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Employment Agreement Amendment

As approved by the Board of Directors

September 22, 2011

**Lane Council of Governments
&
George Kloeppe, Executive Director**

Purpose:

This Employment Agreement between the Lane Council of Governments (LCOG) and George Kloeppe, LCOG Executive Director, changes the employment relationship from “regular” employment to post-retirement employment.

Recitals

On March 9, 1981, LCOG entered into an Employment Agreement with George Kloeppe by which Kloeppe was appointed to the position of Executive Director, the duties and responsibilities of which being specified in LCOG’s *Charter and Agreement* and its *Bylaws*. That appointment became effective May 1, 1981, when Kloeppe assumed the position to which he was appointed. Kloeppe remains in that position.

Kloeppe has tendered his resignation from the position of LCOG’s Executive Director, effective November 30, 2011.

It is Kloeppe’s desire to remain in his present position, as a contract employee, with no change in duties, responsibilities or prerogatives through June, 2012.

Agreement

1. The parties agree that this Agreement shall be in effect from December 1, 2011 to June 30, 2012, except that by mutual agreement the term could be extended or shortened and, further, by unilateral action by the LCOG Board of Directors the term could be shortened, provided that sixty (60) days notice is provided to Kloeppe.

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2. It is further agreed that this Employment Agreement formalizes a continued employment relationship between the LCOG Board of Directors and Kloepfel, except that PERS participation by Kloepfel and payment to PERS on his behalf by LCOG is terminated; and further, the provision of vacation leave and sick leave for Kloepfel is eliminated, but the holiday leave benefit afforded regular employees of LCOG is maintained.
3. The parties agree that Kloepfel's current compensation, authority and responsibilities will be maintained for the term of this Employment Agreement with the following exceptions:
 - Kloepfel will not accrue nor be eligible to use vacation or sick leave.
 - Neither employer nor employee contributions to PERS will be made on Kloepfel's behalf by LCOG.
 - Kloepfel will not be eligible to purchase short-term disability coverage.
4. Kloepfel will be paid at an hourly rate of \$61.67 which is established by dividing his monthly salary of \$10,689 by the average number of working hours in a month (173.33), not to exceed forty (40) hours per week nor 1,039 hours in any calendar year prior to February 1, 2012.
5. LCOG will continue to contribute the monthly sum of \$422.01 to Kloepfel's account in an agency-approved deferred compensation plan (457); further, Kloepfel remains eligible to contribute (pre-tax) through payroll deduction to such plan.
6. Kloepfel will remain eligible for holiday pay for such designated holidays that occur during the term of this amended Employment Agreement.
7. Kloepfel will remain eligible for the LTD bus pass and access to the City of Eugene's "Fit City" facility, as provided other LCOG employees.
8. Kloepfel will remain eligible for life and long term disability insurance.
9. Kloepfel will remain eligible for health insurance (health, dental, vision) as provided to other LCOG employees, including LCOG's contribution to Kloepfel's account under the agency's Health Reimbursement Arrangement

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(HRA); further, KloeppeI will remain eligible to participate in the agency's Flexible Spending Account (FSA) program for the duration of Fiscal year 2011-2012.

Approved by the parties by action of the LCOG Board of Directors September 22, 2011

LANE COUNCIL OF GOVERNMENTS

GEORGE KLOEPPPEL

Chris Pryor, Chair
LCOG Board of Directors

Date _____

Date _____