

GILBERT PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT and EMPLOYMENT AGREEMENT
2014/2015-2016/2017 SCHOOL YEARS

This Contract, made and entered this ____ day of March 2014 by and between Dr. Christina M. Kishimoto ("SUPERINTENDENT") Chief Executive Officer ("CEO") and the Governing Board of Gilbert Unified School District No. 41 ("District") of Maricopa County, Arizona, ("BOARD").

The BOARD and SUPERINTENDENT agree for the following consideration to these terms and conditions:

The BOARD desires to provide the SUPERINTENDENT with a written Contract in order to enhance administrative stability and continuity within the schools, which BOARD believes improves the quality of its overall education program, and

The SUPERINTENDENT desires to perform duties, functions and responsibilities of the position, and

The BOARD and SUPERINTENDENT believe that a written Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District's schools;

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration specified herein, agree as follows:

1. **TERM.**

In consideration of the promises contained herein, the BOARD employs SUPERINTENDENT and SUPERINTENDENT accepts employment as SUPERINTENDENT of schools for a three (3) year term commencing July 1, 2014 and ending June 30, 2017. The BOARD may, by specific action and with the consent of the SUPERINTENDENT, extend the termination date of the existing Contract to the full extent permitted by state law and pursuant to Arizona Revised Statutes § 15-503B.

2. **COMPENSATION.**

A. **Base Salary.** For the 2014-2017 fiscal years, the BOARD agrees to pay SUPERINTENDENT an annual base salary of TWO HUNDREDTHOUSAND DOLLARS (\$200,000.00), to be paid in bi-weekly payments. In addition, the BOARD agrees to increase SUPERINTENDENT'S base salary for each succeeding fiscal year by two percent (2 %). The Superintendent may choose to waive the salary increase depending upon budgetary limitations or restrictions impacting the District and its employees.

B. **Expense Allowance.** In addition to SUPERINTENDENT'S base salary, the BOARD agrees that reimbursement shall be allowed for other expenses incurred by or for SUPERINTENDENT. The Expense Allowance shall be capped at Five Thousand Dollars (\$5,000) per contract year, unless otherwise modified by the agreement of the BOARD and SUPERINTENDENT. Expenses incurred under

this provision shall be normal and customary business expenses as recognized by the Internal Revenue Service.

C. Automobile Entitlement. The SUPERINTENDENT shall be required as a condition of employment to have an automobile for daily use in the discharge of duties required to be performed under this Contract. The BOARD, in addition to SUPERINTENDENT'S base salary, agrees to provide the SUPERINTENDENT an annual automobile allowance of SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600) to be paid at a rate of \$550.00 each month for each contract year through JUNE 30, 2017.

D. Administrative Benefits. The SUPERINTENDENT shall be entitled to as many days for vacation, illness benefits and leaves and personal days as other twelve (12) month administrative employees receive, but in no event shall the SUPERINTENDENT receive less than twenty-four (24) vacation days, exclusive of legal holidays as defined by Board policy, sixteen (16) days for illness benefits and leaves and ten (10) days of personal leave. The SUPERINTENDENT shall be entitled to have unused vacation and personal leave paid for at her then-current daily rate of pay. The SUPERINTENDENT shall submit a claim for payment of any unused vacation and personal leave days within three months after the end of each fiscal year. The SUPERINTENDENT shall receive healthcare insurance for herself and her family on the same terms as other twelve (12) month administrative employees. The SUPERINTENDENT shall be entitled to all other benefits applicable to twelve (12) month administrative employees, unless this Contract provides differently.

E. Professional Growth. The BOARD shall, during the term of this Agreement, maintain memberships for or on behalf of the SUPERINTENDENT in the American Association of School Administrators (AASA), and the Arizona School Administrators (ASA) and such other educational and professional organizations as SUPERINTENDENT and the BOARD mutually agree are appropriate and will benefit the District. Because the BOARD and SUPERINTENDENT agree that a focused program of professional growth is essential to the performance of SUPERINTENDENT'S duties herein, SUPERINTENDENT shall take advantage of such seminars, educational, and professional growth opportunities as the BOARD and SUPERINTENDENT mutually agree will benefit the District. Membership fees and reasonable costs of participation (as pre-approved by the BOARD) shall be borne by the District. Professional Growth expenses shall be capped at Three Thousand Dollars (\$3,000), unless otherwise approved by the BOARD.

F. Annuity. In addition to the Base Salary contained in paragraph 2.A above, the BOARD will provide a Tax Sheltered Annuity in the name of SUPERINTENDENT annually in two equal installments; one (1) on July 1 for \$10,000 and one (1) on January 1 for \$10,000. Regardless of any other provision of this Contract, SUPERINTENDENT must be an active employee in good standing with the District on the respective installment date.

G. Life Insurance. The BOARD agrees that it will pay, either directly or through an expense reimbursement, for a \$500,000.00 basic term life insurance policy currently owned by the SUPERINTENDENT, or a new term life insurance policy that provides the same coverage, during the

course of this Contract. The rates to be paid will be the standard rates currently being paid by the SUPERINTENDENT for the term insurance policy. Should there be supplemental fees beyond the standard rate for a \$500,000.00 term policy those will be paid by SUPERINTENDENT.

H. Disability Insurance. The BOARD shall furnish, at District's expense, a disability insurance policy to provide short-term disability income protection to SUPERINTENDENT in the event of a qualifying disability. The policy shall provide coverage commencing not more than thirty (30) days after inception of the disability, and shall cover a minimum of 75% of the SUPERINTENDENT'S salary then in effect, during the disability, continuing until the Arizona state disability program begins to pay benefits to the SUPERINTENDENT.

I. Civic Responsibility Expense. The BOARD recognizes that there are civic obligations and responsibilities inherent in the performance of the duties of SUPERINTENDENT. Because the BOARD expects and encourages SUPERINTENDENT to establish business, professional, and social contacts in the community to help build and continue community support for the District, SUPERINTENDENT shall receive Three Thousand Dollars (\$3,000) annually for these civic responsibilities.

J. Moving Expense. To defray the expenses that will be incurred by the SUPERINTENDENT to move herself and her family from Connecticut to Arizona, the SUPERINTENDENT shall receive a one-time payment of fifteen thousand dollars (\$15,000) no later than August 1, 2014.

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

A. Organization and Duties.

The SUPERINTENDENT shall serve as the District's Chief Executive Officer and shall devote full time to performing services on behalf of the District and shall organize the administration of the District under the direction of the BOARD. She shall direct and assign teachers and other administrative and classified employees of the District under her supervision; shall, in accordance with District policy, organize, reorganize, and arrange the staffing patterns as best serves the District; shall select and supervise and recommend for termination, if necessary in her judgment, all personnel subject to the approval of the BOARD; shall, from time to time, suggest regulations, rules and procedures deemed necessary for the operation of the District, and in general perform all duties incident to the Office of the SUPERINTENDENT and such other duties as required by BOARD policy and the SUPERINTENDENT Job Description, and as may be prescribed by the BOARD from time to time.

The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall have the right to attend all BOARD regular and special meetings, except when requested not to attend by the BOARD, and all BOARD and citizen committee meetings, serve as an ex-officio member of all School District or BOARD committees and provide administrative recommendations on each item of business.

B. Communication. The SUPERINTENDENT shall be responsible for accurate and timely communication with the BOARD regarding issues impacting or affecting the District.

4. ANNUAL EVALUATION.

With a goal of improving communication between the BOARD and SUPERINTENDENT and to assure the delivery of quality educational services, the BOARD shall evaluate and assess the performance of the SUPERINTENDENT at least once a year during the term of this Contract. The evaluation and assessment shall be reasonably related to the Job Description and the BOARD and District policy describing the responsibilities and duties of the SUPERINTENDENT and the goals and objectives of the District for the evaluation period. The evaluation criteria shall be consistent with the criteria for performance pay pursuant to section 5 of this Agreement. The evaluation and assessment shall take place in executive session.

The only record of the SUPERINTENDENT's evaluations and assessments shall be in the minutes of the executive sessions. In the event the BOARD determines that the performance of SUPERINTENDENT is unsatisfactory in any respect, it shall describe in the minutes, in reasonable detail, specific instances of the unsatisfactory performance, and the minutes shall include all recommendations by the BOARD as to areas of improvement. The SUPERINTENDENT shall be given an opportunity to discuss all evaluations and assessments with the Board in executive session.

5. PERFORMANCE PAY

Whereas SUPERINTENDENT performance pay is required under A.R.S. § 15-341(A)(40), SUPERINTENDENT may earn performance-based compensation upon successful completion of certain goals and criteria to be determined through mutual agreement by SUPERINTENDENT and the BOARD by October 1 of each contract year. The BOARD shall adopt an alternate procedure for determining performance pay, as permitted by A.R.S. § 15-341(40). The maximum amount of performance-based compensation that may be earned in any fiscal year is \$10,000.00 or five percent (5%) of the initial base salary. The performance-based pay amount shall be payable only if and to the extent that the superintendent satisfies the criteria for an award of performance pay based upon performance, student achievement, and achievement of district goals beyond those efforts expected in the annual performance evaluation and in compliance with A.R.S. § 15-341(A)(40). The BOARD and the SUPERINTENDENT shall agree on performance pay criteria, which shall consist of up to ten (10) performance measures, by October 1, 2014, and by August 1st of each succeeding year of the contract.

Performance pay, if any, will be earned upon a determination by a majority vote of the BOARD that the SUPERINTENDENT has made satisfactory progress toward achievement of the performance goals and benchmarks. Performance pay, if earned, will not become a part of the annual base salary.

6. TERMINATION OF CONTRACT.

This Contract may be terminated by:

A. Mutual Agreement. The BOARD and SUPERINTENDENT may agree to terminate this Contract by mutual agreement and on negotiated terms.

B. Discharge for Cause. The SUPERINTENDENT may be discharged for just cause. Cause shall include, but not be limited to, conduct that is seriously prejudicial to the District, including a serious violation of the Job Description or District or BOARD policies, procedures and regulations, insubordination, gross negligence in the performance of material duties, SUPERINTENDENT'S willful dishonesty, fraud or misconduct, material breach of this Contract by SUPERINTENDENT, issues involving moral turpitude, issues which constitute a crime or any other behavior that would jeopardize the reputation of the District. Discharge for cause does not include mere mistakes of judgment which do not seriously impact SUPERINTENDENT'S ability to conduct the affairs of the District.

The SUPERINTENDENT shall be provided with a written notice that sets forth the allegations regarding the cause for dismissal so that SUPERINTENDENT shall be able to prepare a response. SUPERINTENDENT shall be entitled to appear before the BOARD. A hearing before an agreed upon hearing officer will be held to determine if just cause exists to terminate this Contract. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear her own costs and expenses related to that representation. The hearing shall be conducted in Executive Session or, at the option of SUPERINTENDENT, in an open and public setting.

The evaluation procedures set forth in this Contract must be followed prior to any discharge for cause related to alleged performance deficiencies. The BOARD may, in its discretion, suspend SUPERINTENDENT from her duties with pay, including all benefits, upon providing notice of intent to terminate this Contract. In the event the BOARD offers to terminate the Contract by paying SUPERINTENDENT the amount specified in section 6.C. below, the requirements for a hearing before the BOARD shall be waived by the SUPERINTENDENT. If the BOARD, after hearing, determines that just cause exists then the Contract is terminated as of the date of the decision and SUPERINTENDENT is entitled to no further benefits under the Contract except for those required by law or otherwise accrued or earned. No additional base salary, performance pay or annuity will be paid. Only expenses incurred prior to the termination of the Contract under Section 6(B) will be reimbursed.

C. Unilateral Termination by the Board. Upon 60 days' notice, the BOARD may, without cause, unilaterally terminate the SUPERINTENDENT'S Contract. In the event of such actual unilateral termination by the BOARD, the BOARD shall pay to the SUPERINTENDENT, as severance pay, all of the aggregate salary and benefits SUPERINTENDENT would have earned or been entitled to under this Contract from the date of termination to the normal expiration date of this Contract, with the exception of the automobile allowance and unearned vacation and sick leave days.

D. Death or disability which prevents the SUPERINTENDENT from performing her obligations under this Contract, Job Description or the BOARD or District policy. No additional base salary, performance pay or annuity will be paid. Only expenses incurred prior to the termination of the Contract under Section 6(D) will be reimbursed.

7. **INDEMNIFICATION.**

The BOARD shall defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in her individual capacity or in her official capacity as agent and employee of the BOARD providing the incident arose while the SUPERINTENDENT was acting within the scope of her employment. This indemnification shall extend to a period of six years beyond the termination date of this contract. If a conflict exists in the defense of such claims between the legal position of SUPERINTENDENT and the legal position of the BOARD, the BOARD shall indemnify SUPERINTENDENT for legal defense costs and attorney fees as permitted by state law.

8. **SAVINGS AND SEVERABILITY.**

If, during the term of this Contract, it is found by a court of competent jurisdiction that a specific clause of the Contract is illegal or in violation of federal or state law, the remainder of the Contract can be severed and not affected by such a ruling shall remain in force.

9. **ENTIRE AGREEMENT.** Unless required by Arizona State Statutes, this Contract constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, either written or oral.

10. **AMENDMENT.** This Contract may be amended only by written agreement of the parties and approval of the BOARD.

11. **NOTICES.** All notices permitted or required under this Contract shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the last known address of the BOARD or SUPERINTENDENT.

12. **NO WAIVER OF RIGHTS.** A failure or delay in exercising any right, power or privilege in respect of this Contract will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege.

13. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. **GOVERNING LAW.**

This Contract shall be governed by the laws of the State of Arizona. Proper venue for any dispute related to this Contract is Maricopa County, Arizona.

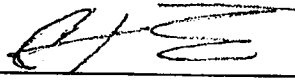
IN WITNESS HEREOF, the parties hereto have made and entered into this Contract as of March ____, 2014 and is effective as of JULY 1, 2014. The parties acknowledge that this Contract can only become effective after formal approval of the BOARD.

GOVERNING BOARD
GILBERT UNIFIED SCHOOL DISTRICT
NO. 41

SUPERINTENDENT (CEO)
Dr. Christina M. Kishimoto



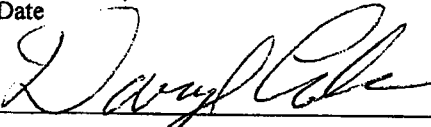
Staci Burk, Governing Board President




Christina M. Kishimoto

3-4-14
Date

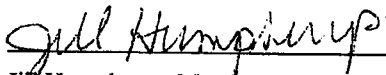
March 14, 2014
Date




Daryl Colvin, Clerk
3/4/14
Date



Julie Smith, Member
3/4/14
Date



Jill Humpherys, Member
3/4/14
Date



Lily Tram, Member
3/4/14
Date

**GILBERT PUBLIC SCHOOLS
SUPERINTENDENT'S CONSULTING AGREEMENT**

This Contract, made and entered this 4 day of March 2014 by and between Dr. Christina M. Kishimoto ("CONSULTANT") and the Governing Board of Gilbert Unified School District No. 41 ("District") of Maricopa County, Arizona, ("BOARD").

The BOARD and CONSULTANT agree for the following consideration to these terms and conditions:

The CONSULTANT desires to perform certain duties, functions and responsibilities in preparation for the start of her employment with the District on July 1, 2014, and

The BOARD and CONSULTANT believe that a written Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them;

NOW, THEREFORE, the BOARD and CONSULTANT, for the consideration specified herein, agree as follows:

1. TERM.

The BOARD and CONSULTANT enter into this Contract for a limited term commencing on the date of execution and ending June 30, 2014.

2. COMPENSATION.

A. Base Pay. The BOARD agrees to pay CONSULTANT on a per diem basis for all work performed in furtherance of this Contract and the Superintendent Contract with an effective date of July 1, 2014. CONSULTANT will receive payment in an amount equal to the daily rate of the Base Salary contained in the Superintendent Contract with an effective date of July 1, 2014 minus any necessary withholdings. CONSULTANT agrees to record the date of every day which she performed work pursuant to this Contract and submit a detailed explanation of work performed on that date to the District within ten (10) business days of completion of the work. The parties agree that all amounts owed will be considered deferred compensation and paid to CONSULTANT before July 31, 2014.

B. Expense Allowance. In addition to CONSULTANT'S Base Pay, the BOARD agrees that reimbursement shall be allowed expenses incurred by or for CONSULTANT in completing performance under this Contract. The Expense Allowance specifically includes travel and accommodation expenses necessary and reasonable for the performance of this Contract limited, without further approval by the Board, for up to five (5) trips to Arizona. CONSULTANT agrees to submit receipts and other evidence of expenses in performance of this Contract within ten (10) business days after the expense is incurred. Expenses incurred under this provision shall be normal and customary business expenses as recognized by the Internal Revenue Service.

C. Administrative/Insurance Benefits. The CONSULTANT agrees and understands that she is not entitled to any benefits or insurance of any kind under this Contract.

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

A. Organization and Duties.

This is not an exclusive contract and CONSULTANT is free to serve and perform work for any other employer or entity. While serving as a CONSULTANT it is anticipated that CONSULTANT will meet with, among others, members of the BOARD, members of the community, and District employees. It is further anticipate that CONSULTANT will engage in activity that will be in furtherance of the Superintendent Contract, including analysis, interviewing and recommendations related to District staffing needs, review and recommendations related to District budget issues.

4. **TERMINATION OF CONTRACT.**

This Contract may be terminated by:

A. **Mutual Agreement.** The BOARD and CONSULTANT may agree to terminate this Contract by mutual agreement and on negotiated terms.

B. **Termination by the Board.** If for any reason the Superintendent Contract entered into between the BOARD and the CONSULTANT is terminated prior to July 1, 2014, the parties agree that this Contract shall also terminate immediately without further recourse or obligation by either side.

5. **SAVINGS AND SEVERABILITY.**

If, during the term of this Contract, it is found by a court of competent jurisdiction that a specific clause of the Contract is illegal or in violation of federal or state law, the remainder of the Contract can be severed and not affected by such a ruling shall remain in force.

6. **ENTIRE AGREEMENT.** Unless required by Arizona State Statutes, this Contract constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, either written or oral.

7. **AMENDMENT.** This Contract may be amended only by written agreement of the parties and approval of the BOARD.

8. **NOTICES.** All notices permitted or required under this Contract shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the last known address of the BOARD or CONSULTANT.

9. **NO WAIVER OF RIGHTS.** A failure or delay in exercising any right, power or privilege in respect of this Contract will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege.

10. **COUNTERPARTS.** This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11. **GOVERNING LAW.**

This Contract shall be governed by the laws of the State of Arizona. Proper venue for any dispute related to this Contract is Maricopa County, Arizona.

IN WITNESS HEREOF, the parties hereto have made and entered into this Contract as of March ____, 2014 and is effective until June 30, 2014. The parties acknowledge that this Contract can only become effective after formal approval of the BOARD.

GOVERNING BOARD
GILBERT UNIFIED SCHOOL DISTRICT
NO. 41


CONSULTANT



Governing Board President

March 4, 2014

Date



Dr. Christina M. Kishimoto

March 4, 2014

Date

Firmwide:125689270.1 999999.2064