and 2024 KCAPTA Administrative offices will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees. If any employee is required to work during this period when their office is closed, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours during that week.

The specific dates for these additional hours of holiday time are as follows:

2021

Tuesday, December 28, 2021 – 8 hours
Wednesday, December 29, 2021 – 8 hours
Thursday, December 30, 2021 – 8 hours
Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours
Wednesday, December 28, 2022 – 8 hours
Thursday, December 29, 2022 – 8 hours
Friday, December 30, 2022 – 4 hours

2023

Tuesday, December 26, 2023 – 8 hours
Wednesday, December 27, 2023 – 8 hours
Thursday, December 28, 2023 – 8 hours
Friday, December 29, 2023 – 4 hours

2024

Thursday, December 26, 2024 – 8 hours
Friday, December 27, 2024 – 8 hours
Monday December 30, 2024 – 8 hours
Tuesday, December 31, 2024 – 4 hours


**When a holiday established falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.*

**When a holiday established falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.*

Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.

Extra help employees shall not be entitled to paid holidays.

An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.

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9.0 CALL BACK PAY

The KCAPTA will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site.

Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee, shall be compensated for one-half (1/2) hours straight time pay (equals 20 minutes at 1.5 overtime rate). Or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physical travel to the worksite, whichever is greater.

10.0 HEALTH/DENTAL/OPTICAL PLAN

Employees who elect to use a Health Plan offered by Kings County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to pretax their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has qualifying status change.

Effective July 1, 2021, and based on 24 pay periods annually, the KCAPTA contribution to the Health and Dental/Optical Plan, which may include Point of Service (POS) or Preferred Provider (PPO) health insurance, shall be as follows:


Health Plan/Dental/Vision Plan	KCAPTA Monthly	
Level	Contribution	Employee Share
Single	\$462.87	\$195.77
Two-Party	\$842.67	\$356.52
Family	\$1,267.91	\$536.48

11.0 DISABILITY INSURANCE (S.D.I.)

Since July 1, 2004, KCAPTA has contracted for State Disability Insurance for all employees. Premiums for the insurance are employee paid and all employees must participate.

12.0 RETIREMENT

Effective July 1, 2013 (PP14).

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1. New Members – Full Time Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – KCAPTA Full Time employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Plan. These employees pay 100% of the employee contribution rate reviewed and set by CalPERS, currently 7% of salary. Such payment shall vest to the employee.

Computation for final salary shall be calculation of highest average annual compensation earnable during the three (3) consecutive years immediately proceeding the effective date of his or her retirement date or separation from KCAPTA.

13.0 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in the performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Kings County Director of Finance.


14.0 TERM LIFE INSURANCE

KCAPTA will provide (through Kings County), at KCAPTA expense a \$10,000 death benefit group term life insurance policy covering each represented employee, effective July 1, 2004. The life insurance coverage will terminate upon the employee’s date of separation from KCAPTA employment, whether through voluntary resignation, layoff, termination, or retirement.

15.0 RETIREE HEALTH INSURANCE

Employees who retire in good standing from PERS at the time of their separation for KCAPTA employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums only, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible (by age) for Medicare or the money runs out, whichever is first. The retiree health benefit percentage shall be as follows:

Percent of compensation (based on hours)	
Service Hours	Health Benefit


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20,801 – 31,200	25%
31,201 – 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the Kings County's existing health benefit plan at the time of the employee's separation for KCAPTA service. Health benefit payments may be used toward coverage for the employee's dependent(s) only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee's spouse and/or covered dependent(s) may continue to use the account toward Kings County health insurance premiums only, within COBRA guidelines, if eligible as stated above. Any balance in the account remains the property of KCAPTA.

16.0 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees shall be subject to mandatory participation in the direct deposit of their KCAPTA payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

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II. MANAGEMENT EMPLOYEES

MANAGEMENT BENEFITS

Management Group I =

Appointed officials in salary bands.
Executive Director

Confidential Management Group II (exempt) =

Transit Manager
Accountant/Auditor

1.0 ACCRUAL

All regular full-time and regular part-time management employees will accrue sick leave as follows:


Service Hours	Hours Earned	Sick leave earned at the rate of (based on hours worked)
0-10,400	80 (10 days)	.038462
10,401-20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2.0 VACATION

An eligible management employee may accrue vacation at the appropriate rate applicable to the employees' length of service (2080 hours of actual service equals one year) as follows:

Service Hours	Hours Earned (based on hrs)	Rate (based on hours)
0-10,400	96 (12 days)	.046154
10,401-20,800	120 (15 days)	.057693
20,801-31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

An eligible management employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth above) until the employee reaches one of the following accrued hours of vacation limits:

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Hours (day)	Maximum Vacation
<u>Earned (based on hrs.)</u>	<u>Accumulation Limits</u>
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours


Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

2.1 Management employees in Group I & II will be granted 64 hours of additional vacation time in the first full pay period of each fiscal year (or pro-rated upon hire date). These hours are a separate leave benefit and not counted against the maximum vacation accrual established based on length of service. Employees may, at their option, sell back up to 48 hours of accrued vacation each fiscal year at their hourly rate of pay. This leave will be tracked separately from the regular vacation accrual and will not carry over from year to year. If this time is not used by the end of the fiscal year, up to 48 hours of the remaining balance will automatically cashed out to the employee. Any sale of management vacation hours will be deducted only from the management vacation leave balance. The remaining 16 hours of leave can not be cashed out and must be taken as time off only. If any hours remain at the end of the fiscal year after 48 hours are cashed out, the remaining hours will carry over to the new fiscal year. However, the hours granted for the new fiscal year shall be reduced by the number of hours equal to those carried over.

Management employees may, at their option sell back an additional 8 hours of accrued regular vacation each fiscal year, at their hourly rate of pay, to be contributed directly to the employee's deferred compensation account.

3.0 HEALTH/DENTAL/OPTICAL PLAN PREMIUM CONTRIBUTION

Employees who elect to use a Health Plan offered by the County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to pre-tax their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has qualifying status change.

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Effective July 1, 2021, the KCAPTA contribution (per month base on 24 pay periods) to the Health and Dental/Optical Plan shall be as follows:

	<u>KCAPTA Share</u>	<u>Health Plan Employees Share</u>
Single	\$658.54	0
Two-Party	\$1,199.18	0
Family	\$1,804.39	0

The KCAPTA shall pay 100% of the health insurance premium (including the medical, dental and vision plans) for the health plan offered by the County for each management employee and their eligible family members, based on their enrollment in such health plan.

4.0 DEFERRED COMPENSATION

For every three dollars contributed to the KCAPTA contracted deferred compensation programs by management employees, the KCAPTA shall contribute one dollar to the employee's account up to a maximum of twenty-five hundred dollars \$2,500 per calendar year.

5.0 TERM LIFE/ACCIDENT INSURANCE

Term life/accident insurance (with an option for portability when leaving KCAPTA service in good standing) is provided for management employees as follows:


Management Group I	\$50,000
Management Group II	\$40,000

6.0 LONG TERM DISABILITY INSURANCE

Long Term Disability (LTD) Insurance is provided to management employees.

7.0 RETIREE HEALTH INSURANCE

Management employees who retire in good standing from PERS at the time of their separation for KCAPTA employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward all or part of the total premium for Kings County health insurance premiums until the employee, and/or spouse or dependent if covered, is no longer eligible, (by age and within COBRA

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guidelines if applicable) for the Kings County health insurance program, or the money runs out, whichever is first.

If a balance remains at the time the employee, and/or spouse or eligible dependent can no longer participate in the Kings County health insurance program, this amount can be applied toward a Medicare Part B plan or Medicare supplement, or PERS Long Term Care plan.

Participation in the Kings County health insurance program is not required for the employee, an/or spouse or eligible dependent to direct all or part of the funds in this account to a Medicare Part B or PERS Long Term Care plan premium.

The retiree health benefit percentage shall be as follows:

Service Hours	Percentage of compensation (Based on hours)
10,401 – 41,600	40%
41,601 and over	50%


To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the Kings County's existing health benefit plan at the time of the employee's separation for KCAPTA service. Health benefit payments may be used toward coverage for the employee's dependent(s) only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children.

If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee's spouse and/or covered dependent(s) may continue to use the account toward Kings County health insurance premiums only, within COBRA guidelines, if eligible as stated above. Any balance in the account remains the property of KCAPTA.

OTHER CONDITIONS

9.0 OTHER CONDITIONS

The following conditions of employment applicable to general employees shall also be applicable to management:

 Kings County Area Public Transit Agency	Title: Employment Benefits	Document #: 30-0005
	Approved By: KCAPTA Board	Date Approved: 10/25/2017 Revision Approved: 10/25/2023
	Effective Date: 7/1/2023	Type: Administration Policy

Sections 1.0, 2.0, 4.0, 5.0, 7.0, 8.0, 10.0, 11.0, 12.0, & 15.0.

ATTACHMENT "B"

KCAPTA EXECUTIVE DIRECTOR JOB DESCRIPTION

EXECUTIVE DIRECTOR

DEFINITION

Under general policy guidance from the Board, directs and provides leadership to all programs, operations and staff of the Agency; identifies and develops the Agency's capabilities to provide optimal public transportation and special transportation programs in response to current and future community needs.

DISTINGUISHING CHARACTERISTICS

The Executive Director is a single-position classification in the Kings County Area Public Transit Agency (KCAPTA), reporting to a governing board. The incumbent is responsible for the administration, coordination and marketing of the joint County-Cities transit operations governed by the board of directors of a joint powers agency.

EXAMPLES OF DUTIES

Serves as chief executive for KCAPTA; directs and provides leadership to all transit operations and services through subordinate staff; directs the development and implementation of transportation programs and related policies, procedures, priorities and goals; works closely with the Transit Board in implementing cost-effective, high quality programs and projects to address local and regional transportation needs and concerns; prepares and administers contracts, ensuring compliance with laws, policies and directives; coordinates transit services within and between the County, its cities, other public and private agencies, and contractors; prepares annual budgets for the Agency; identifies transit funding sources; directs the research, development and implementation of grant proposals; prepares and presents written and oral reports, recommendations and presentations to the Transit Board; represents KCAPTA to public organizations and private groups; actively participates in transit-related professional associations and networking groups; develops transit system operations, policies and procedures; directs and oversees the conduct of analytical studies, surveys and market analyses; assesses community needs and determines the cost benefits of existing and proposed transit programs; directs and participates in marketing transit programs; serves on and represents KCAPTA on various internal and external committees, boards and task forces; responds to sensitive inquiries and complaints; monitors and evaluates expenditures and the collection and deposit of moneys; directly and through subordinate supervisors, hires, trains, assigns work to, monitors and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to personnel policies. (Reasonable accommodation will be made when requested and determined by the Agency to be appropriate under applicable law.)

Executive Director

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MINIMUM QUALIFICATIONS (Continued)

Education: Equivalent to graduation from a four-year college or university with a degree in transportation management, public or business administration, planning, engineering or closely related field of study. (Additional qualifying experience may substitute for the required education on a year-for-year basis.)

Experience: Five years of increasingly responsible management experience, including three years of supervisory experience.

License: Possession of a valid, appropriate California driver's license.

Knowledge of: Federal, state and local transit laws; regulations governing funding sources and grant application procedures; principles of contract administration; business management and budgeting; transit services, management and maintenance; application of statistical methods to transit operations; principles and practices of public administration as related to the operation of a transit agency; principles and practices of effective leadership and management.

Ability to: Read and interpret laws, rules and regulations; analyze a variety of transit matters, define problems, make appropriate recommendations; plan, coordinate and prepare implementation or recommendations; project consequences of recommendations; communicate effectively both orally and in writing; exhibit maturity and integrity in making judgments; prepare concise, comprehensive reports, grants and contracts; effectively negotiate terms of contracts; read street maps; learn and utilize computerized software programs incorporated in Agency operations; establish and maintain effective working relationships with those contacted in the course of work; function effectively in urgent and/or confrontational situations.

FLSA Status: Exempt

Medical Group: Class C

Probationary Period: One year