

**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the City of Hartford (the "Board") and Dr. Beth Schiavino-Narvaez (the "Superintendent") that the Board, in accordance to its action on April 21, 2014, and by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ Dr. Beth Schiavino-Narvaez as Superintendent of Schools and that Dr. Beth Schiavino-Narvaez hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth in this Contract.

NOW, THEREFORE, the Board and the Superintendent agree as follows:

1. TERM.

Pursuant to Section 10-157 of the Connecticut General Statute, the term of employment of the Superintendent is from July 1, 2014 to June 30, 2017.

The Superintendent and the Board agree that 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) year at any time:

- a. Prior to June 30, 2015, and at the request of the Superintendent, the Board may elect to vote on whether or not to extend this Contract.
- b. If the Superintendent desires to exercise her rights under this subparagraph, by March 31, 2016, she shall notify the Board of her request for a new contract and, referencing this provision, request that the Board take a vote regarding whether or not to offer a new contract.
- c. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 13 shall take precedence, and the Superintendent's employment may be terminated under the provisions of said section.

2. ACCEPTANCE AND DUTIES.

The Superintendent agrees to perform faithfully the duties of Superintendent of Schools of the City of Hartford and to devote her full time and energy to the performance of these duties. The Superintendent also agrees to be governed by and adhere to the policies of the Board and the Code of Ethics of the City of Hartford.

The Superintendent is the chief educational leader and chief executive officer of the Hartford Public Schools (the "District") and is responsible for carrying out the educational, managerial, and administrative duties and responsibilities for the care, maintenance, and improvement of the District. The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent's duties shall include, but shall not be limited to, the following:

- a. directing, assigning, and transferring teachers and other employees of the schools under her supervision;
- b. organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs;
- c. hiring all personnel, subject to the approval of the Board, as may be required by Board policy;
- d. instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary and expedient in order to affect positive changes in the District;
- e. developing and implementing a program of professional development that the Superintendent finds necessary and expedient in order to affect positive changes in the District;
- f. recommending policies to the Board and reasonably interpreting Board policies;
- g. assuming responsibility for the overall financial planning of the District, including preparation of the annual budget and the submission of the budget to the Board for review and approval;
- h. developing and implementing regulations deemed necessary for the effective operation of the District;
- i. making recommendations on items of business for Board meetings and Board committees, as appropriate and as the Superintendent deems necessary for the efficient and effective operation of the District;
- j. establishing and implementing a process, including a means and time parameters, for keeping the Board up-to-date on developments and initiatives in the District;
- k. attending all meetings of the Board and the Board's committees, including executive sessions, and participating in all Board deliberations, except when matters of the Superintendent's employment, the Board's evaluation of the Superintendent's performance, or the Board's search for a superintendent are being discussed in executive session of the Board; and,
- l. performing all other duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board from time to time.

The Board shall not assign the Superintendent to any other position in the District. The Board shall not prevent the Superintendent from performing the duties of the office of the Superintendent as described by law, policy, and this Contract, except as otherwise provided in Section 13(f) of this Contract.

3. BOARD/SUPERINTENDENT COMMUNICATIONS/ROLES

The Board and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communication. Accordingly, by August 1, 2014, and periodically thereafter, the Board and the Superintendent shall meet to discuss how they will communicate and work cooperatively together.

The Board understands and agrees that best practice is for Board members to refer to the Superintendent all criticisms, complaints, and suggestions, called to their attention relative to the Superintendent or the District for the study, recommendation, and appropriate action. In addition, the Board understands and agrees that individual Board members are not authorized to give direction to the Superintendent regarding the management of the District unless duly authorized by the Board. Nothing in this Section shall be read as a promise or warranty relative to the actions or conduct of individual Board members.

4. STATE CERTIFICATION.

As a condition precedent to this Contract 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; and undergo the District's standard pre-employment background screening. Failure to provide a valid certificate or to satisfactorily pass pre-employment background screening shall make this Contract null and void. Should any certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Contract shall terminate immediately by its terms.

5. COMPENSATION.

- a. Effective July 1, 2014, the annual salary shall be two hundred fifty thousand dollars (\$250,000) payable in accordance with the Board's normal payroll process. Effective July 1, 2015, the annual salary shall be two hundred fifty-seven thousand, five hundred dollars (\$257,500) payable in accordance with the Board's normal payroll process. Effective July 1, 2016, the annual salary shall be two hundred sixty-five thousand, two hundred twenty-five dollars (\$265,225) payable in accordance with the Board's normal payroll process.
- b. The Superintendent shall participate in the appropriate state pension/retirement systems as provided by law.
- c. The Board, at the request of the Superintendent and as permitted by federal and state law, shall withhold from the Superintendent's salary an amount determined by the Superintendent, and shall pay that amount into qualified tax sheltered annuity plan or plans chosen by the Superintendent, consistent with District offerings. In addition, beginning July 1, 2014, and for each year during the term of this Contract, the Board will contribute fifteen thousand (\$15,000) dollars as an elective deferral on a pre-tax basis as permitted under Internal Revenue Code toward a 403(b) annuity with a tax sheltered annuity company she chooses from

the Board's list of approved 403(b) vendors available to District employees generally, in accordance with Section 403(b) of the Internal Revenue Code, as amended. The Board's contribution will be made in equal periodic payments at the same time as payment of the Superintendent's base salary.

6. INSURANCE.

The Board shall provide the Superintendent and her immediate family with the same health, dental, and life insurance coverage and options as are provided to the members of the Hartford Principals' and Supervisors' Association. For health and dental insurance, the Superintendent shall pay a 19% premium cost share based on the fully insured equivalent rates, effective July 1, 2014, 20% premium cost share effective July 1, 2015, and 21% premium cost share effective July 1, 2016. If any significant change in the health insurance plan (e.g. move away from a PPO) is implemented, the Superintendent shall be permitted to bargain regarding the impact of such change.

The Board shall provide the Superintendent with the 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.

7. HOLIDAYS, VACATION, SICK, AND PERSONAL LEAVE.

- a. The Superintendent shall be entitled to holidays and district closings, if any, in accordance with the expectations for Central Office employees. Currently, there are twelve (12) holidays per year, which are: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, and two designated floating holidays.
- b. The Superintendent shall be awarded twenty-four (24) vacation days on July 1, 2014. Effective July 1, 2015, the Superintendent shall accrue vacation leave at the rate of two vacation days per month of employment. The Superintendent shall be permitted to carryover accrued unused vacation leave from year to year. All accrued unused vacation leave, up to a maximum of twenty four (24) days, shall be payable at the end of service at the per diem rate based on a two hundred sixty (260) day year.
- c. The Superintendent shall accrue sick leave at the annual rate of two sick days per month of employment. Unused sick leave shall be paid out at the end of service at the rate of thirty percent (30%).
- d. The Superintendent shall be provided five (5) personal days annually. Unused personal days shall not accrue and will not be paid out at the end of service.

8. REIMBURSEMENTS AND AUTOMOBILE ALLOWANCE.

The Superintendent shall be reimbursed for out-of-pocket business related expenses reasonably incurred in the performance of her professional duties and approved by the Chairman of the Board of Education. In addition, the Superintendent shall be provided with an automobile allowance of \$300 per month for automobile expenses. The \$300 per month automobile allowance shall be treated as taxable income reportable to the Internal Revenue Service.

9. TECHNOLOGY SUPPORT.

In order to ensure the Superintendent's accessibility to the Board and staff members and to enhance the Superintendent's ability to manage the District, the District shall provide the Superintendent appropriate technology in the performance of her duties. This shall include a smartphone, electronic tablet, computer, laptop, and printer/scanner/fax machine. The District shall own this technology. Upon termination of this Contract, the Superintendent shall return all District equipment.

10. ANNUAL EVALUATION.

By September 1 of each year of this Contract, the Superintendent shall provide the Board with a proposed form to evaluate the Superintendent. By October 1 of each year of this Contract, the Board and the Superintendent shall meet to discuss and agree on the form to be used to evaluate the Superintendent and on goals to evaluate the Superintendent's performance for the upcoming school year. The agreed-upon goals shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The evaluation format shall contain goals regarding at least the following: student achievement; community engagement; and organizational management.

No later than January 31 of each year of this Contract, the Board and the Superintendent shall meet to discuss and review the Superintendent's progress in meeting the agreed-upon goals.

No later than July 1 of each year of this Contract, the Superintendent, prior to her evaluation, shall provide the Board a written self-appraisal of her accomplishments and progress toward meeting the agreed-upon goals. After the Board receives the Superintendent's self-appraisal, the Board and the Superintendent shall meet no later than August 1 of each year of this Contract to discuss the Superintendent's self-appraisal and the Board's evaluation of the Superintendent based on the agreed-upon evaluation form. This meeting shall be in executive session. Based on these discussions, the Chairman of the Board of Education shall have responsibility for completing the agreed-upon form on behalf of the Board. The evaluation will come from the Board as a whole rather than from concerns or comments of individual Board members. By August 31 of each year of this Contract, the Board shall provide the Superintendent a copy of the completed form. The Superintendent shall have the right to respond to the Board's written evaluation orally or in writing. The written evaluation documents and all related documents used in the evaluation process shall remain confidential, except as required by law.

11. PROFESSIONAL DEVELOPMENT AND PROFESSIONAL AND CIVIC ASSOCIATION.

- 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 District. Business-related out-of-pocket expenses, as provided for in the District budget, for such activities shall be borne by the District, and the Chairman of the Board of Education will receive periodic reports on these activities.
- b. The District 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 improves professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairman of the Board of Education.
- c. The Superintendent may undertake, with or without honorarium, consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations provided such activities do not interfere with the meeting of her professional responsibilities as Superintendent and are not in violation of the Code of Ethics of the City of Hartford.

12. INDEMNIFICATION.

The Superintendent shall be entitled to indemnification on the terms and conditions set forth in Connecticut General Statutes Section 10-235 as may be amended from time to time.

13. TERMINATION.

- a. This Contract may be terminated at any time upon mutual consent of the parties or with the Superintendent's death.
- b. The Superintendent may resign her employment under this Contract at any time, provided that she gives the Board prior written notice of no less than ninety (90) days.
- c. The Board may terminate this Contract and the Superintendent's employment without cause at any time provided it provides written notice of no less than ninety (90) days to the Superintendent and pays the Superintendent a severance benefit equal to the Superintendent's salary for the remaining term of this Contract and maintains the health and dental benefits provided herein for the remainder of the Contract term.

- d. The Board may terminate this Contract at any time during its term for just cause.

In the event the Board seeks to terminate the Contract for just cause, 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 the Contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which hearing shall be commenced within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the conclusion of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied upon to the Superintendent. The Board shall be entitled to present evidence at this hearing through the Chairman of the Board of Education. The Board's decision shall be based upon the evidence presented at the hearing.

The Superintendent has the option of having the hearing in executive or public session. The Superintendent shall also have the right to her own counsel, at her own expense, with full rights to confront witnesses and present evidence.

Any time limits established herein may be waived by mutual agreement of the Chairman of the Board of Education and the Superintendent, in writing.

- e. The Board may terminate this Contract due to the disability of the Superintendent on account of medical disability as shown by competent medical evidence. Under this provision, the Board shall pay the accumulated sick leave and accumulated vacation at 100% and the employer portion of the insurance premiums as set forth in this Contract for a period of six (6) months. If the Superintendent fails to submit to and produce a report of an Independent Medical Exam at the request of the Chairman of the Board of Education, if such request is reasonable based on the circumstances, this provision may be triggered without competent medical evidence.
- f. Nothing herein shall deprive the Board of the power to suspend the Superintendent from duty with pay without prejudice to the rights of the Superintendent as otherwise provided in this Contract.

14. RESIDENCY.

The Superintendent agrees to maintain residency within the City of Hartford within ninety (90) days of employment.

15. AUTHORITY OF THE SUPERINTENDENT.

The Superintendent shall have the powers and duties of the chief executive officer of the District, including those conferred upon her pursuant to the General Statutes of the State of Connecticut, the policies of the Board, and this Contract.

16. TRANSITION PROVISIONS.

The Superintendent shall be provided a one-time lump sum payment of sixteen thousand dollars (\$16,000) for relocation expenses.

17. ENTIRE CONTRACT.

The provisions of this Contract supersede all of the provisions of all prior written and oral agreements. The parties agree that this Contract represents the entire agreement between the parties in respect to the employment of the Superintendent.

18. AMENDMENT.

This Contract may be amended and/or modified at any time by mutual agreement; provided, however, that any modification and/or amendment, including any amendment to this provision, must be in writing and be executed by both parties hereto.

19. EFFECTIVE DATE.

This Contract shall be effective on July 1, 2014.

IN WITNESS, the undersigned have executed the Contract on the day and year indicated.

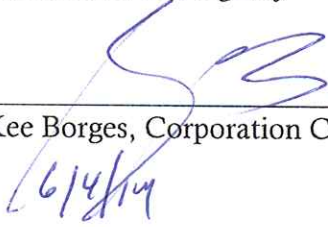


 Dr. Beth Schiavino-Narvaez Date
 Superintendent of Schools



 Richard F. Wareing Date
 Chairman of the Board of Education

Approved as to form and legality



Saundra Kee Borges, Corporation Counsel
Date

6/4/14