EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
RACHEL JOHNSON

This Agreement made this 24th day of October, 2022 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Rachel Johnson, a natural person (hereafter, the “Transit Chief Administrative Officer” or “CAO”).

WITNESSETH;

WHEREAS, the City desires to hire Rachel Johnson as an employee of the City of Madison to perform the services described herein on its sole behalf as the Transit Chief Administrative Officer, and

WHEREAS, the Transit Chief Administrative Officer represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Transit Chief Administrative Officer, and

WHEREAS, the Transit Chief Administrative Officer has been duly selected and has been confirmed for appointment to the position of Transit Chief Administrative Officer by the Common Council of the City of Madison on _____, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. _____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. TRANSIT CHIEF ADMINISTRATIVE OFFICER HIRED

Rachel Johnson is hereby hired as a non-civil service employee of the City, holding the position of Transit Chief Administrative Officer pursuant to the terms, conditions and provisions of this Agreement. The Transit Chief Administrative Officer shall act as an Appointing Authority for employees of the Transit Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRANSIT CHIEF ADMINISTRATIVE OFFICER

A. General Responsibilities:

The Chief Administrative Officer is an executive level position reporting to the General Manager and provides leadership and direction for the Finance, Human Resources, Information Systems, and Legal units within Metro. This position is responsible for infusing racial equity, social justice and inclusion goals, principles, and tools, into all aspects of work at Metro Transit and the City of Madison.

B. Example Duties:

- Provide overall leadership, strategy, coordination and monitoring of the staff of Metro Human Resources, Finance, Information Systems, and Legal units through subordinate managers.
- Act as the process improvement champion for the organization
- Consider and incorporate racial equity, social justice, inclusion, and belonging in all facets of work
- Responsible for developing, implementing, and maintaining Metro administrative policies and procedures, including compliance with City issued Policy Memoranda.
- Coordinate and collaborate with other departments of Metro and the City in establishing and carrying our responsibilities.
- Support all Metro units in navigating Federal, State, and City processes
- Lead Metro Human Resources Unit through subordinate Manager
    - Assist in negotiations of Union Contracts and new policies/procedures.
    - Administer and comply with established policies with respect to the Union Contract and policies on Equal Employment Opportunity Serve at Metro's EEO Officer. Implement and oversee Metro's Civil Rights programs and promotes DEI activities, approaches, tools, and techniques.
    - Provide oversight to succession planning and mentoring programs
    - Manage Employment Ethics programs and training of employees to ensure a high level of Ethics compliance.
    - Oversee subordinate staff in hiring, orientation, leave tracking and paperwork, benefits, discipline, complaint investigations, DBE program establishment and tracking, and training program development and execution.
- Lead Metro Finance Unit through subordinate Manager
    - Develop long term budget projections
    - Identify innovative financing methods to support future programs and operations
    - Oversee subordinate staff through manager and supervisors in budget development, payroll, procurement, accounts payable/receivable, and grants management.
- Lead Metro Information Systems Unit through a subordinate Coordinator
    - Champion and sponsor IT projects through the organization intended to improve organizational efficiency
    - Coordinate activities with organizational goals and related city departments and policies

- Oversee subordinate coordinator in the development and execution of projects, support for Metro's technology systems, and interfacing with City IT on policies and procedures
- Oversee Metro Legal Compliance through a staff attorney
- Serve as a member of the Metro Executive Team and act for and on behalf of the General Manager as needed

Perform related work as required.

C. The Transit Chief Administrative Officer agrees to perform such functions and duties at a professional level of competence and efficiency. The CAO shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).

D. The Transit Chief Administrative Officer shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the CAO's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the CAO is not compensated for such activities. Nothing herein limits the CAO from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

E. The standard Metro workweek is 40.00 hours. However, the CAO shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

F. The CAO shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.

G. The Transit Chief Administrative Officer shall establish City residency and continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the CAO agrees to

waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

A. The Transit Chief Administrative Officer's salary shall be based on an annualized rate of $135,000 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The CAO shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses. Should the CAO not start prior to 1/1/2023, this compensation will be increased by the increase amount granted all Compensation Group 18.

B. The Transit Chief Administrative Officer shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:

1. The Transit Chief Administrative Officer shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action throughout the duration of this agreement subject to paragraph II. (G) above.

2. The Transit Chief Administrative Officer shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Mayor. Except as otherwise provided, the CAO shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the CAO's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the CAO leaves employment with the City, but does not retire, the CAO shall be entitled to payment for one- half (50%) of any unused sick leave to which the CAO would otherwise be entitled.

3. The Transit Chief Administrative Officer shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Transit Chief Administrative Officer and in accordance with applicable Administrative Procedure Memoranda.

4. The Transit Chief Administrative Officer shall be reimbursed for relevant professional association and/or licensure dues.

5. The Transit Chief Administrative Officer shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

6. The Transit Chief Administrative Officer shall be eligible to be a CARS monitor in the City CARS program.

7. The Transit Chief Administrative Officer shall be reimbursed for relocation expenses for the CAO's relocation to the City of Madison in accordance with APM 2-1. The CAO is responsible for obtaining three (3) bids for the move and submitting them to the City for authorization. Relocation expenses include: commercial carrier expenses, personal transportation expenses, temporary housing, and temporary storage of household items. The maximum reimbursement is $15,000 plus the fee for the commercial carrier.

   If the Transit Chief Administrative Officer resigns during the first twelve (12) months, the City shall be reimbursed for the relocation expenses; up to twenty-four (24) months, the CAO shall repay 50% of said total relocation expenses.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

A. This Agreement shall take effect on_____, and shall expire on _____, unless terminated sooner as provided herein.

B. For a period of twelve (12) months from the effective date of this Agreement, the Transit Chief Administrative Officer shall serve a probationary period. During the probationary period, the Transit Chief Administrative Officer serves at the pleasure of the Mayor and may be removed at will by the Mayor, in consultation with the Transit General Manager. The Mayor will give the Transit Chief Administrative Officer four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Transit Chief Administrative Officer may only be removed as otherwise provided herein.

C. The Mayor, in their sole discretion and after consultation with the Transit General Manager, may offer renewal of this Agreement to the Transit Chief Administrative Officer. The Mayor shall notify the Transit Chief Administrative Officer of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Transit Chief Administrative Officer shall extend the term of this

Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Transit Chief Administrative Officer's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.

D. The Mayor, in their sole discretion and after consultation with the Transit General Manager, may elect not to offer renewal of this Agreement to the Transit Chief Administrative Officer. In such event, the Mayor shall notify the Transit Chief Administrative Officer of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, the Transit Chief Administrative Officer will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Transit Chief Administrative Officer is qualified.

E. In the event of non-renewal of this Agreement, under either Paragraphs C or D above, the Mayor may, in their sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of this Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Transit Chief Administrative Officer of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Transit Chief Administrative Officer the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Transit Chief Administrative Officer's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

A. The Transit Chief Administrative Officer is subject to the Transit General Manager's supervision and is, during the term of this Agreement, subject to the Transit General Manager's authority to impose discipline on or to discharge the Transit Chief Administrative Officer for a breach of this

agreement if deemed necessary. The Transit Chief Administrative Officer shall come to work and follow all applicable work rules including those designed to protect the interests and safety of the City, employees, and members of the general public. The City recognizes, however, that corrective action may be necessary if the Transit Chief Administrative Officer fails to meet these expected standards. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered consistent with the accepted standards of just cause.

B. The Transit Chief Administrative Officer is expected to prepare an annual work plan for their Division. The Transit Chief Administrative Officer shall be evaluated annually by the Transit General Manager to assess work performance. This evaluation shall include the establishment of departmental goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department/division heads, staff supervised by the Transit Chief Administrative Officer, and/or Common Council Members.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Transit Chief Administrative Officer. The City retains the sole right to determine the organizational structure and overall functioning of the Transit Division.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Transit Chief Administrative Officer's duties or responsibilities change significantly. A "significant" change in the CAO's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Department services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Transit Chief Administrative Officer against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent

authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Transit Chief Administrative Officer shall file a Statement of Economic Interests with the City Clerk within 14 days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement no later than April 30 of each year.

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Transit Chief Administrative Officer prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The CAO will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Transit Chief Administrative Officer shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

A. The Transit Chief Administrative Officer may unilaterally terminate this Agreement during its term. If the CAO unilaterally terminates this Agreement on less than forty-five (45) calendar days' notice in writing to the Mayor, the CAO shall forfeit all rights to recover the cash equivalent of accumulated sick leave, unused vacation leave, and all other future benefits. These forfeiture provisions shall not apply if the CAO retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements). Upon expiration of this agreement or, if the CAO unilaterally terminates this agreement on forty-five (45) or more calendar days' notice in writing to the Mayor, the CAO shall have rights to be paid the cash equivalent of accumulated sick leave, unused vacation and all other future benefits accumulated at the time of the termination, as provided in Section 3 of this Agreement.

B. The Transit Chief Administrative Officer's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of

the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Transit Chief Administrative Officer, the CAO shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Transit Chief Administrative Officer or the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of Transit Chief Administrative Officer or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Transit Chief Administrative Officer or reorganizes the Division to the extent that the position of Transit Chief Administrative Officer is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code).

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Transit Chief Administrative Officer shall not assign or subcontract any interest or obligation under this Agreement.

XIV. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the parties approved and authorized for execution in the same fashion as this original Agreement.

XV. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the

parties hereto.

XVII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness	Satya Rhodes-Conway, Mayor
Witness	Maribeth L. Witzel-Behl, City Clerk
Witness	Rachel Johnson, Chief Administrative Officer

APPROVED:

David P. Schmiedicke
Finance Director

APPROVED AS TO FORM:

Michael Haas, City Attorney