

# RESOLUTION OF THE CITY COUNCIL

No. 253

Approve June 20, 2016

RESOLVED, That the Providence City Council hereby ratifies the accompanying Employment Agreement between Christopher Ndeki Maher and the Providence School Board to employ Mr. Maher as Superintendent of Providence Schools.

IN CITY COUNCIL

JUN 16 2016

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

6/20/16

JORGE O. ELORZA  
*Mayor*

CHRISTOPHER MAHER  
*Superintendent*

# Providence Schools

Providence Public School District  
Office of Human Resources  
797 Westminster Street  
Providence, RI 02903-4045  
tel. 401-456.9100  
fax 401-456.9284  
www.providenceschools.org

May 10, 2016

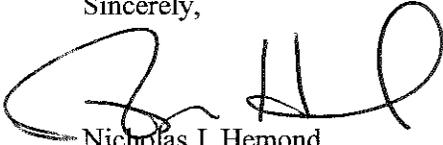
The Honorable Luis A. Aponte  
Council President  
Providence City Council  
City Hall  
25 Dorrance Street  
Room 310  
Providence, RI 02903

Dear Council President Aponte:

Enclosed, please find an Employment Agreement between Christopher Ndeki Maher and the Providence School Board to employ Mr. Maher as Superintendent of Providence Schools. At its May 9, 2016 meeting, the Providence School Board voted to approve this agreement and authorized me to enter into it with Superintendent Maher.

On behalf of the School Board, I am forwarding this agreement to the Providence City Council for its approval.

Sincerely,



Nicholas J. Hemond  
President, Providence School Board

C: Christopher N. Maher

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement"), dated as of May 9, 2016, is entered into by and between the School Board of the City of Providence (the "School Board") and Christopher Ndeki Maher.

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

WHEREAS, Christopher Ndeki Maher 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 Christopher Ndeki Maher, and Christopher Ndeki Maher accepts such employment, as the superintendent of schools (the "Superintendent") for a term of three years, commencing on July 1, 2016 and, unless earlier terminated pursuant to Section 12, ending on June 30, 2019. On July 1, 2019, the term of this Agreement shall be extended for an additional year (July 1, 2019 through June 30, 2020) unless the Board, prior to January 1, 2019, 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 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 his 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 his full time, effort, and attention to the performance of his 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 his express consent.

**5. BOARD/SUPERINTENDENT COMMUNICATIONS**

**A. Procedures**

Not later than September 6, 2016, 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 his 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 first two years of this Agreement, the Superintendent shall be paid a base salary at the annual rate of \$203,000.00, less an amount equal to his per diem base salary for any furlough days agreed to by the Superintendent. For the third year of this Agreement, the Superintendent shall be paid an annual base salary of \$205,000.00. 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.

**7. PERFORMANCE EXPECTATIONS**

By August of each year of this Agreement, the School Board shall determine, after discussion with the Superintendent, the reasonable, measurable, and objective performance expectations for the Superintendent to meet. The School Board shall determine whether the Superintendent shall have met such expectations not later than June 30 of each year during the term of this Agreement. 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. Alternatively, the Superintendent may elect to receive payment in the full amount for up to 15 of the 25 days per year that he is entitled to carry forward

**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. Relocation Expenses**

Following the execution of this Agreement, the School Board shall pay the Superintendent \$5,000 as an allowance for relocation expenses. This payment shall be in lieu of reimbursement for actual relocation expenses incurred.

**H. 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.

**I. 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 his 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.

#### **J. 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 his 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.

#### **K. Technology Support**

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

#### **L. 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 and/or permitted 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; 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, the City Solicitor and/or his or her agent shall serve as legal counsel for the Superintendent; provided, however, that in the event of a conflict of interest, as determined by the City Solicitor with input from the Superintendent, the City Solicitor shall engage alternative counsel for the Superintendent, consistent with Article VI, Section 603 of the Providence Home Rule Charter..

## **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 his: (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 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 his 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 his 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:

Christopher Ndeki Maher, 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 his 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

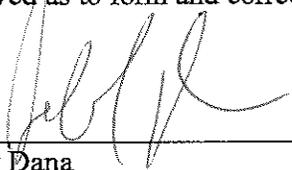
By:   
\_\_\_\_\_  
Nicholas J. Hemond

  
\_\_\_\_\_  
Christopher N. Maher

Date Signed: 5/11/16

Date Signed: 05/10/16

Approved as to form and correctness:

  
\_\_\_\_\_  
Jeffrey Dana  
City Solicitor

# EXHIBIT 1

**Providence School Board Policy  
SCHOOL SUPERINTENDENT  
SUPERINTENDENT EVALUATION**

<b>Purpose/Outcome</b>	This policy is designed to create the framework for establishing the Superintendent's annual goals and for developing an evaluation process for those goals, which will insure continuous improvement in the Providence Public Schools and serve as a means to measure district performance.
<b>Issue / Rationale</b>	Responsibility for the Superintendent's evaluation rests with the School Board ("the Board") per Rhode Island state law. As the governing body, overall performance of the district is the responsibility of the Board. The Superintendent evaluation provides the means for the Board to collaboratively set goals with the Superintendent and monitor performance based on clearly identified measures of district performance.
<b>Position</b>	<p>The Board shall establish annual goals and a review process to monitor continuous improvement in Providence Public Schools. These goals shall include, but not be limited to, specific objectives for improvement in student learning, district management and community relations.</p> <p>The Board shall evaluate the Superintendent on annual measures and targets aligned with the Board's core beliefs and commitments, which are</p> <ol style="list-style-type: none"> <li>(1) Student Achievement</li> <li>(2) Achievement of the specific goals and objectives identified at the beginning of the annual evaluation cycle and articulated in the evaluation instrument</li> <li>(3) Management of the district includes leadership, school climate, finance; district management; community /constituent relations and School Board-Superintendent relations</li> </ol>
<b>Implementation</b>	<p><b>Oversight</b></p> <p>The Secretary of the Board shall manage and oversee the goal setting and evaluation process, schedule the necessary meetings between the Superintendent and the Board, and ensure that the process is completed according to the process and timelines identified in this policy. The findings will be reported to the public and made accessible to the public.</p> <p><b>Confidentiality</b></p> <p>All meetings in which the Superintendent's evaluation is discussed shall be held in executive session, unless the Superintendent wishes to have them held in open session pursuant to the RI Open Meetings Act.</p> <p>All documents by which the Superintendent's performance is evaluated are confidential documents. Such documents include, but are not limited to, (1) the Superintendent's self-evaluation; (2) the written evaluations from individual Board members; (3) the final written performance evaluation, which is a compilation of the evaluations of individual Board members; and (4) the Superintendent's written response to the evaluation, if any. The Board is permitted to meet among themselves without the Superintendent at any time to discuss the Superintendent's job performance as part of this process consistent with the Open Meetings Act.</p>

**Process**

At the beginning of the evaluation cycle, the Board and Superintendent shall collaborate to establish expectations and goals that are specific, measurable, and realistic and have sufficient resources to ensure they can be accomplished. These expectations and goals shall be incorporated into the evaluation instrument to be used for the Superintendent's performance evaluation. Once the goals have been approved by the Board, they will be shared with the public.

Throughout the evaluation cycle, the Superintendent shall provide periodic quarterly updates, on progress toward the key goals established. The Superintendent may recommend changes to goals at any time during the evaluation cycle as circumstances warrant. Recommended changes in expectations and goals shall take effect only with Board approval.

Toward the end of the evaluation cycle, the Superintendent shall complete a self-evaluation, using the agreed-upon evaluation instrument. For each goal, the self-evaluation shall state whether the goal exceeded expectations, met expectations, is in progress, or failed to meet expectations; with a brief explanation included where appropriate. For goals that are not met, a full plan must be put in place to ensure the goal is met in the most realistic timeframe possible. This includes goals that are not met due to lack of resources.

The self-evaluation may include any additional achievements in support of the district's strategic plan. After the Board receives the self-evaluation, the Board and Superintendent shall meet in executive session to review the document and any areas requiring clarification, unless the Superintendent requests that the meeting be held in open session.

Separately, each Board member shall then complete an evaluation of the Superintendent's performance using the agreed upon evaluation instrument, and shall submit the completed evaluation to the Secretary of the Board. The Secretary of the Board shall compile the individual evaluations and present the compilation to the Board for discussion. Following discussion, the evaluation shall be updated and presented to the Superintendent for review and response.

The Board and the Superintendent shall then meet in executive session to review and discuss the evaluation unless the Superintendent requests that the meeting be held in open session. During this meeting, Board members shall discuss the review with the Superintendent and ask for feedback both orally and in writing, which will be added to the review. The Board shall formally adopt the final performance review, including the Superintendent's comments, and it shall be included in the Superintendent's personnel file. At this time, a summary of the Superintendent's performance in terms of district performance outcomes and as otherwise required by the RI Open Meetings Act or the RI Access to Public Records Act will be shared with the public.

**Goal Setting/Evaluation Instrument**

The Board, in conjunction with the Superintendent shall establish the Superintendent's goals annually, which shall form the basis of the evaluation instrument. The evaluation instrument shall be reviewed, revised as appropriate, and approved annually consistent with the timeline in this policy. Upon approval, the evaluation instrument will be made available to the public.

**Board Responsibilities**

1. In conjunction with the Superintendent, establish the annual goals, on which the Board will evaluate the Superintendent's performance;
2. Revise, and update the evaluation instrument;
3. Review the Superintendent's progress toward goals quarterly;
4. In consultation with the Superintendent, revise goals as necessary;
5. Provide a written response to the Superintendent's written self-assessment
6. After review, prepare a written final evaluation as described in this policy; and
7. Report to the public.

**Superintendent Responsibilities**

1. In conjunction with the Board, establish the annual goals to ensure that they are realistic, achievable and uphold the district's vision of becoming a national leader in educating urban youth and its mission of preparing all students to succeed in the nation's colleges and universities and in their chosen professions;
2. Seek approval of the Board on recommended changes in goals as may be necessary during the evaluation cycle;
3. With the Board, revise, and update the evaluation instrument;
4. Provide quarterly updates on progress toward goals; and
5. Prepare a candid, written annual self-evaluation as described in this policy.

**Review and Reporting**

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|------------|--|
| <b>Sep</b> | Superintendent submits draft of annual goals for Board review and approval.  |
| <b>Oct</b> | Board and Superintendent review, update, and publish the evaluation Instrument.  |
| <b>Dec</b> | Superintendent provides written periodic update on progress toward goals.  |
| <b>Mar</b> | Superintendent provides written periodic update on progress toward goals.  |
| <b>Jul</b> | Superintendent submits self-evaluation of progress made during the year against the established goals.                         |
| <b>Aug</b> | Board completes the written Superintendent's evaluation and presents it to the Superintendent for review and written response. |

Following the Superintendent's response, the Board shall publish the results of Superintendent evaluation to the public in terms of district performance outcomes and as otherwise required by the RI Open Meetings Act or the RI Access to Public Records Act.

**Open Meetings Act** It is the intention of the Board that it be in compliance at all times with the RI Open Meetings Act and with the RI Access to Public Records Act, in each case as amended and in effect from time to time. To the extent that any provision of this Policy is inconsistent with either of these two statutes, the relevant statute shall prevail over such inconsistency.

Providence Public Schools  
 Providence, RI

- Cross-Reference**
- AD Beliefs and Commitments
  - ADA District Goals and Objectives
  - AEC Data Dashboard: Accountability Reporting on District Goals and Progress
  - BX Management Oversight
- Legal Reference**
- Rhode Island Access to Public Records Act
  - Rhode Island Open Meetings Act
  - RI Laws § 16-2-9 General powers and duties of school committees
- Policy Adopted**
- Adopted: May 13, 2002 Resolution 5-13-02
  - Amended: February 24, 2003 Resolution 2-44-03
  - Amended: November 10, 2008