

I.
J.

COMMITTEE ON EDUCATION
REFERRED TO SPECIAL
FIRST READING
IN CITY COUNCIL

CLERK

Privileged & Confidential

Attorney Work Product

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of July 1, 2012, is entered into by and between the School Board of the City of Providence (the "School Board") and Susan Follett Lusi.

WHEREAS, pursuant to its authority under § 16-2-9(12) of the Rhode Island General Laws, as amended, and Article VII, Section 706 of the Charter of the City of Providence (the "Charter"), the School Board desires to employ Susan Follett Lusi as Superintendent of the Providence public schools, upon the terms and conditions set forth below; and

WHEREAS, Susan Follett Lusi desires to accept such employment, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. TERM

The School Board employs Susan Follett Lusi, and Susan Follett Lusi accepts such employment, as the superintendent of schools (the "Superintendent") for a term of three years, commencing on August 1, 2012 and, unless earlier terminated pursuant to Section 12, ending on July 31, 2015. On August 1, 2014, the term of this Agreement shall be extended for an additional year (August 1, 2015 through July 31, 2016) unless the Board, prior to January 31, 2015, votes not to extend this Agreement.

2. CERTIFICATION

At all times during the term of this Agreement, the Superintendent shall maintain and furnish a certificate of qualification issued pursuant to state law enabling the Superintendent to be employed as, and perform the duties of, the Superintendent of the public schools.

3. EMPLOYMENT

A. Duties

Pursuant to the Charter, the Superintendent shall be: (i) the chief administrative agent of the School Board; and (ii) the chief executive officer, chief educational leader, and administrative manager of the school department of the City of Providence (the "School

IN CITY COUNCIL
JUL 9 2013
READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
[Signature] CLERK
ACTING

L.

M.

Department"). In general, the Superintendent shall, under the direction of the School Board, have the care and supervision of the public schools and shall perform all duties and functions of the office of the superintendent of schools, as prescribed by state law, this Agreement, and School Board policy. The Superintendent's duties and functions include, but are not limited to, those duties set forth in Rhode Island General Laws § 16-2-11, as amended and in effect from time to time. Specifically, it shall be the duty of the Superintendent to:

- (i) be in charge of the administration of the School Department under the policy direction of the School Board;
- (ii) carry out the administration and supervision of the School Department, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to effect changes in the School Department;
- (iii) direct, assign, and transfer teachers, principals, and other employees under her supervision;
- (iv) organize, reorganize, and arrange administrative and supervisory staff, including instruction and business affairs, as best serves the School Department;
- (v) select, assign and transfer personnel;
- (vi) suggest policy deemed necessary for the School Department and reasonably interpret policies, regulations, rules and procedures;
- (vii) direct the financial planning of the School Department, including the preparation of the annual budget and the submission of the budget to the School Board for review and approval;
- (viii) make administrative recommendations on items of business considered by the School Board as the Superintendent deems necessary for the efficient and effective operation of the School Department;
- (ix) act as the liaison between the School Department and the community and direct a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community;
- (x) attend School Board meetings and School Board committee meetings;
- (xi) establish and implement a process, including a means and time parameters, for keeping the School Board up-to-date on developments, initiatives and issues in the School Department;

(xii) maintain current knowledge about educational trends and developments by participating in professional development and professional organizations at the local, state and national levels; and

(xiii) work cooperatively with the Mayor.

B. Commitment.

The Superintendent shall devote her full time, effort, and attention to the performance of her duties as Superintendent for the School Department, except as otherwise permitted under this agreement.

C. Collective Bargaining.

Pursuant to Rhode Island General Laws § 16-2-9(a)(18), the power and duty to enter into collective bargaining agreements is vested in the Mayor of the City of Providence, and from time to time, the Mayor may designate the Superintendent to negotiate collective bargaining agreements. Notwithstanding any such designation by the Mayor of the City of Providence and/or the provisions of such statute, the Superintendent shall not: (i) act on behalf of the School Board except pursuant to the terms and conditions of this Agreement and/or unless specifically authorized to act by the School Board; or (ii) execute or sign any collective bargaining agreement with any labor organization without the prior consent of the School Board.

4. NO REASSIGNMENT

The School Board will not reassign the Superintendent to any other position within the School Department without her express consent.

5. BOARD/SUPERINTENDENT COMMUNICATIONS

A. Procedures

Not later than February 1, 2013, the School Board and the Superintendent shall meet to discuss and develop the procedures for communications between the School Board and the Superintendent, and not later than August 31 of each year during the term of this Agreement, the School Board and the Superintendent shall meet to discuss their working relationship and communications.

B. Comments and Recommendations

The School Board, individually and collectively, shall refer promptly to the Superintendent for her study and recommendation any and all inquiries, criticisms, complaints, suggestions, comments or other communications that come to the School Board's attention for review, investigation and/or recommendation. Individual members of the School Board will not give direction to the Superintendent regarding the management of the School Department unless acting on behalf of the School Board.

6. ANNUAL BASE SALARY

For the 2012-13 school year, the Superintendent shall be paid a base salary at the annual rate of \$190,000.00, less an amount equal to her per diem base salary for any furlough days agreed to by the Superintendent. On July 1, 2013, the Superintendent shall receive an increase in her base annual salary consistent with the increase paid the Providence Teachers Union for the 2012-2013 school year. For subsequent years of this Agreement, the Superintendent shall be paid an annual base salary of \$195,700. In no event shall the Superintendent's base salary for any 12 month period of employment be less than the amount of base salary received by her during the preceding 12 month period. The Superintendent shall be paid in accordance with the payroll procedures adopted by the School Department from time to time for its full-time administrative employees. This Agreement does not prohibit third-party sources from providing additional compensation to the Superintendent for the performance of her duties required under this Agreement.

7. PERFORMANCE COMPENSATION

Beginning July 1, 2014 and each year thereafter, the Superintendent shall be eligible to earn performance compensation in an amount up to ten (10%) percent of her then annual base salary. By August 1 of each year of this Agreement, the School Board shall determine, after discussion with the Superintendent, the reasonable, measurable and objective goals for the Superintendent to achieve in order to be eligible for such performance compensation. The School Board shall determine whether the Superintendent shall have achieved such goals not later than June 30 of each year during the term of this Agreement, commencing June 30, 2014. Performance compensation payments shall be made within 60 days after the year for which such performance compensation may be awarded. Performance compensation payments payable under this Section 7 may be paid from third-party sources. The Superintendent shall be evaluated in accordance with the School Board Policy CBI, which is attached as Exhibit 1.

8. BENEFITS

A. Available Benefits

During the term of this Agreement, the Superintendent: (i) is entitled to all benefits that full-time administrative School Department employees receive; and in addition (ii) shall receive the benefits listed in this Section 8.

B. Health and Related Benefits

The Superintendent, and, to the extent eligible, members of the Superintendent's family, shall be entitled to: (i) select medical coverage under policies generally available to regularly appointed full-time administrative School Department employees; and (ii) participate in any dental, vision, and prescription drug benefit plans generally available to regularly appointed full-time administrative School Department employees.

C. Retirement Benefits

The Superintendent shall be entitled to receive retirement benefits generally available to regularly appointed full-time certified School Department employees.

D. Sick Leave and Personal Leave

The Superintendent shall be entitled to sick leave and personal leave under terms and conditions as are generally available to regularly appointed full-time administrative School Department employees.

E. Vacation

In addition to School Board-approved holidays, the Superintendent shall be entitled to 30 vacation days per year under terms and conditions as are generally available to regularly appointed full-time administrative School Department employees. The Superintendent may carry forward up to 25 days of unused vacation from each fiscal year of this Agreement. Unused vacation that is carried forward from different years may be accumulated. At termination of employment, the Superintendent shall be paid the full amount for all accrued vacation up to a maximum of 60 days.

F. Automobile Expense Allowance

The School Board shall pay the Superintendent \$400 per month as an automobile expense allowance during the term of this Agreement. This payment shall be in lieu of reimbursement for automobile-related expenses incurred by the Superintendent in the course of discharging the Superintendent's duties as superintendent of the public schools, and shall be made in addition to any salary or other expenses provided for in this Agreement.

G. Business Expenses

The School Board shall reimburse the Superintendent for all reasonable and usual expenses incurred by the Superintendent in the course of discharging the Superintendent's duties as superintendent of the public schools. Each request for reimbursement of expenses must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense, in addition to any other supporting documentation required by the policies of the School Board in effect from time to time.

H. Professional Development

To further the Superintendent's professional development, the School Board shall pay the cost of membership in the American Association of School Administrators and other such organizations that the Superintendent reasonably deems necessary for her professional development. In addition, upon prior approval of the School Board President, the Superintendent may attend professional meetings, programs, seminars and courses that the Superintendent demonstrates will benefit student learning in the public schools, and the Superintendent shall not be required to take vacation or personal leave to attend these professional meetings, programs, seminars or courses. The School Board shall reimburse the

Superintendent for all reasonable and usual expenses connected with attendance at such professional meetings, programs, seminars and courses. Each request for reimbursement must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense, in addition to any supporting documentation required by the policies of the School Board in effect from time to time..

I. Professional Activities

The Superintendent also may undertake consulting, speaking, teaching, and writing professional activities with or without compensation, provided such professional activities do not materially interfere with the Superintendent's full-time duties as Superintendent of the public schools. Any such professional activities that require the Superintendent to be absent from her responsibilities at the School Department for more than two consecutive working days shall require the prior approval of the School Board President. In the event that such professional activities do not directly benefit the School Department, the Superintendent shall use vacation time for such activities, and the Superintendent shall not utilize any School Department resources for such activities without the express approval of the School Board President.

J. Technology Support

The School Board shall provide the Superintendent with the technology and associated monthly expenses necessary for the Superintendent to carry out her duties pursuant to this Agreement.

K. Life Insurance

The School Board shall provide the Superintendent with a \$400,000 term life insurance policy (provided, however, that the Superintendent is insurable at standard rates).

9. MEDICAL EXAMINATION

The Superintendent shall submit to a comprehensive medical examination by a physician licensed in the State of Rhode Island of the Superintendent's choice upon the request of the Board and at the expense of the School Board. The examining physician shall submit a "fitness for duty" statement to the School Board President stating, in his or her medical opinion, whether the Superintendent is fit to perform the duties of the Superintendent, and to the fullest extent required by law, such statement shall be treated as confidential.

10. PROFESSIONAL LIABILITY

A. Indemnification

The School Board shall indemnify, defend, and hold harmless the Superintendent in accordance with Rhode Island General Laws § 9-1-31(a) from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or suit for actions resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including

but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless, malicious, or grossly negligent, as determined by a court of competent jurisdiction, provided the Superintendent, at the time of the acts resulting in the injury, death, damages, or destruction, was acting in the discharge of her duties or within the scope of her employment or under the direction of the School Board or the board of regents; provided, however, that in no case shall individual School Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings.

B. Duty to Cooperate

The Superintendent shall cooperate with the School Board and its authorized representatives in the handling and defense of matters indemnified, defended, or held harmless, under Section 10.A., both during and after the term of this Agreement. In the event that the Superintendent's cooperation is required or requested after the term of this Agreement, the School Board shall reimburse, upon presentation of written receipts and any other supporting documentation required by the policies of the School Board in effect from time to time, the Superintendent for the reasonable costs and expenses, including per diem costs and expenses, reasonably connected to such cooperation; provided, however, that the Superintendent shall not be entitled to any reimbursement if a claim has been made against the Superintendent in the Superintendent's individual capacity.

C. Legal Counsel

In such case as the School Board has agreed to indemnify, defend, hold harmless the Superintendent, legal counsel for the School Board, and/or its members, shall serve as legal counsel for the Superintendent; provided, however, that in the event of a conflict of interest, as determined by such legal counsel with input from the Superintendent, the Superintendent may engage legal counsel of the Superintendent's choice, who is licensed to practice law in the State of Rhode Island, in which event the School Board shall indemnify and hold harmless the Superintendent for the reasonable and necessary costs of her legal defense, in each case as permitted by state law.

11. EVALUATION

The Superintendent shall be evaluated in accordance with the School Board Policy CBI, which is attached as Exhibit 1.

12. TERMINATION

This Agreement and the Superintendent's employment hereunder may be terminated as set forth in this Section 12.

A. Termination by School Board for Cause

The School Board may terminate this Agreement for cause, where "cause" means any one of the following: (i) conviction of or a plea agreement involving a felony charge; (ii) repeated or ongoing violations, or any willful violation, of law, this Agreement or School Board policy

or policies; (iii) repeated neglect of duties; and/or (iv) failure to improve after notice of a negative evaluation by the School Board. For purposes of this Section 12, an act, or failure to act, shall be considered "willful" if the School Board determines that the act or failure to act was done, or not done, with knowledge that it was in violation of law, this Agreement or School Board policy, or without reasonable belief that the act or omission was done in the best interests of the School Department. In the event that the School Board discharges the Superintendent for cause, it shall be done in accordance with the procedures set forth in Section 13.

B. Termination by School Board without Cause

The School Board may, at its option, unilaterally terminate this Agreement by giving the Superintendent written notice at least 60 days in advance of the effective date of termination. In the event of such unilateral termination, the Superintendent shall receive, for a period of 12 months (or such lesser period as shall remain during the term of this Agreement) from and after the effective date of termination, severance benefits equal to her: (i) salary as set forth in Section 6 of this Agreement; and (ii) benefits as set forth in Section 8 of this Agreement. In consideration of the terms and conditions of this Section 12.B., the School Board and the Superintendent will each execute and deliver to each other mutual general releases effective the date of termination. Such severance payments shall be paid in accordance with the payroll procedures adopted by the School Department from time to time for its full-time administrative employees.

C. Termination by Superintendent without Cause

In the event the Superintendent desires to terminate this Agreement, the Superintendent shall give the School Board at least 60 days prior written notice of such intended termination. Such termination shall be effective at the date provided in such notification.

D. Termination upon Disability

In the event that the Superintendent is, or will be, unable to perform the Superintendent's duties, with or without accommodations, for a period of at least six months due to illness, physical incapacity and/or mental incapacity, the School Board may terminate this Agreement effective upon the Superintendent's exhaustion of accrued sick leave, personal and vacation time; provided that in such an event the School Board shall pay the cost of the Superintendent's individual health insurance coverage for a period of six months after the Superintendent's exhaustion of accrued sick leave and vacation time. The inability of the Superintendent to perform the Superintendent's duties due to illness, physical incapacity and/or mental incapacity, and the duration of such inability, must be demonstrated by the Superintendent with competent medical documentation certified to the School Board by two physicians licensed in the State of Rhode Island specializing in the area of medicine that resulted in the incapacitation.

E. Noncompliance with State Law

This Agreement shall terminate immediately upon the Superintendent's noncompliance with any provisions of state law that relate to the Superintendent's qualifications for holding the

position of Superintendent of public schools.

F. Retirement of the Superintendent

In the event the Superintendent intends to retire during the term of this Agreement, the Superintendent shall notify the School Board at least 60 days prior to the date of retirement. This Agreement shall terminate upon such retirement.

G. Death of the Superintendent

This Agreement shall terminate immediately upon the death of the Superintendent, and her estate shall be entitled to any salary and benefits, including terminal benefits pursuant to Section 12.I, due and owing to the Superintendent at the time of her death.

H. Mutual Agreement of the Parties

This Agreement may be terminated by written agreement of the parties, effective as of the date provided in such writing.

I. Terminal Benefits Defined

"Terminal Benefits" means vacation time accrued and payable under Section 8, under any applicable benefit plan, in each case only to the extent such payments are required under state law and this Agreement, and other payments required to be made under state law upon termination of a written employment contract.

J. Effect of Termination

Immediately upon the effective date of the termination of this Agreement, all obligations of the School Board to the Superintendent cease; provided that the School Board shall pay to the Superintendent, at the next ordinary pay period, any unpaid salary earned as at the time of such termination, and Terminal Benefits, if owed, less, by way of set off, any amounts owed by the Superintendent at the time of such payment.

13. PROCEDURE UPON TERMINATION OF SUPERINTENDENT FOR CAUSE

A. Notice and Hearing Request

In the event the School Board proposes to terminate this Agreement for cause, it shall notify the Superintendent in writing of the proposed termination, including a reasonably complete and detailed statement of the reasons therefor. The Superintendent shall notify the School Board in writing (a "Hearing Request") not later than 15 business days from the date of the School Board's written notice if the Superintendent desires to contest such termination for cause. If no such Hearing Request is timely received, this Agreement shall terminate at the end of such 15-day period. Within a reasonable time after receipt of a Hearing Request, the School Board shall notify the Superintendent of the date and place of a hearing to be conducted as set forth below. The Superintendent shall be entitled to have this hearing not less than 30 days and no more than 60 days from the date the Hearing Request is received.

B. Conduct of Hearing

The hearing shall be conducted as set forth in this Section 13.B.

(1) The School Board shall, within 14 days of the scheduled hearing, provide to the Superintendent: (i) a copy of each document intended to be used in support of each alleged reason for termination; and (ii) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description of the matters about which each such witness is expected to testify.

(2) The Superintendent shall, within 7 days of the scheduled hearing, provide to the School Board: (i) a copy of each document intended to be used in defense of each alleged reason for termination; and (ii) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description of the matters about which each such witness is expected to testify.

(3) The hearing will be held before the entire School Board.

(4) The hearing, and all discussions relating thereto, shall be held in closed session. The Superintendent hereby acknowledges receipt of notice of the Superintendent's right to have such hearing held in open session and expressly waives any and all rights to have this hearing conducted in open session pursuant to the Rhode Island Open Meetings Act as in effect from time to time. The Superintendent shall be entitled to legal counsel chosen and paid for by the Superintendent, and shall have the right to cross examine any adverse witnesses and present any witness or documentary evidence to which the School Board has received notice in accordance with this Section 13.

(5) The School Board and the Superintendent shall each have: (i) fifteen minutes in which to make an opening statement; (ii) two hours in which to present evidence to the School Board, including cross-examination; and (iii) fifteen minutes in which to make a closing statement. The School Board may, but is not required to, extend the evidentiary portion of the hearing upon request of either party. In no event, however, shall either party be required to accept less time to present that party's case, including cross examination, than that given to the other party.

(6) The School Board shall have the burden of proof, by a preponderance of the evidence, to establish cause for the proposed termination, including, if applicable, a "willful" act or omission on the part of the Superintendent.

(7) The Rhode Island Rules of Civil Procedure and Rules of Evidence shall not apply to the hearing, but shall serve as guidelines. All evidentiary issues shall be resolved by the President of the School Board, with or without consultation with special counsel.

(8) Upon the conclusion of the hearing, the School Board, including its special counsel, shall retire to discuss whether the Superintendent should be disciplined, terminated, or retained.

(9) Any School Board vote to terminate the Superintendent for cause must be supported by the majority of the members of the School Board then-serving. Any other vote taken as a result of the hearing may be made by a majority of the quorum of the School Board attending the hearing.

(10) Should the School Board vote to terminate this Agreement for cause, such termination will be effective immediately.

(11) Should the School Board vote to terminate this Agreement for cause, the School Board shall provide the Superintendent with a reasonably complete and detailed statement of the reasons therefor.

(12) The Superintendent shall retain the right to appeal a decision to terminate this Agreement for cause in accordance with state law.

14. NOTICES

All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the School Board:

- (a) President
Providence School Board
797 Westminster Street
Providence, RI 02903
PERSONAL AND CONFIDENTIAL
- (b) With a copy (which shall not constitute notice) to, unless such copy requirement is waived by the President of the School Board:

City Solicitor
444 Westminster Street, Suite 220
Providence, RI 02903
Fax: (401) 680-5520
- (c) If to the Superintendent:

Susan Follett Lusi, at the address then on file with the School Department's Office of Human Resources.

Each party may designate in compliance with this Section 14 a new address to which any notice, demand, request or communication may thereafter be so given, served or sent to such party. Each notice, demand, request, or communication which shall be hand delivered, sent, or mailed, in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or at such time as delivery is refused by the addressee or the addressee's agent upon presentation.

15. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

16. ASSIGNMENT

The rights and obligations of the Superintendent are personal in nature and shall not be assignable or delegable, and any such purported assignment or delegation shall be deemed null and void.

17. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES

Subject to any provisions hereof restricting assignment and those requiring City Council approval, this Agreement shall be binding upon the parties hereto upon ratification by the School Board in accordance with the provisions of state law and School Board policy and shall inure to the benefit of the School Board, its successors and assigns, and the Superintendent, and her heirs and legal representatives. Except for the claims by the Superintendent's heirs or legal representatives, and the School Board's successors and assigns, there are no third party beneficiaries to this Agreement; and "parties" or "party" as those terms are used herein are limited to the parties signatory to this Agreement.

18. AMENDMENT; MODIFICATION; WAIVER

This Agreement, and the terms hereof, shall not be deemed amended, altered, or modified, and no additional terms added, except by a written agreement specifically identified as an amendment to this Agreement and signed by the parties. Neither the waiver by either of the parties hereto of a breach of or a default under any provision of this Agreement, nor the failure of either party, on one or more occasions, to enforce any provision of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

19. HEADINGS

Section and subsection headings contained in this Agreement are inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

20. GOVERNING LAW

This Agreement, the rights and obligations of the parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Rhode Island (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

21. FORUM SELECTION CLAUSE

The parties agree that any dispute or claims relating to the rights and obligations of either party shall be brought in the Providence County Superior Court and the Superintendent expressly consents to the jurisdiction and venue of such court.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties respecting the employment, duties and responsibilities of the Superintendent, there being no representations, warranties or commitments except as set forth in this Agreement.

23. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

24. CITY COUNCIL APPROVAL

The terms and conditions of this Agreement shall not be effective, and any amounts or benefits owing under or pursuant to this Agreement are not binding unless and until such time as each is approved (including without limitation the appropriation of adequate annual funding) by the Providence City Council.

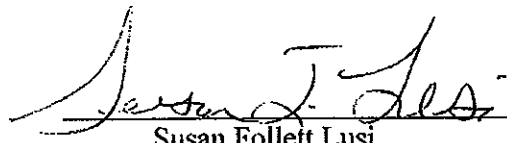
SIGNATURES APPEAR ON THE FOLLOWING PAGE

BY THEIR SIGNATURES BELOW, the School Board has caused this Employment Agreement to be executed, and the Superintendent has executed this Employment Agreement as of the date first above written.

PROVIDENCE SCHOOL BOARD:

SUPERINTENDENT:

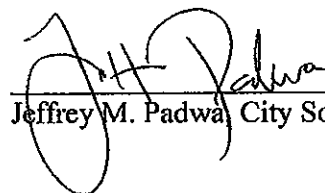
By: 
Keith Oliveira


Susan Follett Lusi

Date: 2/14/13

Date: 2-14-13

Approved as to form and correctness:


Jeffrey M. Padwa City Solicitor