

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND
DAVID P. SCHMIEDICKE**

This Agreement made this 20th day of July, 2021 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and David P. Schmiedicke, a natural person (hereafter, "Finance Director" or "Director").

WITNESSETH;

WHEREAS, the City desires to hire the Finance Director as an employee of the City of Madison to perform the services described herein on its sole behalf as the Finance Director, and

WHEREAS, the Finance Director represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Finance Director, and

WHEREAS, the Finance Director has been duly selected and has been confirmed for appointment to the position of Finance Director by the Common Council of the City of Madison on July 20, 2021, 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. FINANCE DIRECTOR HIRED

David P. Schmiedicke is hereby hired as a non-civil service employee of the City, holding the position of Finance Director pursuant to the terms, conditions and provisions of this Agreement. The Finance 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 Finance Department in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE FINANCE DIRECTOR

A. General Responsibilities:

This is highly responsible managerial and professional work in directing the operations, programs, and staff of the City's Finance Department. The Finance

Department is functionally responsible for City-wide financial management services to include general accounting, fiscal management, budgeting, internal audit, risk management, financial services (e.g., managing the assets and liabilities of various City funds, providing financial advisory service to enterprise operations, etc.), purchasing, payroll, financial analysis of economic development proposals, treasury services, investment management and debt management. This position also serves as the City Comptroller as defined in Wisconsin State Statute 62.09(10) and the City Treasurer as defined in Wisconsin State Statute 62.09(9). This work characteristically involves highly complex financial analysis and consultation at the policy level. Work is performed under the direction of the Mayor.

B. Examples of Duties and Responsibilities:

- Manage the staff, programs, and functions of the Finance Department. Plan and direct overall departmental activities. Develop and implement City accounting, budgetary, financial management, and related City administration systems and programs. Review program results with staff for compliance with objectives and approve detailed financial statements and reports. Keep abreast of changes in technology affecting financial reporting/accounting systems and recommend improvements or updates. Hire, train, assign, motivate, evaluate and discipline a diverse staff both directly and through subordinate supervisors.
- Provide financial management services relative to the City's numerous funds. Manage the assets and liabilities of these funds. Provide financial advisory and analytic services for the City's enterprise operations and special funds. Review budgets and financial statements to identify problems and recommend remedies. Review long-range financial projections and cash forecasts. Review financial status of each fund and establish goals.
- Direct the City's budgetary process. Oversee budget reviews, data and innovation projects and management and financial analyses and studies. Provide policy-level support to the Mayor's Office, Finance Committee, Room Tax Commission and Common Council in the development, analysis, and implementation of the City budget.
- Provide high level economic development financial services. Develop methods and procedures for performing financial reviews of economic development projects. Prepare financial feasibility studies for T.I.F. projects and develop detailed financial plans. Prepare documents to support debt issuance and management. Review low-cost loans and other financial assistance programs. Review proposed Industrial Revenue Bond issues and report findings to Common Council.
- Direct the City's audit program by identifying priorities and policy considerations. Establish audit objectives and oversee implementation through a subordinate

supervisor. Review audit results. Maintain liaison with and support department heads, the Mayor's Office, and Finance Committee relative to audit functions.

- Provide managerial review and policy-level decisions regarding the City's Risk Management program. Approve insurance policies for City-wide coverage. Review and recommend annual budget for Risk Management, including amounts for premiums, Worker's Compensation, safety programs and self-insurance retentions. Review and approve changes in policies and procedures affecting risk activities.
- Provide debt management services. Review the annual borrowing requirements for the City of Madison and prepare long-term debt policies. Manage the City's debt service costs. Prepare documentation and Official Statement for City borrowing (and solicit bids accordingly).
- Oversee the City's purchasing program and staff through a subordinate supervisor. Provide policy-level direction and oversight to purchasing activities and functions through the establishment of adequate procedures, and through the identification and resolution of programmatic problems.
- Oversee the City's treasury and investment management program and staff through a subordinate supervisor. Provide policy-level direction and oversight of revenue collection and reconciliation activities, along with investment strategies, through the establishment of adequate procedures, and through identification and resolution of programmatic problems.
- Provide high-level consultation to the Mayor and Common Council, and on financial management issues. Prepare complex financial analysis and reports. Oversee the staffing of the Finance Committee and the Room Tax Commission.
- Administer the Finance Department including approving payrolls, overseeing budget preparation and monitoring, functioning as Appointment Authority and performing other necessary administrative and supervisory tasks.
- 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.
- Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.
- Demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.
- Perform related work as required.

- C. The Finance Director agrees to perform such functions and duties at a professional level of competence and efficiency. The Finance Director 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 Finance Director 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 Finance Director 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 Finance Director is not compensated for such activities. Nothing herein limits the Finance Director 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 38.75 hours. However, the Finance 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 Finance Director 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 Finance Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Finance Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Finance Director's salary shall be based on an annualized rate of \$175,844 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 Finance Director shall not be entitled

to receive any additional overtime compensation, compensatory time off, or bonuses.

B. The Finance Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, receive the same benefits as all other non-represented professional employees in Compensation Group 18. These benefits 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.

1. Vacation: The Finance Director 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. If the Finance Director leaves the position before the end of the contract period, they shall be paid in full for any earned but unused vacation pro-rated to the day the Finance Director terminates City employment. If the Finance Director leaves the position at the end of the contract period or retires and qualifies for Wisconsin Retirement System (WRS) benefits, the Finance Director shall be paid in full for all vacation the Finance Director would have earned in that year.
2. Floating Holiday: The Finance Director shall be entitled to 3.5 floating holidays per year. If the Finance Director leaves the position before the end of the contract period or leaves the position at the end of the contract period, any unused floating holidays are forfeited. If the Finance Director retires and qualifies for WRS benefits, any unused floating holidays will be paid out at retirement.
3. Sick Leave: If the Finance Director leaves the position before the end of the contract period, the Finance Director shall be entitled to payment for one-half (50%) of any earned but unused sick leave to the day the Finance Director terminated City employment. If the City terminates the Finance Director's contract before the end of the contract period or the Finance Director leaves the position at the end of the contract period or the Finance Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Finance Director would have earned through the end of that year.
4. Vacation Conversion: If the Director accrues a balance of more than five weeks from the preceding year(s), the Director 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 Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined

by the City.

5. The Finance Director shall be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Finance Director and in accordance with applicable Administrative Procedure Memoranda.
6. The Finance Director shall be reimbursed for relevant professional association and/or licensure dues.
7. The Finance Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (\$75) dollars per month for City usage.
8. The Finance Director shall be eligible to be a vehicle monitor. The Director shall agree to abide by all policies and procedures found in APM 2-13 City Vehicle Driver Policy.

IV. CONTRACT TERM

This Agreement shall take effect on August 1, 2021, and shall expire on July 31, 2026, unless terminated sooner as provided herein.

V. AGREEMENT RENEWAL / NON-RENEWAL

- A. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Finance Director. The Mayor shall notify the Finance Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Finance 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 Finance 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. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Finance Director left at the end of the contract period.
- B. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Finance Director. In such event, the Mayor shall notify the Finance Director 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 Director 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 Director is qualified. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Finance Director left at the end of the contract period.

VI. EARLY TERMINATION OF AGREEMENT / MATERIAL BREACH

- A. The Finance Director may elect to terminate this Agreement before the expiration of the contract period. If the Finance Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Finance Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Finance Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the Finance Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The Mayor may, in their sole discretion, terminate this Agreement within ninety (90) days of the expiration period defined in Section IV. A. of the Agreement. Early termination of the Agreement is accomplished by (a) notifying the Finance Director of the date of early termination, and (b) committing to pay, in a lump sum, the salary and benefits in Section III. B. that the Finance Director would have earned through the end of the contract period, together with payment of the City's share of any health insurance premiums through the end of the contract period. If this Agreement is terminated early through the provisions of this buy-out clause, the Finance Director's employment with the City ends on the early termination date.
- C. The Mayor may discharge the Finance Director for the Director's breach of a material provision of this Agreement after utilizing the procedure defined in Section VI. D of this Agreement. In the event of a discharge for the Finance Director's breach of a material provision of this Agreement, the Director shall forfeit all compensation and benefits on the date of discharge.
- D. 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 of the alleged breach, of the specific provisions of this Agreement that were allegedly breached. After notification of the alleged breach, the parties shall meet within thirty (30) working days to resolve the alleged breach. If the issue is not resolved, the Finance Director may pursue contract remedies and the City may discharge the Finance Director under the terms of Section VI. C of this Agreement.

- E. The City retains the right, in its sole discretion, to abolish the position of Finance Director or to reorganize the position in the best interest of the City. In the event the City abolishes the position of Finance Director or reorganizes the to the extent that the position of Finance Director 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). The benefits enumerated in Section III. B. of the Agreement will be paid as if the Finance Director left at the end of the contract period.

VII. PERSONNEL ACTIONS

- A. The Finance Director is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline or to discharge the Finance Director for a breach of this agreement if deemed necessary. The Finance Director 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. This includes all applicable Madison General Ordinances, Resolutions of the Common Council, Administrative Procedure Memorandums (APM), Mayor's Directives, Collective Bargaining Agreements, and City Personnel Rules. The City recognizes, however, that corrective action may be necessary if the Finance Director 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 Finance Director is expected to prepare an annual work plan for their department. The Finance Director shall be evaluated annually by the Mayor 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 heads, staff supervised by the Finance Director, and/or Common Council Members.

VIII. 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 Finance Director. The City retains the sole right to determine the organizational structure and overall functioning of the Finance Department.

IX. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Finance Director's duties or responsibilities change significantly. A "significant" change in the Finance Director'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 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.

X. LIABILITY PROTECTION

The City shall defend and indemnify the Finance Director 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.

XI. STATEMENT OF ECONOMIC INTERESTS

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

XII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Finance Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Finance 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.

XIII. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Finance Director shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XIV. NO ASSIGNMENT OR SUBCONTRACT

The Finance Director shall not assign or subcontract any interest or obligation under this Agreement.

XV. AMENDMENT

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

XVI. 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.

XVII. ENTIRE AGREEMENT

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

XVIII. 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.

XIX. 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

David P. Schmiedicke, Finance Director

APPROVED:

APPROVED AS TO FORM:

Finance Department

Michael R. Haas, City Attorney