

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
JESSICA STAMMER**

This Agreement made this December 10, 2024 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Jessica Stammer, a natural person (hereafter, the "Transit Chief People Officer" or "CPO").

WITNESSETH;

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

WHEREAS, the Transit Chief People Officer is a working title for the Transit Chief Administrative Officer, and

WHEREAS, the CPO possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as the Transit Chief People Officer, and

WHEREAS, the CPO has been duly selected and has been confirmed for appointment to the position of Transit Chief People Officer by the Common Council of the City of Madison on December 10, 2024, and

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

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 PEOPLE OFFICER HIRED

Jessica Stammer is hired as a non-civil service employee of the City, holding the position of Transit Chief People Officer pursuant to the terms, conditions and provisions of this Agreement. The CPO shall have and exercise full authority and discretion as a Division Head within the City's organizational structure and act as Appointing Authority for employees of the Transit Administrative Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE Transit Chief People Officer

A. General Responsibilities:

Under the direction and as an extension of the General Manager, this position is at the chief level of senior management reporting to the General Manager, and peers with the three other Chiefs. This position is expected to provide multi-disciplinary executive leadership and oversight over the activities and functions of Customer Service, Human Resources, Safety, and Partnership Management for Metro. The role requires strong coordination with administrative departments of the City of Madison to ensure that Metro's administrative units are functioning in accordance with city-wide policies and procedures. The Chief People Officer also is expected to, under the guidance of the General Manager, interact closely with elected officials and staff from Metro's partners, including all surrounding Cities, and University of Wisconsin, and the Madison Metropolitan School District. 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, Safety, Customer Service, and Partnership Management units through lower-level managers.
- Identify and implement culture and process improvements across the organization Consider and incorporate racial equity, social justice, inclusion, and belonging in all facets of work.
- Assist in negotiations of Union Contracts and new policies/procedures.
- 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 lower-level staff in hiring, orientation, leave tracking and paperwork, benefits, discipline, complaint investigations, DBE program establishment and tracking, and training program development and execution.
- Coordinate activities with organizational goals and related city departments and policies.
- Lead Coordination with City of Madison administrative departments:
 - Maintain communications with relevant City of Madison administrative departments
 - Set up regular meetings with relevant departments
 - Tailor city-wide policies and procedures to Metro's use
 - Seek input from city-wide partners
 - Act as Metro representative for helping with city-wide projects and initiatives
- Coordinate with Metro partners:

- Conduct regular check-ins with partners to ensure satisfaction
 - Prepare and distribute regular reports
 - Works as an extension of the General Manager, thinking and operating strategically:
 - Maintains appropriate communications within area of responsibilities
 - Conforms with and abides by all regulations, policies, work procedures and instructions
 - Works collaboratively with other members of the Executive Leadership Team
 - Ensure customer-focused mindset for the Administrative functional units
- C. The CPO agrees to perform such functions and duties at a professional level of competence and efficiency. The CPO 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 CPO 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 CPO'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 CPO is not compensated for such activities. Nothing herein limits the CPO 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 City workweek is 40 hours. However, the CPO 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 CPO 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 CPO shall continue to reside within the City of Madison for the

duration of this contract. As a condition of accepting this contract, the CPO agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The CPO's salary shall be based on an annualized rate of \$ 144,500 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 CPO shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The CPO 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 CPO shall receive the same benefits as all other non-represented professional employees in Compensation Group 44 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 CPO shall be entitled to twenty-five (25) 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 Director of Human Resources. Except as otherwise provided, the CPO shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the CPO's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. If the CPO accrues a balance of more than five weeks from the preceding year(s), the CPO may elect to convert up to ten (10) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The CPO shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
 - 3. Sick Leave: If the CPO leaves the position before the end of the contract period, the CPO shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The CPO shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the CPO terminated City employment during the contract

period. If the City terminates the CPO's contract before the end of the contract period or the CPO leaves the position at the end of the contract period or the CPO retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the CPO would have earned through the end of that year.

4. The CPO shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as CPO and in accordance with applicable Administrative Procedure Memoranda.
5. The CPO shall be reimbursed for relevant professional association and/or licensure dues.
6. The CPO shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. **This Agreement shall take effect on December 22, 2024, and shall expire on December 21, 2029, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period following December 10, 2024.**
- B. The Transit General Manager and Mayor, in their sole discretion, may offer renewal of this Agreement to the CPO. The Transit General Manager and Mayor shall notify the CPO of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the CPO 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 CPO'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 Transit General Manager and Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the CPO. In such event, the Transit General Manager and Mayor shall notify the CPO 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 CPO will, at the sole discretion of the Transit General Manager and Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the CPO is qualified.

- E. In the event of non-renewal of this Agreement, under either Paragraph D above, the Transit General Manager and 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 Transit General Manager and Mayor. The early termination is to be accomplished by (a) notifying the CPO of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the CPO 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 CPO's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

For a period of twelve (12) months from the effective date of this Agreement, the CPO shall serve a trial period. During the trial period, the CPO serves at the pleasure of the Transit General Manager and Mayor and may be demoted to their previous position at will by the Transit General Manager and Mayor. The Transit General Manager will give the CPO four (4) weeks' notice of demotion. Following the trial period, and for any renewal of this Agreement, the CPO be removed as otherwise provided herein.

The CPO 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 CPO as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The CPO shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of suspension or discharge.

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 CPO. The City

retains the sole right to determine the organizational structure and overall functioning of the Metro Transit.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the CPO's duties or responsibilities change significantly. A "significant" change in the CPO'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 CPO 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 CPO 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 CPO prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The CPO 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 CPO shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

- A. The CPO may elect to terminate this Agreement before the expiration of the contract period. If the CPO provides less than forty-five (45) calendar days' notice in writing to the Transit General Manager and Mayor, the CPO forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the CPO provides forty-five (45) calendar days' notice, or greater, in writing to the Transit General Manager and Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the CPO leaving during the contract period. These forfeiture provisions do not apply if the CPO retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The CPO'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 CPO, the CPO 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 CPO or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Transit Chief People 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 People Officer or reorganizes the Department to the extent that the position of Transit Chief People 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). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The CPO 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

Jessica Stammer

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Director

Michael Haas, City Attorney