

RESOLUTION NO. 2020-41

AMENDING EMPLOYMENT AGREEMENT OF INDIA L. BIRDSONG AS GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THAT AGREEMENT

WHEREAS, the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") conducted a nationwide search for candidates to fill the position of General Manager and Chief Executive Officer of the Authority; and

WHEREAS, the aforesaid search resulted in the selection of India L. Birdsong ("Birdsong") as the General Manager and Chief Executive Officer of the Authority; and

WHEREAS, subsequent negotiations between the Board and Birdsong resulted in the execution of a five (5) year employment agreement effective as of September 16, 2019; and

WHEREAS, the Authority and Birdsong desire to amend the employment agreement to provide Birdsong up to 38 days of paid maternity leave during the first contract year ending on September 15, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio.

Section 1. That the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") and India L. Birdsong, General Manager and Chief Executive Officer of the Authority, hereby amend Section 3 of the initial employment agreement, said amendment to be effective as of May 18, 2020, in accordance with the terms of the First Amendment attached hereto.

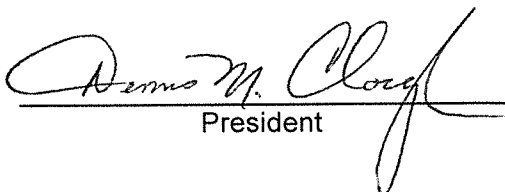
Section 2. That the President of the Board is hereby authorized and directed to execute the attached First Amendment to the employment agreement on behalf of the Authority.

Section 3. That all other terms and conditions of the initial employment agreement remain unchanged.

Section 4. That this resolution shall become effective immediately upon its adoption.

Attachment: First Amendment to Employment Agreement of India L. Birdsong, the General Manager and Chief Executive Officer for the Greater Cleveland Regional Transit Authority.

Adopted: May 12, 2020



President

Attest:



Interim Secretary-Treasurer

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT
OF THE
GENERAL MANAGER
FOR THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**

The parties to the Employment Agreement (“Agreement”) by and between the Greater Cleveland Regional Transit Authority (“Authority”) and India L. Birdsong (“General Manager”), effective as of September 16, 2019, mutually agree to amend the Agreement. Resolution No. 2020-41, adopted by the Authority’s Board of Trustees on May 12, 2020, authorizes this First Amendment to the Agreement.

Accordingly, Section 3, Benefits, is hereby amended by the addition of the following paragraph after the first paragraph of Section 3:

The Authority hereby grants to General Manager up to 38.0 days of paid maternity leave at the rate of her Regular Salary, for use only during the first contract year of this Agreement, to supplement the General Manager’s accrued but unused leave (personal, sick and vacation). General Manager must first utilize all accrued and unused leave before application for and use of the paid maternity leave granted by this First Amendment; and provided further, that during the period of the paid maternity leave granted by this First Amendment, General Manager must be available for consultation on the business affairs of the Authority related to her duties as General Manager.

The Deputy General Manager for Human Resources is hereby directed and authorized to administer the foregoing grant of maternity leave. This First Amendment shall be effective as of May 18, 2020.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Greater Cleveland Regional Transit Authority, by its Board President, having been duly authorized, and India L. Birdsong, General Manager have set their hands hereto on the date stated below.

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

By: _____
Dennis M. Clough, Board President

Date: May ___, 2020

India L. Birdsong, General Manager, CEO

Date: May ___, 2020