

**THIS PRINT COVERS CALENDAR ITEM NO.: 12**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Board of Directors

**BRIEF DESCRIPTION:**

Appointing Julie Kirschbaum to the position of Director of Transportation, effective March 1, 2025, and approving the execution of an employment agreement with Julie Kirschbaum that includes the following key terms: a term ending on March 1, 2030, annual base compensation in the amount of \$425,000 with a retroactive salary adjustment from January 1, 2025, benefits equivalent to specified benefits provided to members of the Executive Management bargaining unit under the 2024-2027 Memorandum of Understanding between the Municipal Executives Association and the SFMTA (MEA MOU) including specified wage increases, and nine months severance pay and compensation for nine months of employee's health care benefits if the Board terminates the employment agreement for convenience, subject to the limitations in Government Code Section 53260.

**SUMMARY:**

- Charter Section 8A.102(c) states that the SFMTA Board of Directors shall appoint a Director of Transportation, that the Director shall be employed pursuant to an individual contract, that an independent survey shall be conducted and that the Director's compensation shall be comparable to chief executive officers of the public transportation systems that most closely match the SFMTA in size, mission and complexity.
- On December 12, 2024, former Director of Transportation Jeffrey Tumlin announced he would not seek renewal of his contract and would be leaving the SFMTA when his contract expired on December 31, 2024. He appointed Julie Kirschbaum to Acting Director.
- On February 4, 2025, the Board met in Closed Session to discuss the appointment and hiring for the position and on February 18, 2025, the Board announced it would appoint Julie Kirschbaum as the next permanent Director of Transportation.
- The proposed salary, in the amount of \$425,000 is comparable and in most cases, below the salary paid to chief executive officers of the transit systems surveyed. Other benefits include: retroactive salary adjustment to January 1, 2025, benefits equivalent to specified benefits provided to members of the Executive Management bargaining unit under the MEA MOU including specified wage increases, and nine months of severance pay and compensation for nine months of employee's health care benefits if the Board terminates the employment agreement for convenience.

**ENCLOSURES:**

1. SFMTA Resolution
2. Employment Agreement

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**APPROVALS:**

CHAIR:                     *fo*                    

SECRETARY:                     *clim*                    

**DATE**

February 27, 2025

February 27, 2025

**ASSIGNED MTAB CALENDAR DATE:** March 4, 2025

**PURPOSE**

Appointing Julie Kirschbaum to the position of Director of Transportation, effective March 1, 2025, and approving the execution of an employment agreement with Julie Kirschbaum that includes the following key terms: a term ending on March 1, 2030, annual base compensation in the amount of \$425,000 with a retroactive salary adjustment from January 1, 2025, benefits equivalent to specified benefits provided to members of the Executive Management bargaining unit under the 2024-2027 Memorandum of Understanding between the Municipal Executives Association and the SFMTA (MEA MOU) including specified wage increases, and nine months severance pay and compensation for nine months of employee’s health care benefits if the Board terminates the employment agreement for convenience, subject to the limitations in Government Code Section 53260.

**STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

Indirectly this calendar item supports all goals in the Strategic Plan as well as Transit First Policy Principles, as it appropriately compensates the Director of Transportation who leads the SFMTA toward the achievement of all goals, objectives and principles.

**DESCRIPTION:**

**Background**

Charter Section 8A.102(c) states: “The Agency’s board of directors shall: ... [a]ppoint a Director of Transportation, who shall serve at the pleasure of the Board. The Director of Transportation shall be employed pursuant to an individual contract. His or her compensation shall be comparable to the compensation of the chief executive officers of the public transportation systems in the United States which the Board of Directors, after an independent survey, determine most closely resemble the Agency in size, mission, and complexity....”

On December 12, 2024, former Director of Transportation Jeffrey Tumlin announced he would not seek renewal of his contract and would be leaving the SFMTA when his contract expired on December 31, 2024. Director Tumlin appointed Julie Kirschbaum to Acting Director of Transportation to serve until the SFMTA Board of Directors selected and appointed a permanent Director of Transportation. This acting appointment was effective on January 1, 2025. On February 4, 2025, the Board met in Closed Session to discuss the appointment and hiring for the position and on February 18, 2025, the Board announced it would appoint Julie Kirschbaum as the next permanent Director of Transportation.

Julie Kirschbaum brings two decades of transportation experience to the role, most recently leading the SFMTA’s largest division as Director of Transit from 2018 to 2024. In this capacity, she oversaw all sections of the Transit Division, which serves over 500,000 customers daily, including Transit Operations, Maintenance of Way, Vehicle Maintenance, and transit planning, vehicle procurement and administration support functions. Acting Director Kirschbaum managed an operating budget of \$780 million and oversaw direct reports and over 4,000

employees. During her tenure, she introduced several programs designed to focus on service quality and customer experience including the Muni Forward Program, Fix it Week, and the Muni Service Equity Strategy. She guided the Transit Division through unprecedented challenges during the COVID-19 pandemic, including leading the Agency's FEMA Operation Branch. Acting Director Kirschbaum also led the capital programming for Fleet, Fixed Guideway and Transit Optimization valued at over \$1 billion, including the Train Control Upgrade Project.

Acting Director Kirschbaum has worked at the SFMTA since 2007 holding a number of roles including Program Manager for the Transit Effectiveness Project, Service Planning Manager, Deputy Director of Operations Support, and the Chief Transportation Officer. Prior to that she worked at the San Francisco County Transportation Authority as a Senior Planner.

Acting Director Kirschbaum received her undergraduate degree from Brown University and a master's degree in Transportation and Urban Planning from the Massachusetts Institute of Technology.

Additionally, she was recently awarded the 2024/25 Katherine G. Johnson Trailblazer Award by the Women's Transportation Seminar (WTS) SF-Bay Area Chapter for her groundbreaking work in transportation.

### **Employment Agreement**

The Employment Agreement sets forth the terms and conditions of Julie Kirschbaum's employment including appointment; term of appointment; authority and duties; extent of service; compensation and benefits, and termination and severance. The contract terms include a term ending on March 1, 2030, annual base compensation in the amount of \$425,000 with a retroactive salary adjustment from January 1, 2025, benefits equivalent to specified benefits provided to members of the Executive Management bargaining unit under the 2024-2027 Memorandum of Understanding between the MEA MOU including specified wage increases, and nine months severance pay and compensation for nine months of health care benefits for employee, not including employee's dependents, if the Board terminates the employment agreement for convenience, subject to the limitations in Government Code Section 53260.

### **Salary Comparability Survey**

Charter Section 8A.102(c)(1) states that the compensation paid to the Director of Transportation "shall be comparable to the compensation of the chief executive officers of the public transportation systems in the United States, which the directors, after an independent survey, determine most closely resemble the Agency in size, mission and complexity."

Those public transportation systems include: the Massachusetts Bay Transportation Authority (MBTA), Washington Metropolitan Area Transit Authority (WMATA - DC), Los Angeles Metropolitan Transportation Authority (LA Metro), Chicago Transit Authority (CTA) and San

Francisco Bay Area Rapid Transit District (BART).

A survey was conducted to determine the salary of the Chief Executive Officers (CEOs) at the listed public transportation systems. It is important to note that the SFMTA is unique in its structure as no other transit agency includes other modes such as bicycles, parking garages, pedestrians, traffic engineering, and taxicabs within their jurisdiction.

The average annual compensation paid to CEOs at the transportation systems surveyed is \$457,002. The median salary (50<sup>th</sup> percentile) is \$456,846.

The proposed salary, of \$425,000 is below the average salary and below the median salary for the CEO salaries surveyed.

### **STAKEHOLDER ENGAGEMENT**

Given the scale of the financial challenges the agency faces and the fact that there was a highly qualified internal candidate willing to step into the role, the SFMTA Board agreed to pursue a direct appointment. No formal stakeholder engagement was conducted.

### **ALTERNATIVES CONSIDERED**

The SFMTA Board could appoint a different candidate or propose different terms of employment at its discretion.

### **FUNDING IMPACT**

This will have no financial impact as the annual salary is a similar salary paid to the prior Director of Transportation.

### **ENVIRONMENTAL REVIEW**

On February 27, 2025, the SFMTA, under authority delegated by the Planning Department, determined that approving an employment contract for the Director of Transportation is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney has reviewed this calendar item. No other approvals are required.

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**RECOMMENDATION**

Approval of this item is a policy matter for the SFMTA Board of Directors.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The Board of Directors of the San Francisco Municipal Transportation Agency (SFMTA) has the duty under San Francisco Charter Section 8A.102(c)(1) to appoint a Director of Transportation who shall serve at the pleasure of the Board; and,

WHEREAS, Charter Section 8A.102(c)(1) requires that the Director of Transportation be employed pursuant to an individual employment contract; and,

WHEREAS, On December 12, 2024, former Director of Transportation Jeffrey Tumlin announced he would not seek renewal of his contract and would be leaving the SFMTA when his contract expired on December 31, 2024; and,

WHEREAS, On December 31, 2024, former Director of Transportation Jeffrey Tumlin appointed Julie Kirschbaum as Acting Director of Transportation until such time as the Board of Directors appointed a permanent Director of Transportation; and

WHEREAS, A survey was conducted that identified chief executive officers' compensation at public transportation systems that most closely resemble the SFMTA in size, mission and complexity; and,

WHEREAS, On February 27, 2025, The SFMTA, under authority delegated by the Planning Department, determined that approving an employment contract for the Director of Transportation is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and,

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors does hereby appoint Julie Kirschbaum to the position of Director of Transportation of the San Francisco Municipal Transportation Agency, effective March 1, 2025; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the execution of an employment agreement with Julie Kirschbaum that includes the following key terms: a term ending on March 1, 2030, annual base compensation in the amount of \$425,000 with a retroactive salary adjustment from January 1, 2025, benefits equivalent to specified benefits provided to members of the Executive Management bargaining unit under the 2024-2027 Memorandum of Understanding between the Municipal Executives Association and the SFMTA (MEA MOU) including specified wage increases, and nine months severance pay and compensation for nine months of employee's health care benefits if the Board terminates the employment agreement for convenience, subject to the limitations in Government Code Section 53260.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 4, 2025.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



## **SFMTA EMPLOYMENT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this 27th day of February 2025, by and between the City and County of San Francisco, a municipal corporation (the “City”), acting by and through the Board of Directors (the “Board”) of the San Francisco Municipal Transportation Agency (the “SFMTA”), and Julie Kirschbaum (“Employee”), an individual. The City and Employee shall be referred to jointly as the “Parties.”

1. **Appointment of Employee.** Exercising its authority under San Francisco Charter (“Charter”) Section 8A.102(c)(1), the Board hereby appoints Employee as the Director of Transportation of the SFMTA, to be effective on March 1, 2025. Employee accepts the appointment, with the understanding that Employee shall serve at the pleasure of the Board as an at-will, exempt employee, and may be terminated at any time pursuant to the provisions of Paragraph 5 below.

2. **Term of Appointment.** Employee’s appointment shall be for a term commencing on March 1, 2025, and expiring on March 1, 2030, unless earlier terminated as provided in Paragraph 5 below. The Parties can mutually agree to extend the term of this Agreement as provided in Paragraph 10 below.

3. **Authority and Duties; Extent of Service.** Employee shall exercise all duties of a City department head and of the Director of Transportation, including without limitation, the duties set forth in San Francisco Charter Section 8A.102 and San Francisco Administrative Code Section 2A.30, as those laws may be amended from time to time. Employee shall be the appointing officer for the SFMTA with power to appoint, discipline, remove, and supervise all employees of the SFMTA as provided by law. Employee shall administer and manage in a professional, efficient, and effective manner all functions and assets assigned to or under the jurisdiction of the SFMTA as set forth in and subject to Article VIIIA of the Charter, and shall perform any other duties and responsibilities consistent with the Director of Transportation position, including but not limited to those duties and responsibilities as the Board may assign to Employee from time to time.

Employee shall devote Employee’s full time and best efforts to the business of the SFMTA and the duties of the Director of Transportation position. Employee may not accept any employment with any other person, corporation, firm, or entity, or accept appointment as a member of a non-profit or governmental board or commission, without express prior approval from the Board.

4. **Compensation & Benefits.**

(a) Employee’s annual salary for the term of this Agreement shall be four hundred twenty-five thousand dollars (\$425,000) (“Annual Salary”). Employee’s Annual Salary shall be adjusted as set forth in the 2024 MEA MOU, defined in Paragraph 4(c) below. The Annual Salary shall be subject to such deductions and withholding as may be required by law, authorized by this Agreement, or otherwise authorized by Employee. The Annual Salary shall

be payable in the same manner and at the same time as the SFMTA pays other employees. Employee shall be entitled to retroactive salary payment equal to the difference between the wages already paid to Employee since January 1, 2025, and the pro-rata share of her Annual Salary from January 1 through February 28, 2025.

(b) The San Francisco Charter establishes the levels and terms and conditions of retirement benefits for members of the San Francisco Employees' Retirement System ("SFERS"), including Employee. Employee is responsible for paying required contributions to SFERS under the Charter, through a payroll deduction.

(c) Except as otherwise provided by this Agreement, Employee is entitled to benefits and other terms and conditions of employment equivalent to those provided to a member of the Executive Management bargaining unit under the terms of the Memorandum of Understanding for fiscal years 2024-2027 between the Municipal Executives Association ("MEA") and the SFMTA (the "2024 MEA MOU") that are specified in Exhibit A to this Agreement. When the 2024 MEA MOU refers to action by the Appointing Officer or City, such action shall be taken by the Board. After expiration or amendment of the 2024 MEA MOU, the terms in effect immediately prior to expiration or amendment will continue to apply for the term of this Agreement, until such time as the Board and Employee agree to amend this Agreement in accordance with Paragraph 10(b).

## 5. **Termination of Agreement.**

(a) Termination for Convenience. The Board may terminate this Agreement at any time at its convenience, without cause, and without stating any reason therefor. If the Board terminates this Agreement for convenience, Employee shall be entitled to severance as provided in Paragraph 0.

(b) Termination for Cause. The Board may terminate this Agreement for Cause. Before any such termination, an investigator independent of the Board and appointed by the Mayor shall first conduct a fair and thorough investigation of the circumstances providing Cause for Employee's termination, and allow Employee an opportunity to respond. Cause for termination is defined as any of the following:

- (1) any material violation by Employee of this Agreement or any City or SFMTA policy, practice, or procedure, including, but not limited to policies prohibiting discrimination, harassment, or retaliation in the workplace, and prohibiting workplace violence or threats; or
- (2) the commission by Employee of any material act of misconduct or dishonesty, or intentional or grossly negligent disclosure of confidential information; or
- (3) the commission by Employee of any material act prohibited by the SFMTA Statement of Incompatible Activities; or
- (4) the commission by Employee of any act or omission that the

Board concludes has a direct, substantial and adverse effect on the reputation of the City or SFMTA or on Employee's ability to provide effective leadership for the SFMTA, including but not limited to any act that reflects dishonesty in representations made by Employee in connection with her selection and appointment as Director of Transportation.

(c) Notice and Meet and Confer prior to Termination for Cause. If, after receiving the investigator's findings, the Board decides to proceed with termination for Cause, the Board shall provide written notice to Employee specifying the basis for such termination, after which Employee and the Board shall meet and confer in an attempt to resolve the dispute and avoid termination. If no agreement is reached within thirty (30) days following the issuance of notice, Employee shall be terminated for Cause.

(d) Effect of Termination for Convenience or Cause. Except as provided in Paragraph 6 below, if the Board terminates this Agreement, Employee's employment will terminate immediately and Employee's compensation and benefits under the terms of this Agreement shall cease.

6. **Severance.** If the Board terminates this Agreement for convenience, then subject to the limitations in Government Code section 53260, Employee shall receive all earned but unpaid compensation under this Agreement, plus a severance payment ("Severance Payment") equal to nine (9) months of Employee's Annual Salary, calculated without adjustments made under Paragraph 4(b) of this Agreement, plus the cost of continuing Employee's health care coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for nine (9) months. The Severance Payment shall be paid in the same manner and at the same time as other SFMTA employees are paid, though Employee may elect instead to receive such amount in a lump sum. Employee shall not be entitled to the Severance Payment unless Employee first submits to the SFMTA Board, in a form acceptable to the City Attorney, a waiver of rights releasing the City and all agents, employees, departments, commissioners and officers thereof, from any and all actions, causes of action, damages, claims and demands, in law or in equity, that may arise of the Employee's employment or termination. Pursuant to Government Code section 53260, regardless of the term of the Agreement, if the Agreement is terminated, the maximum cash settlement that Employee may receive shall be the lesser of the Severance Payment, or an amount equal to the monthly salary of the Employee multiplied by the number of months left on the unexpired term of the contract, with exceptions as specified in section 53260.

7. **Resignation, Death, Incapacity.** Employee may resign Employee's appointment upon at least sixty (60) days' advance written notice to the Board or any shorter period agreed to by the Board. Compensation due under the terms of this Agreement shall cease on the day after Employee's resignation, death or incapacity. For purposes of this Agreement, "incapacity" shall be defined as the inability of Employee, as a result of any physical or mental illness or infirmity, to perform the essential functions of the Director of Transportation position with or without reasonable accommodation.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Either Party shall have the right to enforce this Agreement in a state or federal court located in San Francisco, California.

8. **Notices.** All notices and any other written communication required or permitted to be served hereunder or by law shall be in writing and be deemed served by delivering or mailing the same, postage prepaid, and addressed as follows:

To the Board:            Chair, Board of Directors  
                                 San Francisco Municipal Transportation Agency  
                                 One South Van Ness Avenue, Seventh Floor  
                                 San Francisco, California 94103

To Employee:            Director of Transportation  
                                 San Francisco Municipal Transportation Agency  
                                 One South Van Ness Avenue, Seventh Floor  
                                 San Francisco, California 94103

Either party may modify the address at which it shall receive notice under this Agreement by three days' prior written notice to the other party.

9. **Representation.** The Director of Transportation position is not represented by any union, covered by any union memorandum of understanding or other agreement, or covered the City's Unrepresented Employee Ordinance.

10. **Extension and Amendment of Agreement.**

(a) Annual extension. Beginning on March 1, 2029, and continuing annually thereafter, the Parties may mutually agree to extend the term of this Agreement by one additional calendar year. Said agreement shall be memorialized by execution of Exhibit B before the termination date of this Agreement. All terms and conditions of this Agreement, other than its expiration, shall remain in full force and effect.

(b) All other amendments. Notwithstanding any other provision in this Agreement, the Parties may amend any term of this Agreement by executing a writing signed and approved by the Board and Employee in the same manner as this Agreement.

*(continued on next page)*

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written understandings between the parties. There are no oral or written covenants, inducements, promises or agreements between the parties except as contained herein.

\_\_\_\_\_  
Janet Tarlov, Chair  
SFMTA Board of Directors

\_\_\_\_\_  
Julie Kirschbaum

**Approved as to form:**

David Chiu, City Attorney

**Authorized by the Board of Directors of the  
San Francisco Municipal Transportation  
Agency:**

Resolution No.: \_\_\_\_\_

By:

\_\_\_\_\_  
Matthew K. Yan  
Deputy City Attorney

Adopted: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Christine Silva, Secretary  
SFMTA Board of Directors

**Exhibit A**  
**Employment Agreement**

Employee is entitled to benefits and other terms and conditions of employment equivalent to those provided under the following provisions of the 2024 MEA MOU, as provided in paragraph 4(c) of the Employment Agreement:

1. The following sections of Article III: Pay, Hours and Benefits:

Section III.A:	Wages (paragraphs 125-135)
Section III.I:	Methods of Calculation
Section III.K.2:	Management Leave
Section III.P.1:	Recognized Holidays
Section III.Q:	Vacation
Section III.R:	Sick Leave
Section III.S:	State Disability Insurance
Section III.U:	Management Flex Spending – Compensation Package
Section III.AA:	Retirement Planning Seminar
Section III.BB:	Life Insurance
Section III.CC:	Parental Release Time
Section III.DD:	Direct Deposit of Payments
Section III.EE:	Eye Examination
Section III.FF:	Jury Duty

2. The following section of Article IV: Training, Career Development and Incentives:

Section IV.A:	Management Training Funds
Section IV.B:	Paid Status During Training
Section IV.C:	Reimbursement for Licenses, Certificates and Professional Memberships

3. The following sections of Article V: Working Conditions:

Section V.C:	Mileage Reimbursement
Section V.D:	Parking Facilities

**Exhibit B**  
**Annual Extension**

Pursuant to Paragraph 10(a) of the Employment Agreement (“Agreement”) between Julie Kirschbaum and the Board of Directors of the San Francisco Municipal Transportation Agency (together the “Parties”), the Parties hereby agree to extend the termination date of the Agreement by one additional calendar year, to \_\_\_\_\_.

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

\_\_\_\_\_ Date: \_\_\_\_\_  
SFMTA Board of Directors  
By:  
Title:

\_\_\_\_\_ Date: \_\_\_\_\_  
Julie Kirschbaum