

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
BARBARA DIMICK

This Agreement made this _____ day of _____, 2004~~6~~, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Barbara Dimick, a natural person (hereafter, the "Director"),

WITNESSETH;

WHEREAS, the City desires to retain Barbara Dimick as an employee of the City of Madison to perform the services described herein on its sole behalf as the Library Director, and

WHEREAS, Barbara Dimick represents that she possesses the necessary knowledge, skill, and experience to perform such services and is willing to perform such services as the Library Director, and

WHEREAS, Barbara Dimick has been duly selected by the Library Board and has been confirmed for reappointment to the position of Library Director 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 do agree as follows:

I. DIRECTOR RETAINED

Barbara Dimick is hereby rehired as a non-civil service employee of the City, holding the position of Library Director pursuant to the terms, conditions and provisions of this Agreement. The Director 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 Madison Public Library in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

A. This is responsible, professional and managerial work in directing the services, activities and staff of the Madison ~~Municipal~~ Public Library. This work involves considerable responsibility for planning, developing, organizing, implementing and evaluating diverse library services. Under the direction of the Library Board, the employee must exercise considerable judgment and discretion in meeting service objectives.

B. Responsibilities of the Director: Oversee short and longer term planning for the library. Develop vision and mission statements and prioritized goals for public

library service in Madison and revise regularly. Identify the strategies and actions necessary to implement the library's mission. Evaluate the effectiveness of library programs and services.

Manage library staff in order to provide the highest quality library service to the community. Oversee implementation of effective procedures for recruitment, hiring, training, and evaluation of library personnel. Create a positive, supportive working environment, encouraging diversity in the workforce and a respect for diverse points of view. Work effectively with collective bargaining units.

Provide for ongoing organizational development. Implement procedures for supporting employee growth and leadership. Implement an ongoing process of continuous improvement. Develop an organizational culture that embraces change and is committed to perpetual learning.

Manage library services. Based on strategic initiatives as outlined in the Board-approved Long Range Plan, oversee the creation and implementation of library services that meet the changing needs of library customers in Madison based on a continuous monitoring of community needs and interests. Institute a customer-focused orientation in providing library services. Develop and recommend library policies to the Library Board. Prepare operating procedures. Provide for effective and orderly use of library services and facilities through the development, interpretation and application of ~~Library Board approved library~~ policies and procedures.

Manage library facilities. Oversee the planning, design and construction of new and renovated library facilities and work toward identifying and acquiring sites for future library facilities, based on a Library Board-approved facilities development plan. Revise, update and recommend a plan for long-term library facilities development. Provide for necessary facility maintenance and improvements to ensure safe and welcoming library environments.

Oversee the planning, design and construction of new and renovated library facilities, and acquire sites for future library facilities, based on a Library Board approved facilities development plan.

Oversee the effective use of public funds in the development and administration of the Library's budget. Ensure that budget initiatives support the overall mission of the Library.

For the Madison Public Library Foundation, provide administrative oversight of fundraising campaigns. Oversee donor development and donor relations for capital campaigns and ensure that Foundation fund development activities are congruent with Library Board planning and policy. Participate in developing alternative resources for library services and facilities including grants, and with the MPL Foundation, community and corporate support.

Provide for effective community relations. Provide for the effective marketing and promotion of the Library to the community. Provide for the development of collaborative opportunities with other public, non-profit and corporate partners

and other library entities to ensure the effective use of library resources. Perform other related work as assigned as directed by the Library Board.

- C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. She 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 as provided in Madison General Ordinance 3.47.
- D. The Director shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit which interferes with them. The Library Board, however, may approve the Director'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.
- E. The standard City work week is 38.75 hours. However, the Director 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 Director shall have no right to make contracts or commitments for or on behalf of the City except as pre-authorized by ordinance, express written consent of the City or statute, such as the authority granted by sec. 43.58, Wisconsin Statutes.
- G. The Director shall be subject to the City's residency requirement.

III. COMPENSATION AND BENEFITS

- A. The Director's initial year's salary shall be based on an annualized rate of \$99,477.04 which shall be paid in approximately equal biweekly payments according to regular City payroll practices. ~~The effective date of said salary shall be _____.~~ Annual salary adjustments including 2006 and thereafter ~~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 Sec. 3.38(6), MGO. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Director 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 Director shall receive the same benefits as other professional, non-represented employees in Compensation Group 18 as may be provided by the Madison General Ordinances, Resolution of the Common Council,

Administrative Procedure Memoranda or other official City action. Further, the Director shall be eligible to receive the IRS approved mileage reimbursement rate when required to utilize her personal vehicle for City business.

2. The Director shall be entitled to twenty-seven (27) days of vacation per year for the term of this agreement ~~in the first and second years and twenty seven (days) in the last three years of this Agreement.~~ Up to ten (10) days credited but unused vacation may be carried forward to the succeeding year with the approval of the Mayor. In rare instances, 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 Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. ~~In addition, the Director shall be paid for ten (10) days accumulated vacation at the rate of \$27.67 per hour (pay rate, Compensation Group 18, Range 10, as of June, 1996.)~~

3. The Library Board will support the Director's membership in the American Library Association and the Wisconsin Library Association, up to \$500 for the term of this agreement.

34. The Director shall be eligible for participation in relevant professional organizations and be reimbursed for dues of up to \$500 per year of this Agreement.

45. Be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as Director and according to applicable Administrative Procedure Memoranda.

- ~~5. Be evaluated at least annually by the Mayor to assess work performance, including implementation of the Framework For Excellence. This feedback shall include the establishment of goals and assessment of challenges and accomplishments. In addition, as part of their statutory responsibility, the Library Board shall oversee the Library Director and complete annual evaluations of the Director's performance.~~

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. This Agreement shall take effect on _____ 2006, and shall expire _____, 2011, unless sooner terminated as provided herein.

- B. The Library Board, in its sole discretion, may offer renewal of this Agreement to the Director. The Board shall notify the Director of the intent to renew the Agreement at least ~~one hundred eighty (180)~~ ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director 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 Director'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 Library Board, in its sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Board shall notify the Director of the intent not to renew the contract at least ~~one hundred eighty (180)~~ 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, after the first renewal of this Agreement, the Director will, at the sole discretion of the Board, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified.

D. In the event of non-renewal of this Agreement, under either Paragraphs B or C above, the Library Board may, in its sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of this Agreement, as determined by the Library Board. The early termination is to be accomplished by (a) notifying the Director of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Director 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 Director's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

The Director is subject to the Library Board's supervision and is, during the term of this Agreement, subject to the Board's authority to impose discipline on or to discharge the Director as is provided in Sec. 3.35(16) of the Madison General Ordinances, or as may be renumbered or amended hereafter. The Director 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

Consistent with sec 43.58, Wis. Stats., the City and the Library Board shall provide staff, equipment, supplies and space which they deem reasonable, for the conduct of the work of the Director and to determine the organizational structure and overall functioning of the Madison Public Library.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for re-negotiation if or when the Director's duties or responsibilities change significantly. A "significant" change in the Director's duties is defined as that degree of change in duties and responsibilities which 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 Departmental/Divisional 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 Director against and for any and all demands, claims, suits, actions and legal proceedings brought against her in her official capacity or personally for acts performed within the scope of her 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 3.47, the Director shall file a Statement of Economic Interests with the City Clerk within 14 days of her or 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. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Director shall be subject to the provisions of Madison General Ordinance Sec. 3.47.

XI. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Director 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. The Director shall complete and file an oath of office pursuant to Sec. 62.09(4), Wis. Stats.

XII. TERMINATION OF AGREEMENT

A. The Director may unilaterally terminate this Agreement during its term. If the Director unilaterally terminates this Agreement on less than ninety (90) calendar days notice in writing to the Mayor, the Director 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 Director retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements).

~~AB.~~ The Director's discharge (as provided for in Madison General Ordinance 3.35(16)) 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 Director, the Director 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 a breach of a material provision of this Agreement by the City, the Director shall notify the Mayor 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 Director may pursue contract remedies.

~~BC.~~ In the event that the position of Library Director is abolished, or the Library is reorganized, to the extent that the position of Library Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ~~one hundred eighty (180)~~ 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 3.47.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Director 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.

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

David Cieslewicz, Mayor

Witness

City Clerk

Witness

Barbara Dimick, Library Director

APPROVED:

APPROVED AS TO FORM:

Dean Brassler, City Comptroller

Michael May, City Attorney