

THIS PRINT COVERS CALENDAR ITEM NO. : 8

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

Approving an employment agreement with Debra A. Johnson to serve as Acting Executive Director/CEO of the SFMTA

SUMMARY:

- On June 28, 2011, the Board of Directors appointed Debra Johnson to the position of Acting Executive Director/CEO, effective July 1, 2011. Ms. Johnson will serve in this capacity until a permanent Executive Director/CEO is appointed and begins service.
- Charter Section 8A.102(c) (1) requires that the SFMTA Executive Director/CEO be employed pursuant to an individual employment contract
- Ms. Johnson's annual base salary for the term of this Agreement shall be \$250,000

ENCLOSURES:

1. SFMTAB Resolution
2. Employment Agreement

APPROVALS:

DATE

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Roberta Boomer

ASSIGNED SFMTAB CALENDAR DATE: _____

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, On June 28, 2011, the Board of Directors appointed Debra A. Johnson to the position as Acting Executive Director/CEO, effective July 1, 2011, to serve in that capacity until a permanent Executive Director/CEO is appointed and begins service; and

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

WHEREAS, The Board of Directors has reviewed the employment agreement between the City and Ms. Johnson on file with the Secretary to the Board of Directors; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves an employment agreement with Debra A. Johnson to serve as Acting Executive Director/CEO of the SFMTA.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SFMTA EMPLOYMENT AGREEMENT

THIS AGREEMENT (Agreement) is made this 19th day of July, 2011, by and between the City and County of San Francisco, a municipal corporation (City), acting by and through the San Francisco Municipal Transportation Agency (the SFMTA), and Debra A. Johnson (Johnson), an individual.

1. **Appointment of Johnson.** On June 28, 2011, Johnson was appointed under San Francisco Charter Sections 8A.102(c) (1) as the acting Executive Director/CEO of the SFMTA, effective July 1, 2011. Johnson is an at-will, exempt employee.

2. **Term of Agreement.** This Agreement shall commence as of July 1, 2011 and expire upon the effective date of an employment agreement between the City and a permanent Executive Director/CEO, unless earlier terminated as provided elsewhere in this Agreement.

3. **Authority and Duties.** Johnson shall 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.

4. **Compensation & Benefits.** Johnson's annual base salary for the term of this Agreement shall be \$250,000, subject to such deductions and withholding as may be required by law, authorized by this Agreement, or otherwise authorized by Johnson. Johnson will be entitled to and subject to terms equivalent to those provided, as of July 1, 2011, for an 0965 Department Head under the terms of the agreement for fiscal years 2006-2012 between the Municipal Executives Association (MEA) and the City (2012 MEA MOU), including those provided in Section IIIR, paragraphs 206-209, but excluding the provisions of the MEA MOU listed on Exhibit A to this Agreement. When Appointing Officer or City action is referenced in the MEA MOU, action by the SFMTA Board of Directors will be appropriate for purposes of this paragraph. After the expiration or amendment of the 2012 MEA MOU, the applicable 2012 MEA MOU terms in effect as of the date of expiration or amendment will continue to apply for the term of this Agreement.

5. **Termination of Agreement.** The SFMTA Board of Directors may terminate this Agreement at any time at its convenience, without cause, and without stating any reason therefore. If such termination occurs, Johnson's employment as acting Executive Director/CEO will terminate automatically and her compensation and benefits shall cease consistent with Paragraph 4.

6. **Resignation, Death, Incapacity.** Johnson may resign her appointment upon at least 45 days' advance written notice to the SFMTA Board of Directors or any shorter period agreed to by the SFMTA Board of Directors. Compensation due under the terms of this Agreement shall cease on the day after Johnson's resignation, death or incapacity.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and enforced only 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 Board of Directors: Chairman, Board of Directors
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, Seventh Floor
San Francisco, California 94103

To Johnson: Acting Executive Director/CEO
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 day's prior written notice to the other party.

9. **Representation.** The position of Executive Director/CEO of the SFMTA is not represented by any union or covered by any union contract nor is it covered under the Unrepresented Employee Ordinance.

10. **Entire Agreement/Amendment.** 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. This Agreement may be amended only by a writing signed by and approved by the Board of Directors of the Municipal Transportation Agency and Johnson in the same manner as this Agreement.

Debra A. Johnson

Tom Nolan
Chairman, SFMTA Board of Directors

San Francisco Municipal Transportation Agency
Board of Directors
Resolution No. _____
Adopted: _____
Attest: _____

Secretary, SFMTA Board of Directors

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

Mariam Morley
Deputy City Attorney

Exhibit A

Employment Agreement

The following provisions of the MEA MOU for fiscal years 2006-2012 between the MEA and the City and County of San Francisco (MEA MOU) are *excluded* as provided in Paragraph 4 of the Employment Agreement dated July 19, 2011 between the SFMTA Board of Directors and Debra A. Johnson:

1. Article I. Representation
2. Article II. Employment Conditions
3. The following sections of Article III: Pay, Hours and Benefits:
 - a. Section III(B)
 - b. Section III(C)(Acting Assignment Pay)
 - c. Section III(D)(Supervisory Differential Adjustment)
 - d. Section III(E)(1T Supervisory Adjustment)
 - e. Section III(F)(Adjustments)
 - f. Section III(G)(Special Premiums)
 - g. Section III(H)(Salary Step Plan and Salary Adjustments)
 - h. Section III(I)(Methods of Calculation)
 - i. Section III(J)(Work Schedule)
 - j. Section III(L)(Overtime)
 - k. Section III(M)(Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized)
 - l. Section III(N)(Fair Labor Standards Act)
 - m. Section III(O)(Call Back)
 - n. Section III(P)(Pyramiding of Premiums)
 - o. Section III(CC)(D)(Rules Applicable to All Employees in the MCCC)
 - p. Section III(DD)(Capital Improvement Program (CIP))
4. The following section of Article IV: Training, Career Development and Incentives:
 - a. Section IV(A)(Management Training)
5. The following sections of Article V: Working Conditions:
 - a. Section V(A)(Health and Safety)
 - b. Section V(B)(Safety Equipment for Peace Officers)
 - c. Section V(D)(Parking Facilities)
6. Article VI: Implementation and Term of Agreement.

