

**MADISON METROPOLITAN SCHOOL DISTRICT
MADISON, WISCONSIN**

**EMPLOYMENT CONTRACT 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 JOSEPH M. GOTHARD (hereinafter referred to as "DR. GOTHARD" 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 Contract Term. The BOARD agrees to employ and does employ DR. GOTHARD 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 July 2024, and continue through the 30th day of June 2026. The contract year shall be considered as twelve (12) months, running from July 1 to June 30.
- 2.02 Extension. On July 1, 2025, and each July 1 thereafter, this Contract shall be extended for an additional one (1) contract year unless on or before January 30, 2025, and each January 30 thereafter (if the Contract has been renewed or extended), the BOARD advises the ADMINISTRATOR, in writing, that the Contract shall not be extended at the end of the then current two-year term; except, the Contract shall not be extended if the ADMINISTRATOR declines such extension in writing delivered to the Board President on or before February 28, immediately following extension. Any such extended Contract shall be pursuant to the same terms and conditions. The BOARD, in its sole discretion, and with or without cause, and with or without a hearing, may decline to extend this Contract for an additional year, in which case the Contract shall continue only for the term applicable (that is, the remaining portion of the current year and, as appropriate, the remaining year of the term).

Contract Renewal and Non-Renewal

- 3.01 Renewal and non-renewal of this Contract shall be governed exclusively by Wis. Stat. § 118.24.

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 Provision 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 just cause standard); or
- c. The death of the ADMINISTRATOR.

Prior to taking any action to dismiss the ADMINISTRATOR for just 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. 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.

It is acknowledged that, if the ADMINISTRATOR terminates this Contract during the term of the Contract, it will cause the BOARD to incur economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the BOARD as actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such breach, the ADMINISTRATOR agrees that liquidated damages may be assessed and recovered by the BOARD as against the ADMINISTRATOR. Accordingly, in the event the ADMINISTRATOR shall breach, abandon his Contract, and/or otherwise leave the employment of the District during the Contract term hereof without the mutual agreement of the BOARD, the ADMINISTRATOR shall pay to the BOARD liquidated damages equal to twenty-five thousand dollars (\$25,000). The ADMINISTRATOR hereby authorizes this amount to be deducted from his final paycheck(s).

Responsibilities of the Superintendent of Schools

- 5.01 The ADMINISTRATOR shall maintain, throughout the term of this Contract, 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 this provision.
- 5.02 During the term of this Contract, DR. GOTHARD shall be the Superintendent and Chief Education Officer of the MMSD. DR. GOTHARD 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. Administering and supervising instruction in all schools according to BOARD policies, 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, 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 per Board Policies 8041 and 8042.
 - i. Recommending to the BOARD the creation of new positions.
- 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 (3) consecutive days.

- 5.04 The ADMINISTRATOR agrees to be engaged actively in the community. To support this expectation, 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, 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.

BOARD/ADMINISTRATOR 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 Work Schedule Expectations. 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 First Contract Year. For the first contract year, the SUPERINTENDENT shall be paid a total annual salary of two hundred ninety-nine thousand dollars (\$299,000). Such annual 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 for Subsequent Contract Years. The BOARD shall determine the SUPERINTENDENT's annual salary for each contract year that follows the first contract year. However, in no circumstances shall the full-time annual salary for any contract year be less than the full-time annual salary paid to the SUPERINTENDENT in the immediately preceding contract year plus a two percent (2%) increase. Nothing herein shall prevent the BOARD from offering the ADMINISTRATOR an annual salary increase of more than two percent (2%).

Employer Contribution to a 403(b)

- 8.01 For each contract year completed, the BOARD shall make an employer contribution for the benefit of DR. GOTHARD the sum of twenty-five thousand dollars (\$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.
- 8.02 For each contract year completed, the BOARD shall make an additional contribution for the benefit of the ADMINISTRATOR an amount equal to 6.9% of the ADMINISTRATOR'S annual salary to the Administrator's 403(b) account as a non-elective employer contribution. The BOARD shall make such contribution and the contribution shall be accrued by the ADMINISTRATOR in equal monthly installments.

Insurance Coverage and Other Benefits

9.01 Health and Dental Insurance.

- a. The BOARD shall pay eighty-eight percent (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 twelve percent (12%) employee contribution is made by payroll deduction on a pre-tax basis.
- b. The BOARD shall pay ninety percent (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 (1) month of employment. The ten percent (10%) employee contribution is made by payroll deduction on a pre-tax basis.

9.02 Other Insurance Benefits. For each year of this Contract, the BOARD shall also pay:

- a. One hundred percent (100%) 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.
- b. One hundred percent (100%) of the cost of providing the ADMINISTRATOR with Long Term Disability (LTD) insurance coverage under the District's standard LTD plan.

The ADMINISTRATOR shall have the opportunity to access all MMSD employee-paid benefit options in which MMSD employees pay one hundred percent (100%) of the cost related to exercising the option.

9.03 Retirement Benefits. The BOARD shall pay the employer required contributions toward Wisconsin Retirement System (WRS) benefits.

9.04 Benefit Leave Time. For each contract year, the BOARD shall provide to the ADMINISTRATOR the following leave benefits:

- a. Thirteen (13) personal illness leave days each contract 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;
- b. When the ADMINISTRATOR separated from the DISTRICT in 2013, he had a total of one hundred forty-eighty (148) days of personal illness leave. Effective July 1, 2024, the BOARD shall restore seventy-four (74) of the ADMINISTRATOR'S personal illness leave days. If the ADMINISTRATOR is still employed in the District as of July 1, 2029, the BOARD shall restore the remaining seventy-four (74) of these personal illness leave days at that time;
- c. Thirty (30) 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 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;
- d. Nine (9) scheduled unpaid holidays, one (1) unpaid floating holiday, and Martin Luther King, Jr Day as a paid holiday;
- e. One (1) paid personal leave day per contract year which is deducted from the personal illness account and up to three (3) unpaid personal days;
- f. Up to seven (7) 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;
- g. 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.;
- h. Personal illness days and vacation days are credited at the outset of the contract year but are earned and accrued on a monthly basis throughout the contract year (i.e., one-twelfth (1/12)) of the total annual allotment is earned and accrued for each month of the contract year).

9.05 Medical Examination. Any medical examination or fitness for duty examination of the ADMINISTRATOR 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, up to ten thousand dollars (\$10,000), provided such expenses are pre-approved by the BOARD.

10.02 The BOARD agrees to pay the ADMINISTRATOR'S reasonable temporary living expenses of

three thousand five hundred dollars (\$3,500) per month for up to six (6) months or until the ADMINISTRATOR sells his Minnesota home, whichever is earlier.

- 10.03 The BOARD agrees to pay the ADMINISTRATOR a residency stipend of five hundred dollars (\$500) per month for each month that he resides within the boundaries of the District.

Transportation Allowance

- 11.01 The BOARD shall provide the ADMINISTRATOR with an eight hundred dollars (\$800) 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 conduct his duties pursuant to this Contract, including technology for his office, a smartphone and monthly charges related to the operation of the smartphone, laptop computer, iPad, and printer/fax/scanner at his 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 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 contract year, the BOARD will provide the ADMINISTRATOR with a performance evaluation.
- a. Prior to the BOARD conducting the SUPERINTENDENT'S evaluation, the ADMINISTRATOR shall provide the BOARD with a self-appraisal. The BOARD shall take this self-appraisal into account in conducting its evaluation.
 - b. 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.
 - c. 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.

- d. 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.

14.02 Each contract year, the ADMINISTRATOR may be eligible for a merit bonus upon a successful performance evaluation by the Board at the Board's discretion.

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 fifty-five (55) years old;
- b. Provide written notice of intent to retire from District employment to the BOARD at least five (5) months before the date of retirement unless the ADMINISTRATOR becomes disabled under the law;
- c. 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 and has retired, 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, at the time of retirement, paid at the ADMINISTRATOR'S per diem at the time of retirement.
- b. 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.

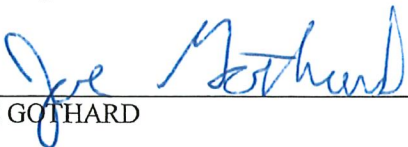
Indemnification

- 16.01 The BOARD agrees that it shall defend, hold harmless, and indemnify the ADMINISTRATOR in accordance with Wis. Stat. § 895.46, and 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 demands, 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. This indemnification provision applies to criminal actions against the ADMINISTRATOR to the extent covered by the District's insurance carriers.

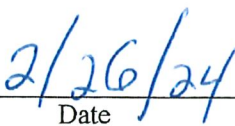
Other Provisions

- 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.

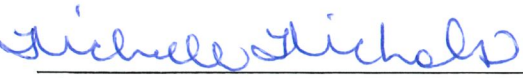


JOE GOTHARD

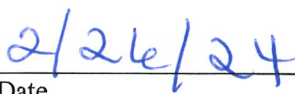


Date

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

By: 

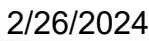
Nichelle Nichols, School Board President



Date

By: 

Nichole Vander Meulen, School Board Clerk



Date

**MADISON METROPOLITAN SCHOOL DISTRICT
MADISON, WISCONSIN**

**ADDENDUM TO EMPLOYMENT CONTRACT
BETWEEN the SCHOOL BOARD
AND the SUPERINTENDENT OF SCHOOLS**

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. Joe Gothard (hereinafter referred to as "DR. GOTHARD"), that the following mutually agreeable terms shall amend and modify DR. GOTHARD's Employment Contract (hereinafter referred to as the "Contract") covering the 2024-2026 contract years:

1. For purposes of transition, DR. GOTHARD is encouraged, but not required, to perform services, duties, requirements, and responsibilities of the Superintendent, as described in Section 5.02 of the Contract, prior to July 1, 2024.
2. If DR. GOTHARD intends to commence work early for the District, he must notify the Board President, in writing, of his start date at least ten (10) calendar days in advance.
3. If DR. GOTHARD performs any such services, duties, requirements, and responsibilities of the Superintendent, he shall:
 - a. Maintain a log of each day of work completed prior to July 1, 2024, and submit it to the District's Human Resources Department.
 - b. Be paid for each day of work at a per diem rate based on his annual salary for the 2024-2025 contract year.
 - c. Be insured by the District's insurance policies except health and dental insurance.
 - d. Receive the transportation allowance as set forth in Section 11.01 of the Contract.
 - e. Receive the technology as set forth in Section 12.01 of the Contract.
 - f. Be reimbursed for business expenses as set forth in Section 13.01 and 13.02 of the Contract.
 - g. Have access to the moving expenses reimbursement as set forth in Section 10.01 of the Contract.
 - h. Begin receiving the temporary living expenses payments as set forth in Section 10.02 of the Contract. However, early access to these payments shall not extend the payments beyond the maximum six (6) month period.
 - i. Begin receiving the residency stipend as set forth in Section 10.03 of the Contract.

4. This Addendum shall expire on June 30, 2024, and shall not be renewed or incorporated in any future Contract between the parties.

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

Joe Gothard
JOE GOTHARD

2/26/24
Date

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

By: Nichelle Nichols
Nichelle Nichols, School Board President

2/26/24
Date

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

2/26/2024
Date