

# MADISON METROPOLITAN SCHOOL DISTRICT

## MADISON, WISCONSIN

### EMPLOYMENT AGREEMENT BETWEEN THE SCHOOL BOARD AND THE SUPERINTENDENT OF SCHOOLS

#### Parties to the Agreement

- 1.01 II IS HEREBY AGREED, by and between the School Board of the Madison Metropolitan School District, Dane County, Wisconsin (hereinafter referred to as the "BOARD") and Dr. Jennifer P. Cheatham (hereinafter referred to as "Dr. Cheatham" or "ADMINISTRATOR" or "SUPERINTENDENT"), that the BOARD does hereby employ the ADMINISTRATOR in the position of Superintendent of Schools and both parties agree that such employment shall be governed by the terms and conditions hereinafter set forth.

#### Contract Duration

- 2.01 Initial Term of Two Years. The BOARD agrees to employ and does employ Dr. Cheatham as Superintendent of Schools of the Madison Metropolitan School District ("District" or "MMSD") for a term of two (2) years. The term of employment shall commence on the 1st day of April 2013, and continue through the 31st day of March 2015. The contract year shall be considered as twelve months, running from April 1 to March 31.
- 2.02 One-Year Extension Provision. The term of this contract shall automatically be extended for an additional one-year period unless the BOARD provides written notice to the ADMINISTRATOR of its refusal to extend her contract as provided herein. This provision (inclusive of this paragraph and its sub-paragraphs) is hereinafter referred to as the "extension provision" and is intended to add twelve (12) months to the two-year contract then in effect, effective at the conclusion of the first year of such contract, such that the ADMINISTRATOR would have no less than a two-year contract as of any April 1 unless the BOARD has taken action to not extend the contract and has so notified the ADMINISTRATOR. A new two-year contract resulting from the one-year extension shall itself include this provision and be subject to extension in the same manner.
- a. The BOARD may refuse to grant a one-year extension of this contract, or any subsequent two-year contract resulting from a prior extension for an additional one-year period, provided that the BOARD (1) adopts by motion a resolution denying the one-year extension, and (2) provides the ADMINISTRATOR with written notice of the BOARD'S decision no later than October 1 of the first contract year of this, or any subsequent, two-year contract.
  - b. The ADMINISTRATOR shall annually submit written notice of the BOARD'S October 1 contract extension decision/notification deadline to the Board President

no later than the preceding September 1. A message sent by electronic mail shall be sufficient notice. In the event the ADMINISTRATOR fails to provide such timely written notice, the date for the BOARD to make a decision on the one-year contract extension shall be extended thirty (30) days from the date said notice from the ADMINISTRATOR is received by the Board President.

- c. The effect of a timely BOARD motion and notice of refusal to grant a one-year extension of this contract, or of any subsequent two-year contract incorporating this extension provision, shall be: (1) to establish a contract termination date at the end of the two-year contract then in effect (still subject to the non-renewal provisions of Wisconsin Statute § 118.24); and (2) to terminate the extension provision for the remainder of the contract then in effect. Notice of refusal to extend the contract which does not comply with the terms and conditions set forth within this extension provision shall be deemed void and of no effect, and the contract then in effect shall be deemed extended for one year as provided above.
- d. The BOARD may, at its option, choose to consider a motion affirmatively granting any one-year extension that is provided for under this extension provision. However, an extension can only be denied by the passage of a motion and the provision of a notice of refusal to extend the contract that complies with the terms and conditions set forth within this extension provision.
- e. The parties agree that nothing in this extension provision negates, diminishes, or enhances the BOARD'S right to terminate the employment contract for just cause as provided in Sub-Paragraph a. of Section 4.03 of this contract.

#### Contract Renewal and Non-renewal

- 3.01 Renewal and non-renewal of this contract shall be governed exclusively by Section 118.24 of the Wisconsin Statutes.

#### Termination of Contract

- 4.01 Expiration. This contract shall expire and the employment relationship between the ADMINISTRATOR and the BOARD shall terminate on the expiration date established by the Duration Provisions of this contract above.
- 4.02 Termination by Mutual Agreement. Upon mutual written agreement by the BOARD and the ADMINISTRATOR, this contract and the employment of the ADMINISTRATOR may be terminated without penalty or prejudice against either the BOARD or the ADMINISTRATOR. In this event, the BOARD shall pay the ADMINISTRATOR all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of the termination of the contract.

4.03 Termination by the BOARD. During the term of this contract, the contract may be terminated by the BOARD effective at the end of any month in which any of the following events occur:

- a. Dismissal by the BOARD for just cause; or
- b. Disability as specified in the District's long-term disability insurance policy (termination for disability or incapacity under any other circumstance must meet the standard of "just cause"); or
- c. The death of the ADMINISTRATOR.

Prior to taking any action to dismiss the ADMINISTRATOR for cause under Sub-Paragraph a. of this Section, the BOARD shall provide the ADMINISTRATOR with advance written notice of the reason(s) it is considering dismissal. Within ten (10) days after receiving notice of the proposed action, the ADMINISTRATOR may request a hearing before the BOARD, and said hearing shall occur within thirty (30) days of the ADMINISTRATOR'S receipt of the written notice unless continued for cause or by the consent of the parties. Within ten (10) days after the conclusion of the hearing, or, when a hearing is not requested, within ten (10) days after the expiration of the time for making such request, the BOARD shall by resolution act to terminate or to continue this contract. Within ten (10) days of the hearing, the Board shall provide to the ADMINISTRATOR written findings for the termination of the ADMINISTRATOR.

4.04 Termination by Resignation of the ADMINISTRATOR. The ADMINISTRATOR agrees to provide at least one-hundred twenty (120) days written notice to the BOARD in the event she unilaterally resigns as ADMINISTRATOR prior to this expiration of this contract. In the event that the ADMINISTRATOR terminates this contract by resignation, the BOARD shall pay the ADMINISTRATOR all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of termination of this contract.

4.05 Termination by BOARD Without Cause. The BOARD may terminate this contract without cause by giving the ADMINISTRATOR written notice at least one-hundred twenty (120) days in advance of the effective date of termination. In the event that the BOARD terminates this contract without cause the BOARD shall pay the ADMINISTRATOR up to one year's salary and benefits, including 403(b), health and dental insurance, life insurance, long term disability insurance and retirement. Provided, however, that should ADMINISTRATOR obtain other employment before the expiration of that one year period, the payment of salary and benefits shall cease. ADMINISTRATOR shall make a diligent search for work during that one year period.

#### Responsibilities of the Superintendent of Schools

5.01 By July 1, 2013, the SUPERINTENDENT shall obtain a valid and appropriate provisional State of Wisconsin Administrator's license/certificate. No later than April 1, 2014, the ADMINISTRATOR shall obtain a valid and appropriate State of Wisconsin District Administrator's license/certificate. The ADMINISTRATOR shall maintain

throughout the remainder of the life of this contract and all subsequent contracts a valid and appropriate State of Wisconsin District Administrator's license/certificate, as may be required by the laws of the State of Wisconsin. This contract shall be rendered null and void in its entirety if the ADMINISTRATOR fails to comply with the requirements of this provision.

- 5.02 During the term of this Contract, Dr. Cheatham shall be the SUPERINTENDENT and chief education officer of the MMSD. Dr. Cheatham shall perform at a professional level of competence the services, duties, requirements and responsibilities of the SUPERINTENDENT, as required by applicable federal, state and local laws, regulations and ordinances, and by the rules, regulations and policies of the BOARD, which are now existing or which may be hereafter enacted by the BOARD. Such services, duties, requirements and responsibilities shall include, but shall not be limited to, the following:
- a. In consultation with the BOARD, organizing and arranging the administrative and supervisory staff in a manner in her judgment best serves the needs of the District;
  - b. In consultation with the BOARD, organizing and arranging the instructional and business affairs of the District in a manner in her judgment best serves the needs of the District;
  - c. Administering and supervising instruction in all schools in the District;
  - d. Recommending new policies and changes to existing policies to the BOARD and implementing new policies and changes to existing policies;
  - e. Recommending to the BOARD instructional and administrative appointments and dismissals;
  - f. Preparing and recommending an annual budget to the BOARD;
  - g. Providing leadership for the administrative, instructional and non-instructional staff;
  - h. Managing the financial and other assets of the BOARD;
  - i. Representing the school system throughout the community; and
  - j. Selecting, placing, assigning and transferring of all personnel.
- 5.03 The BOARD expects that the ADMINISTRATOR shall endeavor to maintain and improve her professional competence by available appropriate means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at a reasonable number of professional meetings and/or in educational courses or seminars. The BOARD shall provide an annual budget to pay for the costs associated with such subscriptions, memberships and/or attendance (including costs of travel and lodging), and the

ADMINISTRATOR shall provide an accounting for that budget upon BOARD request. The ADMINISTRATOR shall periodically report to the BOARD regarding the nature and content of the ADMINISTRATOR'S professional development activities. The ADMINISTRATOR shall give the Board President prior notice of planned attendance at any professional meeting and/or educational course or seminar that occurs out-of-state, and the ADMINISTRATOR shall secure the approval of the Board President for attendance at any out-of-district conference, seminar or other professional meeting that is scheduled to last beyond three consecutive days.

- 5.04 The BOARD also desires and expects that the ADMINISTRATOR to be engaged actively in the community. As a result, the BOARD shall pay the cost of approved membership and related fees for the ADMINISTRATOR to participate in civic, business and service organizations and in community organizations where there is a benefit to the District of such memberships and/or participation. The ADMINISTRATOR shall give the Board President prior notice of planned memberships.
- 5.05 The ADMINISTRATOR agrees to devote full time to the duties and responsibilities normally expected of the ADMINISTRATOR'S position during the term of this contract. The ADMINISTRATOR shall not engage in any pursuit, or accept any other employment, which interferes or conflicts with the proper discharge of the ADMINISTRATOR'S duties and responsibilities. Although the ADMINISTRATOR may undertake consultative work, speaking engagements, writing, lecturing, or other professional engagements, with or without honorarium, that do not interfere with the proper discharge of the ADMINISTRATOR'S duties and responsibilities, the BOARD reserves the right, in its discretion, to determine whether such outside pursuits or other employment materially interfere or conflict with the ADMINISTRATOR'S duties and responsibilities.
- 5.06 No later than July 1, 2013, the Administrator shall reside within the District.
- 5.07 The BOARD shall not assign the ADMINISTRATOR'S duties to other employees in the MMSD nor shall the BOARD reassign the ADMINISTRATOR to any other position in the MMSD without her express consent.

#### Board/Superintendent Communications

- 6.01 BOARD members, individually and collectively, shall promptly refer to the ADMINISTRATOR all significant criticisms, complaints and suggestions called to their attention relative to the ADMINISTRATOR or the MMSD for the study, recommendation, and appropriate action of the ADMINISTRATOR and shall not wait until final BOARD action for such communication to occur. In addition, individual BOARD members will not give direction to the ADMINISTRATOR regarding the management of the MMSD unless acting on behalf of the BOARD. Not later than June 1 of each year of this contract, the BOARD and the ADMINISTRATOR shall meet to discuss and develop or review procedures for communications between the BOARD and the ADMINISTRATOR.

### Salary Compensation

- 7.01 Contract Year. Each April 1 to March 31 constitutes a contract year. The position of Superintendent of Schools regularly requires work beyond the standard working hours of the schools and the administrative offices.
- 7.02 Annual Salary. For the period April 1, 2013 through March 31, 2014, the ADMINISTRATOR shall be paid a total annual salary of \$235,000.00. Such salary shall be paid in periodic installments in accordance with the method by which the other administrative personnel of the MMSD are paid, less deductions required by federal or state law and less other authorized deductions.
- 7.03 Annual Salary after Initial Year of Contract. The BOARD shall determine the ADMINISTRATOR'S salary for each April 1 to March 31 contract year that follows March 31, 2014. However, in no circumstances shall the full-time annual salary for any April 1 to March 31 contract year be less than the full-time annual salary paid to the ADMINISTRATOR in the immediately preceding contract year. Further, in each of the contract years following March 31, 2014, the ADMINISTRATOR shall receive at least a two (2.0) percent annual salary increase over the prior year's total annual salary.

### Employer Contribution to a 403(b)

- 8.01 For the period commencing April 1, 2013 and ending March 31, 2014, the BOARD shall make an employer contribution for the benefit of Dr. Cheatham the sum of \$10,000.00 into a District sponsored 403(b) account. The BOARD shall make such contribution and the contribution shall be accrued by the ADMINISTRATOR in equal monthly installments. The BOARD shall contribute for the benefit of Dr. Cheatham the sum of \$10,000 in like manner for the period commencing on April 1, 2014 and ending March 31, 2015. The BOARD shall contribute the sum of \$10,000 in like manner for each 12-month period thereafter for which Dr. Cheatham is employed as ADMINISTRATOR for the benefit of Dr. Cheatham.

### Insurance Coverage and Other Benefits

- 9.01 Health Insurance. The BOARD shall pay 90% of each monthly premium for a single or family group health insurance plan, which plan may be selected from the group plan(s) offered to all MMSD non-represented professional employees. If elected, coverage commences on the first of the month following one month of employment. The 10% employee contribution is made by payroll deduction on a pre-tax basis.
- 9.02 Dental Insurance. The BOARD shall pay 90% of each monthly premium for a single or family group dental insurance plan, which plan may be selected from the group plan(s) offered to all MMSD non-represented professional employees. If elected, coverage commences on the first of the month following one month of employment. The 10% employee contribution is made by payroll deduction on a pre-tax basis.

- 9.03 For each year of this contract, including years added by the extension provision of the contract, the BOARD shall also pay:
- a. 85% of the cost of providing the ADMINISTRATOR with basic group term life insurance as provided under the District's standard plan (defined as "one times salary"). Coverage commences on the first of the month following one month of employment; and,
  - b. 100% of the cost of providing the ADMINISTRATOR with Long Term Disability insurance coverage under the District's standard LTD plan.
- 9.04 For each year of this contract, including years added by the extension provision of the contract, the ADMINISTRATOR shall also be entitled to:
- a. Thirteen (13) personal illness days each year, which if unused are subject to unlimited accumulation. The ADMINISTRATOR may take "family illness leave," charged against personal illness leave, to the extent permitted and as further defined in the benefits policies applicable to MMSD administrators other than the Superintendent of Schools as of April 1, 2013;
  - b. Twenty-five (25) vacation days each contract year. Up to five (5) unused vacation days may be carried over to the following contract year. The ADMINISTRATOR may be paid for up to five unused vacation days each contract year at her then daily rate of pay. Other unused vacation days are forfeited without payment or other compensation;
  - c. Time off on the ten holidays designated by the BOARD and one (1) floating holiday each year;
  - d. One (1) paid personal leave day per year which is deducted from the personal illness account and up to three (3) unpaid personal days;
  - e. Up to five (5) days of bereavement leave without loss of compensation shall be permitted per occurrence for a death in the immediate family (as "immediate family" is defined for purposes of "family illness leave"). One (1) day of personal illness leave may be used for the death of a friend;
  - f. Up to two (2) days per contract year without loss of compensation for legal reasons such as adoption proceedings, settlement of wills, real estate closings, etc.;
  - g. District payments of the employer required contribution toward Wisconsin Retirement System (WRS) benefits, the employer share of Medicare, and the employer share of Social Security;
  - h. The opportunity to access all MMSD employee-paid benefit options in which MMSD employees pay 100% of the cost related to exercising the option;

- i. Insurance Escrow. One hundred percent (100%) of accumulated personal illness leave up to 200 days, plus fifty (50%) of accumulated leave over 200 days, is available upon retirement for purposes of paying group insurance premiums; and
  - j. Long term care insurance, paid by ADMINISTRATOR, but available through the District at group rates which may include coverage for family members.
- 9.05 Personal illness days and vacation days are credited at the outset of the contract year, but are earned and accrued on a pro-rata basis throughout the contract year (i.e., one-twelfth of the total annual allotment is earned and accrued for each month of the contract year).
- 9.06 Any medical examination or fitness for duty examination that is required by the BOARD shall be paid for by the BOARD to the extent the cost is not covered by insurance.

#### Moving and Related Expenses

- 10.01 The BOARD agrees to reimburse the ADMINISTRATOR for such reasonable and necessary moving expenses incurred in relocating to Madison Wisconsin and shall be pre-approved by the BOARD.
- 10.02 The BOARD agrees to pay the ADMINISTRATOR's reasonable temporary living expenses in the greater Madison, Wisconsin area up to July 1, 2013.

#### Transportation Allowance

- 11.01 The BOARD shall provide the ADMINISTRATOR with a \$500.00 per month transportation allowance intended to cover travel and transportation expenses associated with work-related travel within Dane County, including (but not limited to) such expenses associated with the use of a personal automobile for such travel and transportation.

#### Technology

- 12.01 The BOARD shall provide the ADMINISTRATOR with the technology necessary for the ADMINISTRATOR to carry out her duties pursuant to this contract, including technology for her office, a smartphone and monthly charges related to the operation of the smartphone, laptop computer, iPad and printer/fax/scanner at her home.

#### Business Expenses

- 13.01 It is anticipated and agreed that the ADMINISTRATOR will from time to time incur certain necessary expenses while conducting the official business of the District. The BOARD agrees to reimburse the ADMINISTRATOR for such necessary expenses



incurred on behalf of the District, subject to the approval of such expenses by the BOARD or its designee.

- 13.02 If the ADMINISTRATOR uses her personal automobile for business travel outside of Dane County, the District will reimburse the ADMINISTRATOR at the IRS standard reimbursement rate for business travel then in effect.

#### Evaluation

- 14.01 At least once each year, the BOARD of Education will provide the ADMINISTRATOR with an evaluation.
- a. The annual evaluation shall occur in closed session.
  - b. Prior to the BOARD conducting the SUPERINTENDENT'S evaluation, the SUPERINTENDENT shall provide the BOARD a self-appraisal. The BOARD shall take this self-appraisal into account in conducting its evaluation
  - c. All forms used and report formats requested as part of the evaluation process shall be collaboratively developed and mutually agreed upon by the ADMINISTRATOR and the BOARD.
  - d. While individual opinions may be expressed in the evaluation process, the final written record of performance evaluations shall include only narrative statements or opinions endorsed by a majority of the BOARD. The written evaluation shall be considered confidential to the extent permitted by law.
  - e. To the greatest extent possible, members of the BOARD agree to bring specific issues and concerns to the ADMINISTRATOR as soon as possible rather than initiating discussion of such specific issues and concerns during the evaluation process

#### Post-Employment Benefits

- 15.01 Eligibility To earn and qualify for the post-employment benefits provided under Section 15.02 of this contract, the ADMINISTRATOR must:
- a. Be at least 55 years old;
  - b. Fulfill her contractual obligations until the established date of retirement without committing any act or omission having a nexus to her duties and responsibilities as Superintendent of Schools that constitutes a felony under Wisconsin or federal law, willful and wanton disregard for her fiduciary responsibilities to the District; or substantial and deliberate indifference toward the legal rights, health or safety of any person to whom a duty of care is owed in connection with her employment.

15.02 Benefits to be Provided by the BOARD. If the ADMINISTRATOR has met each of the eligibility requirements established in Section 15.01 of this contract, the BOARD will provide the following post-employment benefits:

- a. Conversion of accumulated personal illness leave into District-paid post-employment health insurance premium contributions. Prior to the eligible ADMINISTRATOR'S date of retirement established under Section 11.01, the ADMINISTRATOR'S accumulated personal illness leave shall have no value. Effective with the date of retirement, the District shall establish an account which may be used to pay insurance premiums for insurance continuation in retirement. Apart from the payment of said insurance premiums as a benefit, the account has no cash value. The total value of the benefit for purposes of insurance premium payments shall be the number of unused, accumulated days of personal illness leave multiplied by \$700 per day. The ADMINISTRATOR shall begin to draw on the account to pay for the full cost of insurance premiums (either standard coverage or Medicare supplemental coverage, if applicable) for insurance continuation in the month following the month in which her pre-retirement contractual insurance coverage lapses. The ADMINISTRATOR may not defer payments from the account (i.e., the benefit contemplates only uninterrupted continuation coverage). The ADMINISTRATOR shall have a vested right to this post-employment insurance benefit as of the effective date of her retirement, and a surviving spouse may continue to use any remaining value in the account exclusively for the continuation of group health insurance premiums in the event of the death of the retired ADMINISTRATOR during the benefit period. Payments for premiums as described in this Sub-Paragraph will continue until the value of the account has been exhausted.

### Indemnification

16.01 The BOARD agrees that it shall defend, hold harmless, and indemnify the ADMINISTRATOR, to the fullest extent allowed by law, from any and all demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in her official capacity as agent and employee of the District, provided the demand, claims, suits, actions or legal proceedings arose while the ADMINISTRATOR was acting within the scope of her employment or under the direction of the BOARD. Except that, in no case, will individual board members be considered personally liable for indemnifying the ADMINISTRATOR against such demands, claims, suits, actions and legal proceedings.

### Other Provisions

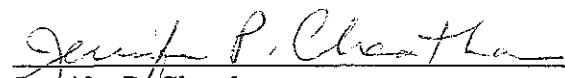
17.01 This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. This contract may be modified or amended only through a subsequent written instrument that has been approved by a majority of the full membership of the BOARD.

17.02 In case of a direct conflict between any rules, regulations or policies of the BOARD and any specific provisions of this contract, the contract shall control.

17.03 If any article or part of this contract is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.

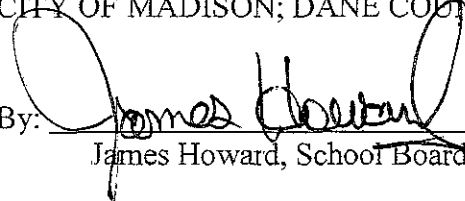
17.04 In the event of any disagreement or controversy between the parties concerning this contract, Wisconsin law shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date reflected in the signature section below.

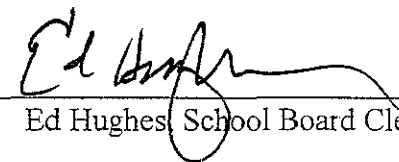
  
Jennifer P./Cheatham

3-4-13  
Date

FOR THE SCHOOL BOARD OF THE MADISON METROPOLITAN SCHOOL DISTRICT;  
CITY OF MADISON; DANE COUNTY; WISCONSIN:

By:   
James Howard, School Board President

3-4-13  
Date

By:   
Ed Hughes, School Board Clerk

3/4/13  
Date

Action by the School BOARD in adopting this contract is recorded in the BOARD minutes of March 6, 2013.

# MADISON METROPOLITAN SCHOOL DISTRICT

## MADISON, WISCONSIN

### EMPLOYMENT AGREEMENT BETWEEN the SCHOOL BOARD AND the INTERIM SUPERINTENDENT OF SCHOOLS

#### Parties to the Agreement

- 1.01 IT IS HEREBY AGREED, by and between the School Board of the Madison Metropolitan School District, Dane County, Wisconsin (hereinafter referred to as the "BOARD") and Jane Belmore (hereinafter referred to as "Ms. Belmore" or "INTERIM ADMINISTRATOR"), that the BOARD does hereby employ the INTERIM ADMINISTRATOR in the position of Interim Superintendent of Schools (herein, this title is used interchangeably with "Interim Administrator") and both parties agree that such employment shall be governed by the terms and conditions hereinafter set forth.

#### Agreement Duration

- 2.01 Term The BOARD agrees to employ and does employ Ms Belmore as Interim Superintendent of Schools for a term of one (1) year. The term of employment shall commence on the 1st day of July 2012, and continue through the 30th day of June 2013. The employment contract year shall be considered as twelve months, running from July 1 to June 30. Ms. Belmore's first day of work will be July 16, 2012. Any extension of the Agreement must be mutually negotiated by and between the parties. The nine (9) work days between July 2, 2012 and July 13, 2012 shall be considered vacation days and will reduce Ms Belmore's vacation allowance by nine (9) days.
- 2.02 Continuation of Agreement in Event of Hiring. In the event the Board employs a new Superintendent of Schools to commence prior to July 1, 2013, Interim Administrator's employment will continue under this Agreement through June 30, 2013 in transitional duties and/or such other responsibilities as the Board and Interim Administrator shall mutually determine appropriate, unless the employment is terminated by mutual agreement pursuant to Sec. 3.02 below.
- 2.03 Waiver of Wisconsin Statute 118.24(6) and (7) The parties expressly agree that unless specifically agreed otherwise by them in writing pursuant to Sec. 2.01, this Agreement is for one year through June 30, 2013, and it is the parties mutual intent that it is not subject to renewal or non-renewal under Wis. Stat 118.24(6) and (7) and the parties waive the provisions of that Statute.

#### Termination of Agreement

- 3.01 Expiration. This Agreement shall expire and the employment relationship between the INTERIM ADMINISTRATOR and the BOARD shall terminate on the expiration date established by the duration provisions of this Agreement, above.
- 3.02 Termination by Mutual Agreement. Upon mutual written agreement by the BOARD and the INTERIM ADMINISTRATOR this Agreement and the employment of the INTERIM

ADMINISTRATOR may be terminated without penalty or prejudice against either the BOARD or the INTERIM ADMINISTRATOR. In this event, the BOARD shall pay the INTERIM ADMINISTRATOR all accrued remuneration that is unpaid as of the date of the termination of the Agreement.

3.03 Termination by the BOARD. During the term of this Agreement, the Agreement may be terminated by the BOARD effective at the end of any month in which any of the following events occur:

- a. Dismissal by the BOARD for just cause; or
- b. Disability as specified in the District's long-term disability insurance policy (termination for disability or incapacity under any other circumstance must meet the standard of "just cause"); or
- c. The death of the INTERIM ADMINISTRATOR.

Prior to taking any action to dismiss the INTERIM ADMINISTRATOR for cause under Sub-Paragraph a. of this Section, the BOARD shall provide the INTERIM ADMINISTRATOR with advance written notice of the reason(s) it is considering dismissal. Within ten (10) days after receiving notice of the proposed action, the INTERIM ADMINISTRATOR may request a hearing before the BOARD, and said hearing shall occur within thirty (30) days of the INTERIM ADMINISTRATOR's receipt of the written notice unless continued for cause or by the consent of the parties. Within ten (10) days after the conclusion of the hearing, or, when a hearing is not requested, within ten (10) days after the expiration of the time for making such request, the BOARD shall by resolution act to terminate or to continue this Agreement.

3.04 Termination by Resignation. The INTERIM ADMINISTRATOR agrees to provide at least five (5) months written notice to the BOARD in the event she unilaterally resigns from this position prior to the expiration of the Agreement. In the event the INTERIM ADMINISTRATOR fails to provide at least five (5) months written notice of resignation under this Article, the BOARD may refuse to release the INTERIM ADMINISTRATOR from this Agreement and/or seek such damages and other remedies as may be available.

#### Responsibilities of the Interim Superintendent of Schools

- 4.01 INTERIM ADMINISTRATOR shall maintain throughout the life of this Agreement and all subsequent agreements a valid and appropriate State of Wisconsin District INTERIM ADMINISTRATOR's license/certificate as may be required by the laws of the State of Wisconsin. This Agreement shall be rendered null and void in its entirety if the INTERIM ADMINISTRATOR fails to maintain said valid license/certificate throughout her term of employment.
- 4.02 The INTERIM ADMINISTRATOR agrees to perform at a professional level of competence the services, duties, requirements and responsibilities required by applicable federal, State and local laws, regulations and ordinances, and by the rules, regulations and policies of the BOARD which are now-existing or which may be hereafter enacted by the BOARD. Such services, duties, requirements and responsibilities shall include, but shall not be limited to, the following:

- a. Administering and supervising instruction in all schools according to BOARD policies and directives, and according to all applicable federal, State and local laws, regulations and ordinances.
  - b. Recommending policy changes and implementing BOARD directives.
  - c. Recommending instructional and administrative appointments, promotions, demotions and dismissals.
  - d. Preparing and recommending an annual budget for the BOARD.
  - e. Providing leadership for the administrative, instructional and non-instructional staff.
  - f. Managing the financial and other assets of the BOARD.
  - g. Representing the school system throughout the community.
  - h. Placing, assigning and transferring of all personnel.
  - i. Recommending to the BOARD the creation of new positions.
- 4.03 The INTERIM ADMINISTRATOR shall give the Board President prior notice of planned attendance at any professional meeting and/or educational course or seminar that occurs out-of-state, and the INTERIM ADMINISTRATOR shall secure the approval of the Board President for attendance at any out-of-district conference, seminar or other professional meeting that is scheduled to last beyond three consecutive days.
- 4.04 The BOARD shall pay the cost for the INTERIM ADMINISTRATOR to retain approved memberships in community organizations and participate in approved community functions where there is a benefit to the District of such membership and/or participation.
- 4.05 The INTERIM ADMINISTRATOR agrees to devote full time to the duties and responsibilities normally expected of the INTERIM ADMINISTRATOR's position during the term of this Agreement. The INTERIM ADMINISTRATOR shall not engage in any pursuit, or accept any other employment, which interferes or conflicts with the proper discharge of the INTERIM ADMINISTRATOR's duties and responsibilities. Although the INTERIM ADMINISTRATOR may undertake consultative work, speaking engagements, writing, lecturing, or other professional engagements that do not interfere with the proper discharge of the INTERIM ADMINISTRATOR's duties and responsibilities, the BOARD reserves the right, in its discretion, to determine whether such outside pursuits or other employment materially interfere or conflict with the INTERIM ADMINISTRATOR's duties and responsibilities.

Salary Compensation

- 5.01 Agreement Year. Each July 1 to June 30 contract year consists of a minimum of 225 working days, exclusive of all unpaid vacation days and unpaid holidays provided herein. Work in excess of 225 working days does not entitle the INTERIM ADMINISTRATOR to additional salary compensation or additional accrual of benefits. The position of Interim Superintendent of

Schools regularly requires work beyond the standard working hours of the schools and the administrative offices

- 5.02 Salary. For the period July 16, 2012 through June 30, 2013, the INTERIM ADMINISTRATOR shall be paid a total annual salary of \$201,437.80. Such salary shall be paid in periodic installments in accordance with the method by which the other administrative personnel of the MMSD are paid, less deductions required by federal or state law and less other authorized deductions.

Employer Contribution to a 403(b)

- 6.01 For the period commencing July 16, 2012 and ending June 30, 2013, the BOARD shall make an employer contribution, for the benefit of the INTERIM ADMINISTRATOR, in the total annual sum of \$10,000 into a District-sponsored 403(b) account. The BOARD shall make such contribution and the contribution shall be accrued by the INTERIM ADMINISTRATOR in equal monthly installments. The BOARD shall contribute the total annual sum of \$10,000 in like manner for each 12-month period thereafter for which the INTERIM ADMINISTRATOR is employed as Interim Superintendent.
- 6.02 Wisconsin Retirement System (WRS). Ms. Belmore is not eligible for contributions to WRS. Due to this, the District shall pay Ms. Belmore the equivalent of the District's normal contribution of 5.9% of salary as a contribution to the District-sponsored 403(b) account referenced in 6.01 above. The annual amount is \$11,884.83 and the monthly amount is \$990.40.
- 6.03 Administrator Retirement Plan. If neither party terminates this Agreement prior to the expiration of the term of the Agreement the District shall, in lieu of the District's Administrator Retirement Plan, contribute \$6,392.00 to the District-sponsored 403(b) account referenced in 6.01 above.

Insurance Coverage and Other Benefits

- 7.01 Health Insurance. The BOARD shall pay 90% of each monthly premium for a single or family group health insurance plan, which plan may be selected from the group plan(s) offered to all MMSD non-represented professional employees. If elected, coverage commences on the first of the month following one month of employment. The 10% employee contribution is made by payroll deduction on a pre-tax basis. During the term of the Agreement the District shall suspend Health Reimbursement Arrangement (HRA) contributions to Ms. Belmore's health insurance.
- 7.02 Dental Insurance. The BOARD shall pay 90% of each monthly premium for a single or family group dental insurance plan, which plan may be selected from the group plan(s) offered to all MMSD non-represented professional employees. If elected, coverage commences on the first of the month following one month of employment. The 10% employee contribution is made by payroll deduction on a pre-tax basis. During the term of the Agreement the District shall suspend HRA contributions to Ms. Belmore's dental insurance.
- 7.03 For the term of this Agreement the BOARD shall also pay:
- a. 85% of the cost of providing the INTERIM ADMINISTRATOR with basic group term life insurance as provided under the District's standard plan (defined as "one times

salary”). Coverage commences on the first of the month following one month of employment;

- b. 100% of the cost of providing the INTERIM ADMINISTRATOR with Long Term Disability insurance coverage under the District’s standard LTD plan. During the term of the Agreement the District shall suspend HRA contributions to Ms Belmore’s long term disability insurance.

7.04 For the term of this Agreement the INTERIM ADMINISTRATOR shall also be entitled to:

- a. Thirteen (13) personal illness days each year. The INTERIM ADMINISTRATOR may take “family illness leave,” charged against personal illness leave, to the extent permitted and as further defined in the benefits policies applicable to MMSD administrators other than the Interim Superintendent of Schools as of July 1, 2008. Unused sick days are forfeited without payment or compensation;
- b. Twenty-five (25) unpaid vacation days during the term of the Agreement. Unused vacation days are forfeited without payment or other compensation;
- c. One (1) paid holiday during the term of the Agreement (Martin Luther King, Jr. Day);
- d. Nine (9) unpaid regular holidays during the term of the Agreement, to be designated by the BOARD;
- e. One (1) unpaid floating holiday during the term of the Agreement;
- f. One (1) paid personal leave day during the term of the Agreement which is deducted from the personal illness account;
- g. Up to five (5) days of bereavement leave without loss of compensation shall be permitted per occurrence for a death in the immediate family (as “immediate family” is defined for purposes of “family illness leave”). One (1) day of personal illness leave may be used for the death of a friend;
- h. Up to two (2) days during the term of the Agreement without loss of compensation for legal reasons such as adoption proceedings, settlement of wills, real estate closings, etc.;
- i. District payments of the employer share of Medicare, and the employer share of Social Security; and
- j. The opportunity to access all MMSD employee-paid benefit options in which MMSD employees pay 100% of the cost related to exercising the option.

7.05 Personal illness days and vacation days are credited at the outset of the Agreement, but are earned and accrued on a pro-rata basis throughout the contract year (i.e., One-twelfth of the total annual allotment is earned and accrued for each month of the contract year ).

7.06 Any medical examination or fitness for duty examination that is required by the BOARD shall be paid for by the BOARD to the extent the cost is not covered by insurance.



Transportation Allowance

8.01 The BOARD shall provide the INTERIM ADMINISTRATOR with a \$300.00 per month transportation allowance intended to cover all travel and transportation expenses associated with work-related travel within Dane County, including (but not limited to) such expenses associated with the use of a personal automobile for such travel and transportation.

Business Expenses

9.01 It is anticipated and agreed that the INTERIM ADMINISTRATOR will from time to time incur certain necessary expenses while conducting the official business of the District. The BOARD agrees to reimburse the INTERIM ADMINISTRATOR for such necessary expenses incurred on behalf of the District, subject to the approval of such expenses by the BOARD or its designee.

9.02 If the INTERIM ADMINISTRATOR uses her personal automobile for business travel outside of Dane County, the District will reimburse the INTERIM ADMINISTRATOR at the IRS standard reimbursement rate for business travel then in effect.

Other Provisions

10.01 This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. This Agreement may be modified or amended only through a subsequent written instrument that has been approved by a majority of the full membership of the BOARD.

10.02 In case of a direct conflict between any rules, regulations or policies of the BOARD and any specific provisions of this Agreement, the Agreement shall control.

10.03 If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the Agreement shall not be effected thereby.

10.04 In the event of any disagreement or controversy between the parties concerning this Agreement, Wisconsin law shall be controlling.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date reflected in the signature section below.

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JANE BELMORE

DATE

FOR the SCHOOL BOARD of the MADISON METROPOLITAN SCHOOL DISTRICT; CITY OF MADISON; DANE COUNTY; WISCONSIN:

By: \_\_\_\_\_  
JAMES HOWARD, SCHOOL BOARD PRESIDENT                      DATE

By: \_\_\_\_\_  
ED HUGHES, SCHOOL BOARD CLERK                                  DATE

Action by the School BOARD in adopting this Agreement is recorded in the BOARD minutes of  
\_\_\_\_\_.

DRAFT 07/10/2012