DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

SPECIAL BOARD MEETING

January 5, 2016 – 11 a.m. or immediately following the Dakota County General Government & Policy Committee Meeting

Dakota County, 1590 Highway 55, Hastings, MN 55033
Conference Room 3A

AGENDA

1. ROLL CALL
2. APPROVAL OF AGENDA
3. CONSENT
4. DISCUSSION
   A. Approval Of Executive Director Employment Agreement With Anthony Schertler
5. OLD BUSINESS
6. NEW BUSINESS
7. INFORMATIONAL ITEMS
8. ADJOURNMENT

For more information, call 651-675-4432.

Dakota County CDA Board meeting agendas are available online at:
http://www.dakotacda.org/board_of_commissioners.htm

Future Board Meetings & Events

January 19, 2016
CDA Board of Commissioners Annual Meeting – 3:15 p.m.
CDA Board of Commissioners Regular Meeting – 3:30 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123
Approval Of Executive Director Employment Agreement With Anthony Schertler

Meeting Date: 1/5/2016
Department: Administration
Prepared By: Sara Swenson
Contact: Commissioner Mike Slavik, CDA Board Chair

Fiscal/FTE Impact:
[ ] None
[ ] Amount included in current budget
[ ] Budget amendment requested
[ ] FTE included in current complement
[ ] New FTE(s) requested
[ ] Other

PURPOSE/ACTION REQUESTED

● Approve the Executive Director employment agreement with Anthony Schertler

SUMMARY

At the December 11, 2015 Special CDA Board meeting, Resolution #15-5639 was passed selecting Anthony (Tony) Schertler as the preferred candidate for the CDA Executive Director position. The attached employment agreement has been negotiated. Mr. Schertler’s start date at the CDA will be January 11, 2016 pending contract approval by the CDA Board.

EXPLANATION OF FISCAL/FTE IMPACT

Salary and benefits for this position are included in the FY16 CDA budget.
Resolution No. 15-xxxx

Approval Of Executive Director Employment Agreement With Anthony Schertler

WHEREAS, the Dakota County Community Development Agency (CDA) Board has conducted an extensive search and interview process for the Executive Director position; and

WHEREAS, the CDA Board selected Anthony Schertler as the preferred candidate for the CDA Executive Director position; and

WHEREAS, staff from CDA and the Dakota County Attorney’s Office have negotiated the terms of a proposed employment agreement with Anthony Schertler.

NOW, THEREFORE, BE IT RESOLVED, the Dakota County Community Development Agency Board of Commissioners approves the Executive Director Employment Agreement with Anthony Schertler beginning January 11, 2016 and authorizes the Community Development Agency Board Chair to execute the agreement, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, that the Dakota County Community Development Agency Board of Commissioners will assess Anthony Schertler’s job performance prior to the completion of the initial six-month probationary period for the position.

/s/ Commissioner Mike Slavik
CDA Board Chair

/s/ Christa Swenson
Department Director
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into between the Dakota County Community Development Agency, acting by and through its Board of Commissioners, hereinafter referred to as the “CDA” and the “CDA Board,” respectively; and Anthony Schertler, hereinafter referred to as the “Executive Director” or “EMPLOYEE.”

WHEREAS, the CDA desires to retain the services of Anthony Schertler as the Executive Director of the CDA; and

WHEREAS, the CDA Board desires to provide certain benefits and establish certain conditions of employment of the EMPLOYEE; and

WHEREAS, the EMPLOYEE desires to be employed by the CDA and to enter into an agreement with the CDA to perform the duties of Executive Director as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CDA and the EMPLOYEE agree as follows:

1. Employment.

The CDA Board is responsible for the EMPLOYEE’s appointment, removal, and supervision. The CDA Board agrees to employ EMPLOYEE in the position of Executive Director to perform the functions and duties specified in the statement of responsibilities (attached Exhibit A) and to perform such other proper and legal duties as the CDA Board shall from time to time assign. EMPLOYEE agrees to perform the duties of Executive Director as provided in this Agreement.

2. Term of Agreement.

The initial term of this Agreement shall be for a period of six (6) months from, January 11, 2016, through July 11, 2016. This initial term is referred to herein as the “Probationary Term.” If the CDA Board does not terminate the EMPLOYEE and the EMPLOYEE does not resign from the position before the expiration of the Probationary Term, this Agreement will continue for an indefinite term, subject to termination in accordance with Section 11 of this Agreement.

3. Salary and Benefits.

A. Salary. The CDA Board agrees to pay the EMPLOYEE a salary at the annualized rate of $140,000 commencing on January 11, 2016. The EMPLOYEE’s salary will be paid in installments at the same time and in the same manner as other CDA employees, currently bi-weekly. The initial pay period shall be prorated to reflect actual days worked during the initial pay period. The CDA Board will adjust the salary of the EMPLOYEE consistent with the CDA’s Merit Compensation Policy & Plan.

B. Benefits. Except as modified by this Agreement, all of the CDA’s policies and procedures relating to paid leave time, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the EMPLOYEE.
The CDA Board shall review and evaluate the performance of the EMPLOYEE after the Probationary Term, and thereafter shall review and evaluate the performance of the EMPLOYEE at least once annually. The CDA Board and the EMPLOYEE shall annually define the goals and performance objectives which they determine are necessary for the proper operation of the CDA and to attain the CDA Board’s policy objectives. The goals and performance objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. Automobile.
The CDA shall reimburse the EMPLOYEE at the federal Internal Revenue Service (IRS) standard mileage rate for any business use of the EMPLOYEE’S personal automobile, unless a different rate is provided in a vehicle use policy adopted by the CDA Board.

6. Flex Leave.
On the first day of the Probationary Term, the EMPLOYEE shall be credited with fifty (50) hours of paid flex leave and shall accrue paid flex leave at an annual rate of 240 hours per year (9.231 hours per pay period) in accordance with the CDA’s adopted Flex Leave Plan Document. Any increase in paid flex leave accrual rates shall be in accordance with the CDA’s adopted Flex Leave Plan Document. All paid flex leave shall be used and administered consistent with applicable CDA policies and procedures.

7. General Business Expenses.
   A. The CDA agrees to budget for and to pay for professional dues and subscriptions of the Executive Director necessary for participation in national, regional, state, and local associations, and organizations necessary and desirable for the Executive Director’s professional participation and growth, and for the good of the CDA.
   B. The CDA agrees to budget for and to pay for travel and subsistence expenses of the Executive Director for professional and official travel, meetings, and occasions necessary and desirable for the Executive Director’s professional participation and growth and to fulfill the official functions for the CDA.
   C. The CDA also agrees to budget for and to pay for travel and subsistence expenses of the Executive Director for short courses, institutes, and seminars that are necessary for the Executive Director’s professional development and for the good of the CDA.

8. Other Benefits.
Except as modified by this Agreement, all provisions of the CDA’s Benefit Manual and Policy & Procedures Manual relating to health and dental insurance, disability insurance, life insurance, flex leave, retirement system contributions, holiday pay, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the EMPLOYEE, except that the EMPLOYEE shall not be entitled to receive any flex leave credit in lieu of compensation not payable pursuant to the political subdivision compensation limit. See Minnesota Statutes section 43A.17, subd 9. The EMPLOYEE shall be required to comply with the conditions attendant to coverage by the CDA’s employee benefit plans and shall comply with and be entitled to benefits only in accordance with the terms and conditions of such plans as they may be amended from time to time.

9. Hours of Work.
The position of CDA Executive Director is a full-time assignment and the EMPLOYEE is expected to be regularly present at his work location during normal business hours. The EMPLOYEE agrees and
understands that the position of Executive Director requires attendance at evening meetings, weekend meetings, and hours of work in excess of forty (40) hours per week, and therefore it is understood that additional compensation and compensatory leave shall not be provided or allowed for such additional expenditures of time. It is further understood that the EMPLOYEE may periodically absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

10. Access to Records/Audits.

The CDA shall have full access to all records relating to the performance of this Agreement. Such records shall be made available for audit or inspection at any time upon request of the CDA or its authorized representative and are the sole property of the CDA.

11. Termination and Resignation.

A. Termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CDA Board to terminate this Agreement at any time and without notice, or to immediately suspend the EMPLOYEE’s authority and responsibilities.

B. Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time by providing thirty (30) days written notice of such resignation to the CDA Board Chair unless waived or shortened in writing by the CDA Board.

C. Termination Allowance. In the event the CDA Board terminates this Agreement during the Probationary Term, or the EMPLOYEE resigns at the request of the CDA Board during the Probationary Term, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) salary and benefits earned for days worked up to the effective date of the termination; and (2) payment of the value of all accumulated unused flex leave, subject to the CDA’s policies and procedures governing entitlement to payment of the value of accumulated unused flex leave upon termination.

If the CDA Board terminates this Agreement after the Probationary Term, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) separation pay equivalent to six (6) months’ salary; (2) salary and benefits earned for days worked up to the effective date of the termination; (3) payment of the value of all accumulated unused flex leave, subject to the CDA’s policies and procedures governing entitlement to payment of the value of accumulated unused flex leave upon termination; and (4) one-hundred percent (100%) vesting of the CDA’s contribution to the EMPLOYEE’S Housing Agency Retirement Trust (HART) participant account, if said contribution is not fully vested as of the date of the EMPLOYEE’S termination.

If the EMPLOYEE voluntarily resigns after the Probationary Term, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) salary and benefits earned for days worked up to the effective date of the termination; and (2) payment of the value of all accumulated flex leave, subject to the CDA’s policies and procedures governing entitlement to payment of the value of accumulated unused flex leave upon termination.

D. Denial of Termination and Severance Allowance. The CDA will not pay and the EMPLOYEE is not entitled to receive any termination allowance provided for in paragraph C of this Section 11, other than salary and benefits earned for days worked up to the effective date of termination, if the EMPLOYEE is terminated for: (1) misconduct in office; or (2) conviction of a felony or gross misdemeanor offense or a misdemeanor offense involving moral turpitude; or (3) engaging in conduct that in the good faith judgment of the CDA Board constitutes fraud or misrepresentation.
Acts constituting misconduct in office include, but are not limited to, failure or neglect by the EMPLOYEE to perform the duties and responsibilities of his position; failure of the EMPLOYEE to follow directives given to him by the CDA Board; failure of the EMPLOYEE to devote his full-time and best efforts to the CDA’s business and affairs; failure of the EMPLOYEE to fully cooperate in any investigation by the CDA; misappropriation of CDA funds or property; securing or attempting to secure any personal benefit in connection with any transaction entered into on behalf of the CDA; any violation of law or regulations on CDA premises or to which the CDA is subject; any breach of this Agreement or CDA policies or rules; and any other act that in the good faith judgment of the CDA Board constitutes misconduct.

12. **Use and Return of CDA Property.**

The EMPLOYEE recognizes and agrees that all property provided by the CDA to the EMPLOYEE shall be and remain the property of CDA. The EMPLOYEE will preserve and use CDA property only for the benefit of CDA and to carry out the business of the CDA. When the EMPLOYEE’s employment ends, the EMPLOYEE will immediately deliver to CDA all CDA property that the EMPLOYEE has in his possession or control.

13. **Relationship of the Parties.**

The relationship between the parties hereto is that of Employer and Employee. The EMPLOYEE shall have no authority to enter into any contracts binding upon the CDA except as specifically authorized in writing by the CDA Board.

14. **Conflict of Interest.**

The EMPLOYEE shall not engage in any outside employment, business endeavors or professional activities which could be in conflict, directly or indirectly, with his employment as Executive Director or with the interests of the CDA. The EMPLOYEE shall not be involved in any endeavor that could create the appearance of a conflict of interest with his position of Executive Director or with the CDA without prior consultation with and written approval of the CDA Board.

15. **Waiver.**

The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

16. **Non-Assignability.**

The EMPLOYEE shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract or assignment, without the prior written consent of the CDA.

17. **Interpretation According to Minnesota Law.**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

18. **Merger and Modification.**

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any prior written agreement between the parties and all oral agreements and negotiations between the parties relating to the subject matter hereof. All items
referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed by the parties hereto.

19. **Severability.**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

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<tr>
<th>Approved as to form:</th>
<th>DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY</th>
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<tr>
<td>Assistant County Attorney/Date</td>
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<td>Approved by Dakota County CDA</td>
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<td>____________________________</td>
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<td>Anthony Schertler</td>
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Exhibit A

Dakota County Community Development Agency
Executive Director Statement of Responsibilities

1. Responsible for overall leadership of CDA teams and staff in the development and implementation of the organization’s goals, policies and program activities.

2. Responsible for effective staff management including hiring, training, supervision, evaluation, discipline and termination.

3. Responsible for the financial management of the organization, including budget creation, expenditures and control along with seeking and managing grants and other sources of revenue consistent with CDA Board direction.

4. Responsible for administration of overall operation of the organization, including reviewing and evaluating the results of program activities, ensuring that contractual obligations are being fulfilled; preparing reports for the CDA Board of Commissioners, state and federal agencies; allocating resources for greater program effectiveness and efficiency; developing organizational and administrative policies and program objectives for CDA Board consideration.

5. Responsible for the enhancement, implementation, and accomplishment of the CDA Strategic Plan as developed by the CDA Board.

6. Responsible for attending all CDA Board meetings, acting as the Board’s advisor in developing and recommending CDA policies, program actions and implementing the CDA Strategic Plan, and keeping the Board informed of all relevant activities, programs, accomplishments and areas of concern in CDA operations.

7. Responsible for continually evaluating all CDA programs and direct necessary changes and modifications consistent with CDA Board direction.

8. Responsible for obtaining legal services and opinions from legal counsel to ensure legality of CDA operations, policies and programs.

9. Responsible for maintaining an awareness of community, housing and economic trends and representing CDA’s interests through interactions with cities, Dakota County, Metropolitan Council, and other appropriate local, state, and federal agencies.

10. Responsible for maintaining a liaison with state and federal legislators and working with Dakota County on the development and support of laws impacting the CDA’s goal and objectives.

11. Responsible for broadening professional and personal development in the organization, building cohesiveness in staff, and demonstrating decisive leadership and effective communication.

12. Responsible for any other duties as may from time to time be assigned by the CDA Board.