

MADISON METROPOLITAN SCHOOL DISTRICT

MADISON, WISCONSIN

EMPLOYMENT AGREEMENT BETWEEN the SCHOOL BOARD AND the 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 Dr. Carlton Jenkins (hereinafter referred to as "Dr. Jenkins" 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. Jenkins 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 August 2020 and continue through the 30th day of June 2022. The contract year shall be considered as running from July 1 through June 30. Compensation for the period of August 1, 2020 – June 30, 2021 will be prorated.
- 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 his 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 July 1st 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 January 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 January 1 contract extension decision/notification deadline to the Board President no later than the preceding January 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 decide 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 ninety (90) days written notice to the BOARD in the event he unilaterally resigns as ADMINISTRATOR prior to the expiration of this contract.

- a. In the event the ADMINISTRATOR terminates this Agreement after acceptance of the initial offer of employment and execution of the initial contract, but before assuming the duties of Superintendent, ADMINISTRATOR shall owe to the MMSD at a minimum the following:
 - 1) costs associated with hiring a transition consultant;
 - 2) travel expenses paid by the MMSD after ADMINISTRATOR's acceptance of the offer of employment;
 - 3) costs associated with reposting the superintendent position; and
 - 4) any other expenses incurred by the MMSD subsequent to the ADMINISTRATOR'S acceptance of the employment offer.
- b. In the event the ADMINISTRATOR fails to provide at least ninety (90) days written notice of resignation under this Article, the BOARD may refuse to release the ADMINISTRATOR from this Agreement and/or seek such damages and other remedies as may be available.

4.05 Termination by BOARD Without Cause. The BOARD may terminate this contract without cause by giving the ADMINISTRATOR written notice at least ninety (90) days in advance of the effective date of termination.

Responsibilities of the Superintendent of Schools

5.01 By November 1, 2020, the SUPERINTENDENT shall obtain a valid and appropriate provisional

State of Wisconsin Administrator's license/certificate. If the SUPERINTENDENT is not required to obtain a provisional license, then no later than August 1, 2021, 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. Jenkins shall be the SUPERINTENDENT and chief education officer of the MMSD. Dr. Jenkins 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 his 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 his 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. Selecting, placing, assigning and transferring of all personnel;
 - f. Recommending to the BOARD instructional and administrative assignments and dismissals for contracted personnel;
 - g. Preparing and recommending an annual budget for the BOARD;
 - h. Providing leadership for the administrative, instructional and non-instructional staff;
 - i. Managing the financial and other assets of the BOARD; and
 - j. Representing the school system throughout the community.
- 5.03 The BOARD expects that the ADMINISTRATOR shall endeavor to maintain and improve his 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 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 membership 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, teaching, speaking engagements, writing, lecturing, or other professional engagements, 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 October 1, 2020, 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 his express consent.

Board/Superintendent Development and 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 July 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.

- 6.02 BOARD members and the SUPERINTENDENT shall engage in joint, continuous professional development to increase BOARD capacity, and develop a strong/effective BOARD and SUPERINTENDENT relationship.

Salary Compensation

- 7.01 Contract Year. Each July 1 to June 30 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 August 1, 2020 through June 30, 2021, the ADMINISTRATOR shall be paid a total prorated annual salary of \$272,000.00. 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 July 1 to June 30 contract year that follows June 30, 2021. However, in no circumstances shall the full-time annual salary for any July 1 to June 30 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 June 30, 2021 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 August 1, 2020 and ending June 30, 2021, the BOARD shall make an employer contribution for the benefit of Dr. Jenkins the prorated sum of \$25,000 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. Jenkins the sum of \$25,000 in like manner for the period commencing July 1, 2021 and ending June 30, 2022. The BOARD shall contribute the sum of \$25,000 in like manner for each 12-month period thereafter for which Dr. Jenkins is employed as ADMINISTRATOR for the benefit of Dr. Jenkins.

Insurance Coverage and Other Benefits

- 9.01 Health Insurance. The BOARD shall pay 88% 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 12% 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 ADMINISTRATOR with supplemental group term life insurance valued at \$500,000.
- c. 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 June 1, 2020;
- b. Twenty-five (25) vacation days each contract year. Up to ten (10) unused vacation days may be carried over to the following contract year. The ADMINISTRATOR may be paid for up to ten (10) unused vacation days each contract year at his 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 seven (7) 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. The employee required contribution percentage for participation in the 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 up to \$10,000.00 for such reasonable and necessary moving expenses incurred in relocating to Madison, Wisconsin, which shall be pre-approved by the BOARD. This expense will be direct billed to the District.
- 10.02 The BOARD agrees to pay the ADMINISTRATOR'S reasonable temporary living expenses of \$3,000 per month in the greater Madison, Wisconsin area for six months from August 1, 2020 - February 1, 2021.

Transportation Allowance

- 11.01 The BOARD shall provide the ADMINISTRATOR with an \$800.00 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 his duties pursuant to this contract, including technology for his office, a District smartphone and monthly charges related to the operation of the smartphone and a laptop computer.

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 his 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 between December 1 and December 31 of each year.
 - 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 his contractual obligations until the established date of retirement without committing any act or omission having a nexus to his duties and responsibilities as Superintendent of Schools that constitutes a felony under Wisconsin or federal law, willful and wanton disregard for his 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 his 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 the District-paid post-employment health insurance premium contributions. Prior to the eligible ADMINISTRATOR'S date of retirement established under Section 15.01, 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 his 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 his 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 his 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 his 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 affected 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.

DocuSigned by:
Carlton Jenkins
5883FC2127E04A1...
Dr. Carlton D. Jenkins, PhD

7/9/2020
Date

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

By: Gloria Reyes
Gloria Reyes, School Board President

July 13, 2020
Date

By: Nicki Vander Meulen
Nicki Vander Meulen, School Board Clerk

July 13, 2020
Date

Action by the School BOARD in adopting this contract is recorded in the BOARD minutes of
July 13, 2020.