



**Foothill Transit**

**First Amendment**

**to**

**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

**Between**

**Foothill Transit**

**and**

**Doran J. Barnes**

**dated**

**May 24, 2013**

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**First Amendment Date: March 21, 2014**

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**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**  
**Between**  
**Foothill Transit**  
**And**  
**Doran J. Barnes**

**1. Parties and Date**

This Agreement is entered into as of March 21, 2014 ("First Amendment Date"), by and between **Foothill Transit**, a California joint powers authority ("Foothill"), and **Doran J. Barnes**, an individual ("Barnes"). Foothill and Barnes are sometimes individually referred to as a "Party" and collectively as "Parties."

- A. Barnes is employed as the Executive Director of Foothill pursuant to an Executive Director Employment Agreement dated May 24, 2013 ("Employment Agreement").
- B. The Parties desire to amend the Employment Agreement to establish better parity between the Executive Director and the other employees of Foothill whose terms and conditions of employment were established after the execution of the Employment Agreement.
- C. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

**2. Amendment**

- A. Article 4 (Compensation), Section B (Basic Benefits), Paragraph (2) (Vacation Leave Allowance) is amended to read as follows:

"(2) Vacation Leave Allowance

Barnes shall accrue paid leave credits at the rate of 240 hours per year effective upon the execution of this Agreement, and shall be credited with an initial balance of 120 hours at the Effective Date. Barnes shall not accrue not in excess of 600 hours of paid leave. Barnes may sell back up to 120 hours of accrued paid leave annually."

- B. Article 4 (Compensation), Section B (Basic Benefits), Paragraph (3) (Sick Leave Allowance) is amended to read as follows:

"(3) Sick Leave Allowance

Barnes shall accrue paid sick leave credits at the rate of 176 hours per year effective upon the execution of this Agreement, and shall be credited with an initial balance of 176 hours at the Effective Date. Sick leave credits are not subject to an accrual limit. Barnes may sell back up to 80 hours of accrued sick leave

annually. Any sick leave credits remaining upon termination of employment shall expire and are not payable as an accrued benefit.”

- C. Article 5 (Security), Section B (Insurance), Paragraph (1) (Medical Insurance) is amended to read as follows:

“(1) Medical Insurance

Foothill shall pay 100% of the cost of the medical and dental insurance for Barnes and his family. The insurance provided shall be the plan or plans that offer the highest level of benefits and flexibility offered by Foothill.”

- D. Article 8 (Miscellaneous Provisions), Section A (Term), Paragraph (1) (Initial Term) is amended to read as follows:

“(1) Initial Term

The Initial Term shall be for a period of approximately 6 years commencing on the Effective Date and continuing until December 31, 2019 (the initial “Termination Date”).

**3. Reaffirmation of Other Terms**

Except as modified or changed here-in, all of the terms and provisions of the Employment Agreement shall remain in full force and effect.

**4. Execution**

The Parties have executed this Agreement as of the First Amendment Date.

“Foothill”

**FOOTHILL TRANSIT,**  
a California joint powers authority

By: \_\_\_\_\_  
DOUGLAS F. TESSITOR, CHAIR

“Barnes”

**Doran J. Barnes**

By: \_\_\_\_\_  
DORAN J. BARNES

APPROVED AS TO FORM:  
DAROLD PIEPER, GENERAL COUNSEL

By: \_\_\_\_\_