

## **EMPLOYMENT AGREEMENT BETWEEN DR. RITU RAJU AND THE GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

This Employment Agreement is made and entered into this 19th day of October 2022, by and between Dr. Ritu Raju, hereinafter "Dr. Raju" or the "President", and the Gateway Technical College District Board, hereinafter the "BOARD" or the "COLLEGE."

WHEREAS, the BOARD is desirous of employing Dr. Raju as the President of Gateway Technical College; and

WHEREAS, Dr. Raju desires to serve as President; and

WHEREAS, BOARD and President desire to make a written record of the terms and conditions of President's employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM.** The BOARD hereby employs the President, and the President hereby accepts such employment for a term commencing on January 5, 2023, and ending June 30, 2024 (the "Initial Term"). This Agreement shall be automatically extended as of July of each full fiscal year following the Initial Term for another fiscal year unless the Board notifies the President in writing that this Agreement is not so extended 120 days prior to the expiration of the Initial Term or any subsequent one-year extension term thereafter. This Agreement is subject to possible earlier termination as provided in paragraph 11 below.
2. **RESPONSIBILITIES.** The President will be the chief executive officer of the COLLEGE, responsible for the general supervision and management of the work of the COLLEGE. The President shall report to the BOARD.
3. **OUTSIDE ACTIVITIES.** The President carries with them the responsibilities of the college at all times and shall devote her time, attention and focus to the business of the COLLEGE. Events, activities and/or invited leadership roles outside the COLLEGE duties must be in cooperation with the BOARD and with the intention to serve the mission and purposes of the COLLEGE. Remuneration for such activities must be aligned with the COLLEGE policies and Presidential practices. The President is subject to all state and COLLEGE reporting of personal business engagements outside of his/her COLLEGE assigned duties.
4. **CONDITIONS OF EMPLOYMENT.** The President will comply with all rules and regulations and directives authorized or adopted by the BOARD which are now in effect or which may subsequently be adopted by the BOARD. All rules and regulations of the COLLEGE, applicable statutes of the State of Wisconsin and rules and regulations of the Wisconsin Technical College System Board shall be considered as express terms and conditions of employment. In case of any direct conflict between any rule, regulation or policy of the COLLEGE and any specific provision of this Agreement, this Agreement shall control.

5. SALARY. The salary for the President shall be One Hundred Eighty Two Thousand and no/100 Dollars (\$ 182,000) paid on the same schedule as other COLLEGE administrative employees and subject to required state and federal deductions and other authorized deductions as permitted by COLLEGE policy and applicable law. The salary shall be prorated for the President's first six months of employment that correspond to the second half of fiscal year 2022-2023. The performance of the President will be evaluated by the BOARD and subsequent determination of the President's salary will be made by the BOARD on an annual basis beginning at the end of the first full fiscal year of the President's employment (i.e, the President will first become eligible for increase effective as of July 1, 2024).

The President shall receive \$25,000 to be used for relocation expenses.

The President shall receive Eighty-Eight Thousand and no/100 dollars (\$ 88,000) annually per fiscal year in the form of a contribution per fiscal year to a tax-sheltered annuity of Dr. Raju's choice, which shall be prorated for the President's first six months of employment that correspond to the second half of fiscal year 2022-2023.

The COLLEGE makes no representations about the tax implications of the contributions to the annuity. The use of the phrase "tax sheltered" is not a guarantee of any particular tax consequences. The President understands and agrees to seek her own tax advice.

6. EVALUATION. The Board shall evaluate and assess the performance of the President on an annual basis during the term of this Agreement, with an initial review following the first six (6) months of the President's employment.

7. BENEFITS. Except as specified in this Agreement and below, the President will receive benefits per Administrative Procedures and College Policies, as may be amended from time to time for college administrative employees, which are incorporated by reference.

A. In the event that the President has COBRA costs related to insurance coverage prior to being eligible for coverage under the benefits of the COLLEGE, the COLLEGE agrees to reimburse the President for such COBRA costs.

8. TRANSPORTATION. In recognition of the need for transportation adequate to transport people and/or materials for district-related and personal business, the COLLEGE will provide a vehicle allowance of \$12,000 no/100 dollars (\$1,000) per month. Payments will be reflected in gross wages biweekly. The President will be responsible for purchasing or leasing, maintaining and insuring such vehicle.

9. EXPENSES. The COLLEGE will reimburse the President for reasonable and necessary business expenses incurred by the President performing job related responsibilities consistent with the COLLEGE'S policies and procedures regarding employee expense reimbursement. The President shall follow normal procedures for the submission and approval of such expenses.

10. RESIDENCY. Residency within the COLLEGE area shall be a condition of employment. Residency will be established within 9 months.

11. TERMINATION OF AGREEMENT. This Agreement will expire at the end of any month in which any of the events set forth below occur (and with regard to 11 (C), (D) or (F) below upon receipt of official written notice by the Board to the President). Except as to expenses incurred but not paid under paragraph 9 of this Agreement and as otherwise specified in this Agreement in paragraph 7, and 11.D and F below, upon termination or expiration of this Agreement, all provisions of the Agreement are terminated and all obligations of the COLLEGE are deemed satisfied.

A. Mutual. By mutual agreement of the parties;

B. With Notice by the President. It is recognized by both parties that adequate time should be allowed to secure a replacement for the position of President, should such action become necessary and that such time should not be less than six (6) months. The President, should she wish to retire or resign, shall provide a minimum of six (6) months advance written notice to the BOARD. The President shall pay to the COLLEGE \$20,000 for each full month of notice less than six months provided to the BOARD. Such amount is determined to be reasonable liquidated damages that the parties, looking forward reasonably anticipate will follow from such a breach of Agreement. Such liquidated damages may be waived in the sole discretion of the BOARD for medical issues, personal tragedy or for good cause.

C. By Board with Cause. This Agreement may be terminated immediately for just cause which shall be defined as, but not be limited to, commission of any of the following acts by the President:

- 1) Personal dishonesty, willful misconduct that would substantially and negatively impact the President's ability to perform duties, material failure to properly perform the duties of the position of President, insubordination, breach of fiduciary duty involving personal profit, a deliberate and serious violation of published rules of the COLLEGE which substantially and negatively impacts the President's ability to perform duties and warrants immediate termination of employment, commission or conviction of or fine for or plea of no contest to any felony, misdemeanor or other offense (other than traffic violations or similar offenses) which substantially relate to the circumstances of her job, immoral or disreputable conduct (which substantially relates to the circumstances of her job), or use of alcohol or drugs which materially impairs the President's ability to carry out her duties;

- 2) Failure to devote her full-time efforts to the COLLEGE or intentional failure to perform stated duties; provided, however, that the President

may engage in outside activities in accordance with paragraph 3. of this Agreement; or

3) Material breach of any provisions of this Agreement. The BOARD shall provide advance written notice to the President of the reasons for termination and shall offer the President the opportunity to meet in closed session with the BOARD to respond to the reasons before any formal or final action is taken to terminate.

D. By Board Without Cause. The BOARD may, in its sole discretion, unilaterally terminate this Agreement. Prior to such termination the BOARD shall offer the President the opportunity to meet in closed session with the BOARD to discuss the reasons for the termination. In the event of such termination, the COLLEGE shall pay to the President, as severance pay, all of the aggregate salary, fringe benefits, and accrued vacation /she would have earned through the total term of this Agreement. In addition, the College will provide the President with continuing pay at the President's base salary at the time of termination for twelve (12) months, as well as payment of the difference between the cost of the President's COBRA premiums and the active employee rate (with amount the President will owe towards such premiums) over the same period to the extent the President applies and remains eligible for COBRA. The foregoing severance pay and benefits will be contingent on the President executing a release and severance agreement on reasonable terms consistent with those typically required by the COLLEGE of employees who receive severance benefits.

E. Death. The death of the President;

F. Disability. If the President is unable to substantially perform her duties on a consistent basis for a period of three (3) consecutive months due to a disability as defined by the Americans With Disabilities Act, as Amended, the BOARD may terminate this Agreement upon giving the President no less than 30 days written notice from the date the BOARD's decision to terminate is made. If there is a question concerning the capacity of the President to perform her duties and responsibilities, the BOARD may require the President to submit to a medical examination to be performed by a physician selected by the BOARD. This examination shall be done at the expense of the COLLEGE. The physician's report shall focus on the question of whether the President has an illness, condition or incapacity which prohibits him from substantially performing her duties and responsibilities as President. This report by the physician shall be submitted directly to the President and a copy provided to the Chairperson of the BOARD and shall be kept confidential to the degree required by Wisconsin and/or federal law. In the event that President is terminated due to disability, as a severance benefit, the COLLEGE will pay the difference between the cost of the President's COBRA premiums and the

active employee rate (which amount the President will owe towards such premiums) for a period of up to twelve (12) months following the President's termination to the extent the President applies and remains eligible for COBRA. The foregoing severance benefit will be contingent on the President executing a release and severance agreement on terms consistent with those typically required by the COLLEGE of employees who receive severance benefits.

G. Non-Extension. After the Initial Term, the BOARD may, at its option, not extend the Agreement by one year as stated in Section 1 above. The BOARD must provide the President with written notice of such intent not to extend for one year no less than 120 days prior to the expiration of the Initial Term (or any subsequent extended year term if applicable). If no such notice is given within said time frame in any particular year, the Agreement shall continue in force for one additional year beyond the prior term. For purposes of clarity, a termination due to failure to extend at the end of the Initial Term or any subsequent term will not constitute a termination under any other provision of this Agreement.

12. SAVINGS CLAUSE. If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such illegality shall remain in force.

13. ENTIRE AGREEMENT. This Agreement supersedes and replaces any prior Agreement between the parties and contains the entire agreement between the COLLEGE and the President and cannot be modified except by written agreement by each of the parties.

14. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to the State of Wisconsin's choice law doctrines.

15. HEADINGS. Headings in this Agreement are for information purposes only and shall not be used to construe the intent of this Agreement.

**Gateway Technical College District Board**

*Rebecca Matoska-Mentink*

Rebecca Matoska-Mentink  
Board Chairperson  
Date: 10/20/2022

*Zaida Hernandez-Irisson*

Zaida Hernandez-Irisson  
Board Secretary  
Date: 10/20/2022

**Acceptance of Contract**

I have read and understood the terms of this Employment Contract, and I agree to its provisions subject to the conditions specified.

Dated this 19 day of October, 2022.

By: *Ritu Raju*  
Ritu Raju

Kenosha County Eye