



## Human Resources Department

Bradley Wirtz, Human Resources Director

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Date: March 3, 2017

From: Brad Wirtz, HR Director

To: CCOC

**Re: Common Council Chief of Staff**

A President's Work Group was created to facilitate the development and implementation of the Common Council Chief of Staff position that was approved in the 2017 Operating Budget. Ald. Denise Demarb (Chair), Ald. Ledell Zellers and Ald. Shiva Bidar-Sielaff were appointed to serve on the work group.

In addition to the Work Group members, the following HR staff attended meetings:

Brad Wirtz, HR Director  
Susan Gafner, HR Analyst  
Mike Lipski, HR Services Manager

The Work Group has drafted recommendations for the following items:

- Position Description
- Reporting Structure
- Council Office Structure
- Compensation Group/Salary Range
- Ordinance Requirements
- Employment Contract
- Recruitment Process
- Screening Process
- Interview Questions

### **Position Description**

Recommendation: The work group defined three major areas of focus for the position broken down into the following percentages: 40% Policy Development, Analysis, and Implementation, 40% Strategic Management of Common Council Office Operations, and 20% Common Council Office Communications. The percentages and job responsibilities are subject to change over time as experience with this new position provides additional insight and job responsibilities evolve. A draft position description is attached.

### **Reporting Structure**

Recommendation: Similar to how the Library Director reports to the Library Board, the Chief of Staff will report directly to the Executive Committee. The Executive Committee will be responsible for directing the work of the Chief of Staff and any required personnel actions. The Council President will provide oversight for daily administrative tasks such as vacation and sick leave approvals.

### **Council Office Structure**

Recommendation: All Council Office Staff as well as the Common Council Legislative Analyst will report to the Chief of Staff.

### **Compensation Group/Salary Range**

Recommendation: Although the approved budget references placement of this position into Compensation Group 19, Range 28, the Work Group is recommending placement of this position into Compensation Group 21, Range 18 (\$94,365 - \$127,391). After reviewing the salary of comparable external positions, considering internal positions, and the job responsibilities and training and experience requirements, the Work Group believes this range is appropriate to recruit a reasonable amount of qualified and talented candidates.

### **Ordinance Requirements**

Recommendation: It would be appropriate to create an ordinance similar to that of Deputy Mayor, exempting this position from the Civil Service and the managerial compensation plan, and identifying the reporting and benefit structures. The ordinance which includes the salary range for compensation group 21 should also be modified to incorporate the position of Common Council Chief of Staff in Range 18. The City Attorney's Office has drafted an ordinance which is attached. Other terms and conditions of employment will be outlined in the employment contract, similar to members of Compensation Group 21, which is described below. A draft ordinance is attached.

### **Employment Contract**

Recommendation: In order to provide job security to the candidate and consistency for the council office, the Work Group is recommending a 5-year employment contract similar to others in Compensation Group 21. The contract identifies the duties and responsibilities of the position, and outlines the terms of employment and other requirements. The Executive Committee would be solely responsible for offering renewal of the contract to the current incumbent following the completion of the 5-year term. Upon selection of the candidate, the contract would be negotiated by the HR Director at the direction of the Executive Committee and approved by the Common Council. A draft contract is attached.

### **Recruitment Process**

Recommendation: Human Resources recruit for applicants through the following organizations:

- [UW-Madison LaFollette School of Public Affairs](#)
- [UW-Madison Department of Urban and Regional Planning](#)
- [UW-Madison](#) & [UW Milwaukee](#) Departments of Political Science

- [UW-Madison](#) & [UW-Milwaukee](#) Departments of Sociology
- [UW-Madison Law School](#)
- [Marquette University Law School](#)
- [National League of Cities](#)
- [International City/County Management Association](#)
- [League of Wisconsin Municipalities](#)
- [National Conference of State Legislators](#)
- [Council of State Governments](#)
- [National Governor's Association](#)
- [U.S. Conference of Mayors](#)
- [Idealist.org](#) type of site
- [CNU.org](#) (Congress for New Urbanism)
- [Linkedin.com](#)
- Recommendations from Department of Civil rights
- Recommendations from GARE (Government Alliance on Race & Equity)
- Additional recommendations from Council Members
- Council members will be encouraged to share the posting with potential candidates they feel will be a good fit for the position.

### **Screening Process**

Recommendation: HR will perform an initial screen for minimum qualifications. Following the initial screening, a formal resume screen will be conducted by subject matter experts to rank the top 20 candidates. An initial interview of the top 10 candidates, including benchmarks and scoring criteria, will be conducted by a group consisting of alders and others identified by the Executive Committee. The top 2-4 candidates will be interviewed by the Executive Committee and a final candidate will be selected.

### **Interview Questions**

Recommendation: Human Resources staff would work with alder(s) to develop the resume screen, benchmarks and interview questions.

### **Training & Experience**

Recommendation: Given the knowledge and ability expectations outlined in the position description, HR is recommending required experience consist of 4 years of related experience in policy development and advocacy, and a Bachelor of Arts degree in public policy, public administration, journalism, finance, or urban studies. A Master's degree in public policy, urban planning, political science, public administration or a law degree could be substituted for 2 years of experience.

## CITY OF MADISON POSITION DESCRIPTION

1. Name of Employee (or "vacant"):

Work Phone:

2. Class Title (i.e. payroll title):

Council Chief of Staff

3. Working Title (if any):

Council Chief of Staff

4. Name & Class of First-Line Supervisor:

Common Council Executive Committee

Work Phone:

5. Department, Division & Section:

Common Council

6. Work Address:

210 MLK JR BLVD

7. Hours/Week: 38.75

Variable work week.

Position will require attendance at Common Council, Finance Committee, and Executive Committee meetings which generally take place after 4:30pm

8. Date of hire in this position:

9. From approximately what date has employee performed the work currently assigned:

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10. **Position Summary:**

This position is responsible for the strategic management of the Council Office and staff. This includes developing staff and program level strategies, setting priorities, problem solving and providing leadership to ensure optimal support for Alders in the execution of Alder initiatives and responsibilities. The incumbent will provide expert consultation and support in the analysis of City policy and will provide assistance to individual Alders in navigating City legislative and administrative processes and procedures. The incumbent will build relationships and serve as a communication and policy liaison between the Common Council Office, the Mayor's Office, City managers and staff, and the public.

11. Functions and Worker Activities: (Do NOT include duties done on an "Out-of-Class" basis.)

40% A. **Policy Development, Analysis, and Implementation**

1. Review the policy analysis of Council Office Staff, identify areas for improvement, and facilitate the movement from policy analysis to Common Council action. Suggest resolutions or ordinance modifications where appropriate.
2. Maintain a neutral position on policy decisions while providing expert advice and consultation to Alders on a wide range of highly complex, sensitive, and confidential topics.
3. Work with the Mayor's Office, City departments, community organizations, and other entities where tact, persuasiveness and judgment must be exercised to reach an objective or maintain goodwill.
4. Assist council members in navigating City legislative and administrative policies and procedures.
5. Work with City Department Heads and Managers to determine the impact of legislative decisions on City operations and report the impacts to Council.
6. Provide independent analysis of budget items, suggest alternatives, provide analysis to the Executive Committee, and develop summaries and updates of the status of budget amendments.
7. Review City programs and provide analysis at the direction of the Executive Committee.
8. Perform or manage special projects.
9. Perform other duties as assigned.

40% B. **Strategic Management of Common Council Office Operations**

1. Oversee all aspects of the Common Council Office, including planning and organizing work and resources to ensure the highest level of service possible. Analyze and modify organizational structures and work flow to improve efficiency, creativity, and accountability.
2. Supervise, plan, organize, coordinate, assign and evaluate the work of Council Office Staff. Establish and implement operational policies, goals and objectives for the department within guidelines provided by the Executive Committee; and assure departmental operations are carried out.
3. Facilitate and lead the hiring, coaching, training, engagement, and development of Council Office Staff to allow staff to reach maximum potential and performance.
4. Work with City Staff and the Executive Committee to ensure the deployment of effective tools and practices to allow Alders to fulfill duties and responsibilities in an efficient and effective manner.
5. Work with Alders and Council Office Staff to identify work being done by multiple alders which could be done more efficiently and as effectively by Council Office staff.
6. Work with Council Office Staff, City Staff, and Alders to resolve problems, identify areas for improvement, facilitate change, and take corrective action when necessary.
7. Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing

RESJI principles. Provide supervision of staff in a manner consistent with recommendations and best practices outlined by the City's employee engagement and equity initiative.

20% **C. Common Council Office Communications**

1. Attend Common Council, Executive Committee, Department/Division Head, Finance Committee, and other meetings at the direction of the Executive Committee to ensure appropriate communication and the free flow of information between the Common Council, Mayor's Office, and City Staff.
2. Ensure appropriate communication with various City Managers on a regular basis to discuss council priorities and City and agency goals, initiatives, plans, and policy related issues.
3. Work with the City Attorney's Office and IT to ensure timely and appropriate responses to community inquires and public information requests.
4. Respond to requests from the media and develop press releases at the direction of the Council President and/or the Executive Committee.
5. Review and prepare a variety of correspondence and reports for Alders at the direction of the Council President and/or the Executive Committee.
6. Ensure appropriate communication and build working relationships with the Mayor's Office and City Staff.
7. Make presentations to the Common Council and various committees.

12. **Primary knowledge, skills and abilities required:**

- Thorough knowledge of government operations.
- Knowledge of the functions, organization, procedures, laws, ordinances, and regulations involved in and related to the activities of municipal departments and how they relate to the Common Council Office.
- Knowledge of and ability to use computer software applicable to the duties of the position.
- Ability to evaluate complex policies and recommend effective changes.
- Ability to communicate complex policy proposals and results to policy makers using oral presentation and written communication skills.
- Ability to review the effectiveness of programs.
- Ability to develop private and public communications and maintain positive public relations.
- Ability to plan, organize, prioritize, coordinate, assign and evaluate the work of Council Office staff.
- Ability to assess overall departmental effectiveness in carrying out its strategic objectives.
- Ability to mentor, assess and define training needs of Council Office staff.
- Ability to effectively communicate with elected officials, staff and members of the public.
- Ability to establish and maintain effective working relationships with other employees, government officials, civic organizations and community agencies, the media, and the general public.
- Ability to exercise patience and diplomacy.
- Ability to meet deadlines.
- Ability to maintain confidentiality of sensitive information.
- Ability to work effectively with a diversity of communities.
- Ability to maintain adequate attendance.

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13. Special tools and equipment required:

14. Required licenses and/or registration:

15. Physical requirements:

Ability to sit for long periods of time; ability to endure stressful situations and react in a positive manner.

16. Supervision received (level and type):

17. Leadership Responsibilities:

This position:  is responsible for supervisory activities (Supervisory Analysis Form attached).  
 has no leadership responsibility.  
 provides general leadership (please provide detail under Function Statement).

18. Employee Acknowledgment:

I prepared this form and believe that it accurately describes my position.  
 I have been provided with this description of my assignment by my supervisor.  
 Other comments (see attached).

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EMPLOYEE

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DATE

19. Supervisor Statement:

I have prepared this form and believe that it accurately describes this position.  
 I have reviewed this form, as prepared by the employee, and believe that it accurately describes this position.  
 I have reviewed this form, as prepared by the employee, and find that it differs from my assessment of the position. I have discussed these concerns with the employee and provided them with my written comments (which are attached).  
 I do not believe that the document should be used as the official description of this position (i.e., for purposes of official decisions).  
 Other comments (see attached).

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SUPERVISOR

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DATE

Note: Instructions and additional forms are available from the Human Resources Dept., Room 501, City-County Bldg. or by calling 266-4615.

## ORDINANCE

**TITLE:** Creating Section 3.09 of the Madison General Ordinances entitled Common Council.

### Introduction

**Referral(s):** CCOC; BOE

### Final Vote:

**Author:** Patricia Lauten

**Sponsor:** Michael Verveer

**Drafter's Analysis:** This ordinance creates Section 3.09 of the Madison General Ordinances for the Common Council and Common Council Chief Of Staff.

**Body:** Creating Section 3.09 of the Madison General Ordinances entitled Common Council to read:

### 3.09 COMMON COUNCIL.

- (1) An Alderperson shall be elected to a term of two (2) years said term commencing on the third Tuesday of April in the year of their election.
- (2) In addition to the salaries for Alderpersons found in section 3.50 of the Madison General Ordinances, upon a showing by the Alderperson of meeting the participation requirement(s) set by the Department of Employee Trust Funds (ETF), qualifying Alderpersons shall be enrolled in the Wisconsin Retirement System (WRS) and may be eligible for enrollment in the City's group health insurance plan and flexible spending plan. Alderpersons will be responsible for paying the employee portion of their retirement contribution and the employee portion of their selected health insurance plan consistent with ETF policy and applicable State law. There is no six (6) month waiting period for the employer's contribution to health insurance but the employer's contribution shall be pro-rated based on the Alderperson's qualifying hours.
- (3) Common Council Chief Of Staff. There shall be a Common Council Chief of Staff authorized by the Common Council.
  - (a) **1.** The Common Council Chief of Staff shall be appointed by the Common Council **and** report to the Common Council Executive Committee, ~~and serve under the direct supervision of the Common Council President.~~ The Common Council Chief of Staff is subject to the authority of the Common Council **Executive Committee President** to impose discipline or discharge as provided in section ~~3.53~~(9) of the **City of Madison Personnel Rules-General Ordinances.**



**2. The Common Council Chief of Staff shall have supervisory authority over other Common Council Staff and the Common Council Legislative Analyst.**

- (b) Pursuant to section 3.53(1)(h) of the Madison General Ordinances, the Common Council Chief of Staff is exempt from the civil service system. Instead, the Common Council Chief of Staff will serve for a term of five (5) years under a written employment agreement said agreement to be renewed at the pleasure of the Common Council. This position is also exempt from the provisions of Section 3.54(9) of the Madison General Ordinances governing compensation of managerial employees. **Annual cost of living increases will be equivalent to increases for members of compensation group 18.**
- (c) For purposes of benefits only, the Common Council Chief of Staff shall have the same benefits as 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.

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

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This Agreement made this \_\_\_ day of June, 2017, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and \_\_\_\_\_, a natural person (hereafter, the "Common Council Chief of Staff" or "Chief of Staff").

WITNESSETH;

WHEREAS, the City desires to hire the Common Council Chief of Staff as an employee of the City of Madison to perform the services described herein on its sole behalf as the Common Council Chief of Staff, and

WHEREAS, the Common Council Chief of Staff represents that s/he possesses the necessary knowledge, skill, and experience to perform such services and is willing to perform such services as the Common Council Chief of Staff, and;

WHEREAS, the Common Council Chief of Staff has been duly selected and has been confirmed for appointment to the position of Common Council Chief of Staff by the Common Council of the City of Madison, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution Number 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 do agree as follows:

**I. COMMON COUNCIL CHIEF OF STAFF HIRED**

The Common Council Chief of Staff is hereby hired as a non-civil service employee of the City, holding the position of Chief of Staff pursuant to the terms, conditions and provisions of this Agreement. The Chief of Staff shall have and exercise full authority and discretion as a Department head within the City's organizational structure and act as Appointing Authority for employees of the Council Office in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

**II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CHIEF OF STAFF**

**A. General Responsibilities:**

This is highly responsible managerial and professional work. This work includes the strategic management of the Council Office and staff, developing staff and program level strategies, setting priorities, problem

solving and providing leadership to ensure optimal support for Alders in the execution of Alder initiatives and responsibilities. The Chief of Staff will provide expert consultation and support in the analysis of City policy and will provide assistance to individual Alders in navigating City legislative and administrative processes and procedures. The Chief of Staff will build relationships and serve as a communication and policy liaison between the Common Council Office, the Mayor's Office, City managers and staff, and the general public.

B. Examples of Duties and Responsibilities:

Review the policy analysis of Council Office Staff, identify areas for improvement, and facilitate the movement from policy analysis to Common Council action. Suggest resolutions or ordinance modifications where appropriate. Maintain a neutral position on policy decisions while providing expert advice and consultation to Alders on a wide range of highly complex, sensitive, and confidential topics. Work with the Mayor's Office, City departments, community organizations, and other entities where tact, persuasiveness and judgment must be exercised to reach an objective or maintain goodwill. Assist council members in navigating City legislative and administrative policies and procedures.

Work with City Department Heads and Managers to determine the impact of legislative decisions on City operations and report the impacts to Council. Provide independent analysis of budget items, suggest alternatives, provide analysis to the Executive Committee, and develop summaries and updates of the status of budget amendments. Review City programs and provide analysis at the direction of the Executive Committee. Perform or manage special projects.

Oversee all aspects of the Common Council Office, including planning and organizing work and resources to ensure the highest level of service possible. Analyze and modify organizational structures and work flow to improve efficiency, creativity, and accountability.

Supervise, plan, organize, coordinate, assign and evaluate the work of staff in the Council Office. Establish and implement operational policies, goals and objectives for the department within guidelines provided by the Executive Committee; and assure departmental operations are carried out. Facilitate and lead the hiring, coaching, training, engagement, and development of Common Council staff to allow staff to reach maximum potential and performance.

Work with City Staff and the Executive Committee to ensure the deployment of effective tools and practices to allow Alders to fulfill duties and responsibilities in an efficient and effective manner. Work with Alders and Council Staff to identify work being done by multiple alders which could be done more efficiently and as effectively by Council staff. Work with Council Office Staff, City Staff, and Alders to resolve problems,

identify areas for improvement, facilitate change, and take corrective action when necessary.

Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles. Provide supervision of staff in a manner consistent with recommendations and best practices outlined by the City's employee engagement and equity initiative.

Attend Common Council, Executive Committee, Department/Division Head, Finance Committee, and other meetings at the direction of the Executive Committee to ensure appropriate communication and the free flow of information between the Common Council, Mayor's Office, and City Staff. Ensure appropriate communication with various City Managers on a regular basis to discuss council priorities and communication of City and agency goals, initiatives, plans, and policy related issues.

Work with the City Attorney's Office and IT to ensure timely and appropriate responses to community inquires and public information requests. Respond to requests from the media and develop press releases at the direction of the Executive Committee. Review and prepare a variety of correspondence and reports for Alders at the direction of the Council President and/or the Executive Committee. Ensure appropriate communication and build working relationships with the Mayor's Office and City Staff. Make presentations to the Common Council and various committees.

Perform related work as required.

- C. The Chief of Staff agrees to perform such functions and duties at a professional level of competence and efficiency. The Chief of Staff 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 in the performance of the duties of Chief of Staff that 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 of Madison General Ordinance 3.35.
- D. The Chief of Staff shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit which interferes with them. The Council President, however, may approve the Chief of Staff reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave, absence without pay, or other appropriate paid leave. Further, the Common Council President may authorize other limited outside professional

activities on City time provided that they are determined to be of benefit to the City and the Chief of Staff is not compensated for such activities. Nothing herein limits the Chief of Staff from performing outside services for compensation, provided such outside services have been approved by the Council President, are not done on City time, and otherwise comply with City ordinances and rules.

- E. The standard City workweek is 38.75 hours. However, the Chief of Staff 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 Chief of Staff 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 Chief of Staff shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, Chief of Staff agrees to waive any right to challenge this residency requirement, by court action or otherwise.

### III. COMPENSATION AND BENEFITS

- A. The Chief of Staff's initial year's salary shall be based on an annualized rate of \$\_\_\_\_\_, which shall be paid in approximately equal biweekly payments according to regular City payroll practices. The effective date of said salary shall be\_\_\_\_\_. The annual salary shall be adjusted by the base rate increase provided employees in compensation group 18. The Chief of Staff shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Chief of Staff 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 Chief of Staff shall receive the same benefits as all other non-represented professional employees in Compensation Group 21 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. herein.
  - 2. Except as otherwise provided, the Chief of Staff shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Chief of Staff's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the Chief of Staff leaves employment with the City, but does not retire, the Chief of Staff shall be entitled to payment for one-half (50%) of

any unused sick leave to which the Chief of Staff would otherwise be entitled.

3. The Chief of Staff shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Chief of Staff and in accordance with applicable Administrative Procedure Memoranda as approved by the Executive Committee.
4. The Chief of Staff shall be reimbursed for relevant professional association dues as approved by the Executive Committee.
5. The Chief of Staff shall be eligible to participate in the City CARS program.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. This Agreement shall take effect on \_\_\_\_\_, and shall expire \_\_\_\_\_, unless sooner terminated as provided herein.
- B. The Common Council Executive Committee (Executive Committee), may offer renewal of this Agreement to the Chief of Staff. The Council President shall notify the Chief of Staff of the Executive Committee's intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Chief of Staff 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 Chief of Staff'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.
- C. The Executive Committee may elect not to offer renewal of this Agreement to the Chief of Staff. In such event, the Council President shall notify the Chief of Staff 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.
- D. In the event of non-renewal of this Agreement, under either Paragraphs B or C above, the Executive Committee may terminate this Agreement at any earlier date within ninety (90) days of the expiration of this Agreement, as determined by the Executive Committee. The early termination is to be accomplished by (a) notifying the Chief of Staff of the date of early

termination, and (b) committing to buy out the balance of this Agreement by paying the Chief of Staff 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 Chief of Staff's employment with the City ends as of the date of early termination.

#### V. PERSONNEL ACTIONS

The Chief of Staff is subject to the Executive Committee's supervision and is, during the term of this Agreement, subject to the Executive Committee's authority to impose discipline on or to discharge the Chief of Staff as is provided in section 9 of City Personnel Rules. The Chief of Staff shall be entitled to the procedural appeal and provisions contained in section 9 of the Personnel Rules 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 Chief of Staff. The City retains the sole right to determine the organizational structure and overall functioning of the Common Council Office.

#### VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Chief of Staff's duties or responsibilities change significantly. A "significant" change in the Chief of Staff'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 that may be considered include the addition or deletion of duties, changes in Departmental 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 Chief of Staff against and for any and all demands, claims, suits, actions and legal proceedings brought against him in his official capacity or personally for acts performed within the scope of his

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. DISCLOSURE OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance 3.35, the Chief of Staff shall file a Statement of Economic Interests with the City Clerk within 14 days of his 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 Chief of Staff prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Chief of Staff 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 Chief of Staff shall be subject to the provisions of Madison General Ordinance 3.35.

XII. TERMINATION OF AGREEMENT

A. The Chief of Staff may unilaterally terminate this Agreement during its term. If the Chief of Staff unilaterally terminates this Agreement on less than forty-five (45) calendar days notice in writing to the Common Council President, the Chief of Staff 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 Chief of Staff retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements). If the Chief of Staff unilaterally terminates this agreement on forty-five (45) or more calendar days' notice in writing to the Common Council President, the Chief of Staff 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 unilateral termination.

B. The Chief of Staff's discharge (as provided in section 9 of the City 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 Chief of Staff, the Chief of Staff 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 Chief of Staff or the City may pursue contract remedies.

- C. The City retains the right, in its sole discretion, to abolish the position of Chief of Staff or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Chief of Staff or reorganizes the Department to the extent that the position of Chief of Staff 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.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Chief of Staff shall not assign or subcontract any interest of 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.

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

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dave P. Schmiedicke, Finance Director

\_\_\_\_\_  
Michael May, City Attorney