

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the City of Hartford (hereinafter called the "Board") and Dr. Christina Kishimoto (hereinafter called the "Superintendent") that the said Board in accordance with its action on March 2, 2011 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Christina Kishimoto as Superintendent of Schools and that Dr. Christina Kishimoto hereby accepts employment as Superintendent of Schools of upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent or her designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and shall have the right to attend any Board Committee meeting or to assign her designee to attend.

3. TERM:

The term of said employment is from 7/1/11 to 6/30/14. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

- A. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annual base salary of the Superintendent shall be the sum of (a) \$205,000 in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$10,000 to be paid to the Superintendent in two equal installments on December 30, 2011, June 30, 2012, December 30, 2012, June 30, 2013, December 30, 2013 and June 30, 2014 as to which amount the Superintendent will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(c)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company she chooses from the Board's list of approved 403(b) vendors pursuant to the boards 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- B. Subject to the provisions of Section 8 hereof, the Superintendent shall also be eligible for a performance pay at the conclusion of each school year of this contract in the amount of up to \$30,000. The amount of such performance pay shall be based upon the achievement of mutually-agreed upon performance criteria with 60% to 70% weight based on improvement of up to ten critical measures of student achievement set by the Board and 30% to 40% weight based upon accomplishment of up to ten mutually agreed upon annual organizational goals for the Hartford Public Schools.
- C. The annual base salary for any subsequent year of this Agreement shall increase each year and shall be \$231,000 from July 1, 2012 to June 30, 2013, and \$238,000 from July 1, 2013 to June 30, 2014. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered

a new contract with the Superintendent or an extension of the termination date of the existing contract.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with 24 sick days annually. Board agrees that the Superintendent begins this contract with sick days accumulated through her current employment with Hartford Public Schools. Superintendent shall be entitled to accumulate up to a maximum of 260 sick days. In the event that the Superintendent becomes disabled, sick leave shall be extended through the qualifying period until disability insurance benefits commence under the terms of disability insurance referenced in 5.I. below. Unused sick leave shall be payable at the end of service at twenty-five percent (25%) of the final per diem rate.
- B. The Board of Education shall provide the Superintendent with 24 vacation days annually. With prior written notification to the Board, the Superintendent may carry over up to 10 days, provided that the Superintendent may not accumulate more than 24 days in addition to the annual vacation entitlement. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for unused vacation days at one hundred percent (100%) of the final per diem rate. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with 10 personal absence days to be used at his/her discretion for pressing personal business that cannot be conducted outside of school hours. These days may not be carried over to the next school year and Superintendent will not be paid for unused days at the termination of her employment.
- E. The Board of Education shall provide the Superintendent and her dependents with the same health insurance coverage as is provided to a majority of school district administrators at the time this contract is signed. The Superintendent shall pay the same premium cost share as such other administrators. Should said health insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- F. The Board shall provide the Superintendent with term life insurance during the term of this Agreement of two (2) times her annual salary or \$500,000 whichever is greater.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket business-related expenses reasonably incurred in the performance of her professional duties and approved by the Board Chairperson. In addition the Superintendent

shall be provided with an automobile allowance of \$400 per month for automobile expenses. The Superintendent shall not be reimbursed for personal use of the automobile and/or the cost of commuting to and from work. The \$400 per month automobile allowance shall be treated as taxable income reportable to the Internal Revenue Service.

- I. The Board shall provide the Superintendent a group long-term disability policy offered to non-union Board employees, at her expense, to compensate the Superintendent for loss of salary after the qualifying period provided by the policy.
- J. The Board shall provide the Superintendent any other benefit(s) or change(s) in benefit level (s) that it may provide to Certified Administrators employed by the Board during the term of this agreement.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Hartford Public Schools. Business-related out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board Chairperson will expect periodic reports on these activities.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the Hartford Area Superintendents' Association. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of her responsibilities as Superintendent and are not in violation of the Code of Ethics of the City of Hartford (Hartford Municipal Code Part II, Chapter 2, Article XIX Sec. 2-900 *et seq*). When such activities provide remuneration to the Superintendent, she shall provide the Chairperson prior written notice of such activities.

7. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance

with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of her performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: student achievement, organizational management goals, community and board of education relations goals. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement. The Board shall have the final authority to determine the format of the evaluation.

- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement by no later than September 30. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requests that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving her performance as to such matters; Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety days, except that the ninety day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
- (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability, lasting for a period of six months as shown by competent medical evidence;
 - (5) Other due and sufficient cause.
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Chairperson a written request for a hearing before the Board which shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to her own counsel, at his/her own expense. Any time limits established herein may be waived by mutual agreement of the parties.
- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty with pay immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.
- G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accumulated vacation at 100%, and the employer portion of insurance premiums as set forth in this contract for a period of 6 months.

9. GENERAL PROVISIONS:

- A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

- B. This contract contains the entire agreement between the parties.
- C. AMENDMENT: This contract may be amended and/or modified at any time with mutual agreement; provided, however, that any modifications and/or amendment must be in writing and be executed by both parties hereto. Upon signing, it supersedes all prior agreements between the parties.
- D. GOVERNING LAW: This contract shall be governed by the appropriate laws and regulations of the state of Connecticut.
- E. STATE CERTIFICATION: The Superintendent shall maintain certification in the State of Connecticut appropriate for her office.
- F. EFFECTIVE DATE: This contract shall be effective on July 1, 2011.

BOARD OF EDUCATION

By 
Pamela M. Richmond, 1st Vice Chair

6/29/2011
Date

SUPERINTENDENT

By 
Dr. Christina M. Kishimoto

6/29/11
Date