

## **Introduction**

**On April 7, 2009, PPSD submitted “The Providence School District Proposal for Criterion-Based Hiring and Transfer and Need-Driven Instructional Assignments” (“the 09/10 Proposal”) to the RI Commissioner of Education in response to a Commissioner’s Order issued February 19, 2009 (“the Order”) which among other things required PPSD to implement “criterion-based hiring and job assignment processes that are driven by student need rather than by seniority.” The specific mechanics of the criterion-based hiring (“CBH”) process including a discussion of the evaluation criteria were laid out in the 09/10 Proposal on pp. 11-26 (“the 09/10 CBH Procedure”).**

**In the weeks that followed, PPSD followed the 09/10 CBH Procedure at six pilot schools. That six-school pilot was Phase I of the incremental implementation of CBH for all staff as required by the Order. The 09/10 Proposal stated on p. 11:**

**Over the course of implementation, the Providence School District anticipates that revisions, modifications, and system improvements will be necessary. These will be made on a continuous basis in anticipation of bringing criterion-based hiring to scale during the 2010-2011 academic year. The 2010-2011 year will have the benefit of both the improvements resulting from the experience of 2009-2010 and the use of a Web-based applicant tracking and processing tool that is currently being procured.**

Developed in collaboration with the PTU, this document (“the 10/11 CBH Plan” or “Plan”) lays out PPSD’s plan for Phase II of CBH, the full implementation of CBH processes district-wide for teaching positions and the implementation of an online applicant tracking system. The 10/11 CBH Plan draws upon the experiences learned from the 09/10 CBH Proposal, and from hiring experiences for the 09/10 and 10/11 school years. The procedures detailed in this document update and replace the 09/10 CBH procedures in their entirety.

This Plan represents a guide for PPSD’s hiring during the 10/11 school year and into the future. It is understood that recommendations for change of the Plan may arise during the course of implementation and during the course of subsequent years. PPSD and PTU will meet and confer in person and in good faith and reach agreement prior to any substantial revision or modification of the Plan.

#### **Scope of this Plan**

This Plan addresses processes associated with inter-building transfers of existing PPSD teachers and hiring of new teachers and displaced teachers. It does not address intra-building changes to assignment. This Plan has as its focus the CBH of teachers. As such, for the purposes of this document, terms including “candidate,” “applicant,” “vacancy,” “employee,” “position,” and “interviewee” apply in the context of teachers’ primary assignments<sup>1</sup>.

This Plan provides a mechanism for placing qualified candidates (internal and external) in vacancies that have been legally posted and in accordance with

established policy. This Plan is not a substitute for a teacher evaluation system. This Plan sets forth procedures for hiring and placement decisions; however it does not abrogate the right of the Superintendent to reassign any teacher pursuant to Article 12-3 of the collective bargaining agreement.

### **CBH Procedure**

#### ***1. Positions to be filled via CBH***

All hiring and assignment for PPSD teaching positions will be filled in accordance with the CBH as set forth in this document.

#### ***2. Infrastructure / communication / training***

The majority of information, workflow, and communication associated with the CBH process will be managed via the Providence Applicant Tracking System (“PATS”). Access to PATS via the internet and the ability to receive email notifications (e.g. notification of all new Notices) from PATS will be available to all candidates. Candidates will receive the opportunity to attend training on CBH and PATS.

#### ***3. Notices***

Vacancies will be identified based on building staffing plans developed jointly by Level Directors, Principals, and HR/budget. All identified vacancies will be published in the form of Notices in PATS<sup>ii</sup>. Notices will be created jointly by HR and Principals.<sup>iii</sup> All Notices will set forth the duties and responsibilities of the

**position and will specifically identify any RIDE requirements (“Qualifications”) for the position. Notices will be available via PATS on or before April 1. Notices will be open for seven (7) days; all applicants submitting an application will have their applications reviewed and scored by the Committee. If the total number of applications for a given closed position is less than five (5) at any time, the Principal may choose to reopen the position for an additional seven (7) day period. Multiple positions at the same school requiring the same Qualifications will be covered under one Notice.**

#### ***4. Application***

**All candidates internal and external will use PATS to create and submit all Applications. Application materials may include any or all of the following if appropriate: essay, resume, professional artifacts, certification information, transcripts, and assessments. Applicants may be required to complete language, technology and/or subject-related assessments. Any candidate who successfully submits an Application<sup>iv</sup> for a position will be considered an Applicant for that position.**

#### ***5. Qualifications***

**Any applicant for a position, deemed by RIDE to possess, or be eligible to possess by the position’s start date, appropriate qualifications will be a Qualified Applicant in PATS. Qualified Applicants for any position will be considered**

**Qualified Candidates for all positions that call for the same qualifications until such time as they accept a position for the current school year.**

***6. Teacher Hiring Committee***

**Recognizing the value of experience and the recommendations of potential future colleagues in the process of selecting teachers for a given position, a standing interview Committee consisting of teachers currently working in the relevant building<sup>v</sup> will be established and utilized. All teachers working in a building will be given the opportunity to volunteer their service as a member of the Committee, and compensation for participants shall be the subject of collective bargaining. The Committee will be appointed from a pool of volunteers and their term of service will expire on the CBH Suspension Date. The Committee will include up to five (5) members to include two (2) teachers designated by the school's School Improvement Team ["SIT"] and three (3) teachers designated by the Principal or Hiring Manager. At the secondary level, at least one of the teachers must be a teacher leader. The Committee members must be the same for each position hired. The Principal/Hiring Manager may designate more than three (3) teachers to receive Committee training and then rotate Committee members to create teams with expertise in the content area relevant to the position for which Candidates are being interviewed. Each Committee will designate one member as the Committee's Representative; the Representative will be responsible for compiling the Committee's feedback and entering the Committee's feedback and**

recommendations into PATS. Quorum will be achieved when two (2) teachers, at least one of whom is the SIT designee, and an administrator, are present. The Principal/Hiring Manager will be present at all interviews and all meetings of the Committee, but individual scores will not be provided to the Principal and Committee feedback and recommendations will reflect the consensus views of the Committee only.<sup>vi</sup>

### *7. Committee Training and Support*

Committees and Principals will receive training and support that facilitates the goals of the CBH process, including the importance of teamwork, tools for conflict resolution, Committee responsibilities (to include professionalism, confidentiality, legal and EEO considerations), PATS, evaluation criteria, and information on the displacement process. Completion of training will be a mandatory precondition to serving on a Committee. HR will designate personnel to manage and conduct training and to serve as a resource to Committee members and Principals throughout the process.

The Committee and/or Principal may request advisory support in the interview process, e.g. the participation of a teacher or administrator with relevant expertise (e.g. the Math Supervisor for a Math position) in application review and/or interviews.

## ***8. Committee Application Review***

**Applications submitted by Qualified Applicants will be reviewed by the Principal and the Committee and given 1-20 points on each of PPSD's five teacher competencies<sup>vii</sup>. The scoring rubric shall be made available in advance to candidates. The Principal/Hiring Manager [or HR] will enter Committee consensus<sup>viii</sup> scores on each competency, supporting notes that reflect the rationale for each score, and Interview/Do Not Interview recommendations into PATS. The five (5) most senior applicants for each position by district-wide seniority will be invited to interview irrespective of scores. If necessary, due to time constraints, the Committee may extend interviews to a subset of the group recommended for interview, provided however, that the five (5) applicants with the most seniority selected for interview will be invited to interview. Committees will extend no fewer than seven (7) interview invitations, unless fewer than seven (7) applications are received in which case all applicants will be invited to interview. The Principal will review decisions and supporting rationale notes and extend interview invitations to candidates based on the Committee scores. Candidates who are invited to interview and who schedule interviews within 72 hours of PATS-generated invitation to interview will be interviewed. If a candidate has not scheduled an interview within 72 hours of invitation, the candidate will be presumed to be uninterested in interviewing and may be rejected. Committees will make reasonable attempts to accommodate a candidate's schedule and circumstances but the Committee is not**

obligated to interview all invited candidates if such an accommodation cannot be reasonably made.

### *9. Interviews*

Interviews will be scheduled via PATS. Principals will develop plans and allocate staff time to ensure scheduling proceeds smoothly.<sup>ix</sup> Interviewees will be required to complete a writing sample at or before the time of their first interview<sup>x</sup>. Fairness and adequacy of the interview process is the responsibility of the Principal. Primary thematic interview questions will be chosen prior to the interview and will come from a centrally-approved bank of questions and criteria pre-approved by the district. Secondary questions are permissible provided that they expand upon primary thematic questions. Any materials<sup>xi</sup> that must be brought to the Interview will be identified clearly in the Notice. In the event that the Joint CBH Committee deems it appropriate, a member of that committee may be present at any interview as an observer

The Committee Representative will enter Committee consensus scores on each competency, a score for experience<sup>xii</sup>, and supporting rationale notes for each score. When all interviews are complete, a recommendation of “Recommended – Top 3,” “Recommended – Alternate,” or “Not Recommended for Offer” will be entered for each completed interview with the top three scoring candidates receiving “Recommended – Top 3.” Committee notes and recommendations will be made available to PTU, on a confidential basis, in the event of an appeal pursuant to

section 18l to the Joint CBH Committee pursuant to section 19, and to the Neutral Third Party pursuant to section 20.

The interview process for certain Arts and Technical positions designated by the Chief Academic Officer may require an additional technical interview in the application process where no more than three (3) candidates are called back following the Interview. The purpose of such session shall be limited to demonstration of technical proficiency to the Committee.

*10. Recommendation for offer*

Within 72 hours following the completion of all required interviews, the Principal shall designate Principal's Recommended Candidates from the pool of those interviewed via PATS. The Principal shall rank the top three scoring candidates, expressing their ranking order as 1, 2 or 3 in any order the Principal so chooses, irrespective of score. The Principal shall rank candidates from the alternates list in any order he or she chooses starting with 4. The Principal may also enter additional notes on any candidate. The Principal will submit the final ranking to HR, including all required notations, with a copy to the Committee via PATS.

*11. Final offer review and release, limitation on hire of external candidates*

HR will release offers<sup>xiii</sup> in the rank order established by the Principals.

**12. Offer acceptance**

Immediately upon receiving the Offer via PATS, the Offeree (person receiving the offer) may accept the Offer by contacting HR in writing. Acceptance of an Offer will automatically withdraw any of the Offeree's other in-progress Applications, end the Offeree's participation in CBH for the year<sup>xv</sup>, and commit the Offeree to serving in the new position for at least one (1) full school year<sup>xvi</sup>, provided, however, that a teacher who obtained a teaching position through CBH may continue to seek and accept positions with additional compensation, such as coaching, central office or school-based leadership positions. Acceptance of an Offer by a current employee constitutes relinquishing the employee's current position (or removes the employee from displaced status) and will trigger appropriate notifications to the employee's current Principal.

### *13. Offer rejection/withdrawal*

Immediately upon receiving the Offer, the Offeree must respond by accepting or rejecting the Offer in writing or by withdrawing his or her application. If the Offer has not been accepted or rejected, or the application withdrawn, within 72 hours, the Principal may rescind the Offer, provided that HR shall make reasonable attempts to contact the Offeree by telephone if no response is indicated on PATS. A record shall be kept of all attempts to contact the Offeree. When an Offer is rescinded, all on-hold applications for the position will be reinstated. HR will proceed to extend an Offer to another candidate on the ranked list of Principal's Recommended Candidates.

***14. Process completion without CBH hire: Temporary Selected Placement***

**A CBH Hire is the acceptance of an Offer by a Principal's Recommended Candidate. CBH Hire is PPSD's preferred method of placing candidates and will be pursued wherever possible. On July 2<sup>nd</sup>, the CBH Suspension Date, CBH will be suspended for all positions for the remainder of the school year and the Temporary Selected Placement process will begin. Temporary Selected Placement will be for one (1) school year only. However, a candidate placed in Temporary Selected Placement status may retain that position beyond the end of the school year only via CBH Hire. If unsuccessful as a CBH Hire, the Candidate will be considered a Displaced Teacher for the following school year. Success in the 11/12 CBH Hire process in the individual's current assigned position for a candidate placed via Temporary Selected Placement is PPSD's ideal desired outcome, and PPSD shall provide meaningful, nondisciplinary support to candidates placed in Temporary Selected Placement status. Such support shall be geared toward helping candidates enhance their skills and performance, resulting in improved opportunity for permanent hire via the CBH process. Such support shall include, but is not limited to, professional development associated with their position. Success in the 11/12 CBH Hire process for another PPSD position is also a PPSD desired outcome; teachers placed via Temporary Selected Placement will also receive support geared toward increasing their chances of success in the ensuing school year's CBH process for other positions.**

**The Temporary Selected Placement process will proceed as follows:**

**(a) HR will identify vacant positions requiring a given set of Qualifications and suspend the CBH Hire process for those positions;**

**(b) HR will inform candidates that CBH hire has been suspended for those positions;**

**(c) Candidates will have four calendar days to submit a ranked list of all positions;**

**(d) HR will place candidates who submit rankings in positions based on their rankings and demonstrated student need;**

**(e) HR will place the remaining Qualified Candidates in positions at its discretion; and,**

**(f) The CBH Hire process will be resumed for any positions that remain vacant.**

### ***15. Displaced Teachers***

Teacher displacement reflects changes to the programmatic needs of PPSD and does not reflect on teacher quality, performance, effectiveness, or potential; clear communication of this fact will be included in all interview Committee training.

(1) Staffing and intrabuilding assignment will be complete by January 15 at the non turnaround schools - all consolidations/displacements and vacancies at non turnaround schools will be identified including vacancies filled by forced placement and non-CBH hire in the 2010 season. Teachers with 1 year placements for 2010 will be considered displaced.

(2) At turnaround schools, all teachers wishing to opt out will be identified by January 15th. A round of hiring at turnaround schools will take place in January with internal candidates only. Principals of turnaround schools may elect not to fill positions in the January round; vacancies remaining after the January round will be filled via CBH (and not displaced teacher matching).

(3) Displaced teacher matching will take place in January/February as follows: summary profiles of displaced teachers (including all teachers with forced placements from 2010 and

teachers whose positions were consolidated) will be distributed to Principals. A Job Expo will be held for Displaced Teachers only where Displaced Teachers will have an opportunity to meet informally with representatives of all schools.

- (4) Teachers will rank ALL jobs for which they are certified.
- (5) Principals will rank ALL appropriately certified teachers for ALL vacant jobs.
- (6) Teachers will be matched with jobs via a deferred acceptance algorithm.
- (7) Since Displaced Teacher Matching will be performed prior to 3/1, layoffs can be done IN CLOSE COLLABORATION WITH PTU such that following layoff and Displaced Teacher Matching, ONLY clear vacancies (which can be filled by anyone, including an external hire) will remain. This will take place prior to 3/1 so excess teachers can be laid off.
- (8) Vacancies will be filled via CBH except there shall be no prohibitions on external hiring.
- (9) Vacancies that emerge after Displaced Teacher Matching concludes will be filled by CBH. In the event a laid-off teacher exists where a vacancy emerges, the position will be posted for internal candidates only, and the most senior laid-off teacher eligible by certificate to hold the position will be invited to participate in the interview process and if selected, his lay-off will be rescinded.
- (10) After June 15th, CBH suspends - vacancies arising after June 15th will be filled via non-CBH mutual consent hire for 1 year only.
- (11) Teachers placed via Displaced Teacher Matching will be eligible to participate in CBH.

### ***16. Layoff***

**Laid-off teachers will be eligible to apply for positions but treated as external candidates.**

### ***17. Job Expo***

**Prior to the beginning of the hiring season, PPSD will host a Job Expo (Expo), to which all potential candidates will be invited. All schools will be represented at the Expo by Principals and building staff members. All anticipated vacancies shall be posted. No hiring or interviewing will take place at the Expo. The purpose of the Expo is to enable candidates to gather information on schools so they can make**

**informed decisions about where to focus their efforts when applying. HR will be represented at the Expo and will be available to answer questions about the CBH process.**

***18. Appeals***

**HR will monitor the processes described in this document. Complaints related to the process will be logged and investigated in a timely manner. Data on complaints will be compiled and regular reports on the process will be provided to the Superintendent and the Union President. An Applicant may appeal the procedural basis of a hiring decision. External applicants shall have the opportunity to make appeals to the Director of HR who will log and investigate the appeals. HR will immediately forward a copy of such appeals to PTU. Internal applicants shall make their appeals through the PTU, with a copy to HR. A description of the alleged procedural flaw must be filed with HR or PTU within seventy-two (72) hours of the alleged process violation or official notification of not being selected for the position and must contain a detailed description of the circumstances under which the alleged procedural violation occurred, a description of what would have been done differently had procedure been followed, a description of how the candidate making the appeal was harmed, and what specific remedy is being sought. PPSD and PTU shall have access in advance to all pertinent information relating to the appeal.**

**Within forty-eight (48) hours of the complaint being received by PTU and HR, PTU shall file, on behalf of its appealing member, a copy of the complaint with a two-member Appeals Committee (one member selected by PPSD, one member by the PTU). Within two (2) business days of receipt of the Complaint, the Appeals Committee shall render its decision and such decision shall be binding and not subject to further appeal. If the Appeals Committee cannot reach an agreed upon decision on the validity of the Appellant's claim (procedural flaw) within two (2) business days of receipt of the Complaint, the Superintendent shall render a decision and such decision shall be binding and not subject to further appeal or review. In no event will an actual teacher placement be altered unless the Appeals Committee or Superintendent finds that the process was seriously flawed and warrants such action.**

**Objections related to the CBH process shall be addressed using the procedure outlined herein. Objections alleging discrimination based on race, age, gender, sexual orientation, gender identity or expression, national origin, color, disability, or veteran status, or which challenge the fundamental integrity of the CBH process, such as allegations of nepotism, favoritism or fraud, may be filed under the following procedure:**

**[Insert Article 15 of the CBA].**

### ***19. Oversight***

**Day-to-day process oversight will be monitored by one (1) PPSD staff member and one (1) representative of PTU who will meet regularly to discuss the process and any issues that may arise in implementation of the CBH Plan. These individuals will make recommendations for any necessary modifications to the process through regular updates to a larger joint PPSD/PTU oversight committee (the Joint CBH Committee). These individuals will also collect feedback from process participants (including applicants, Committee members, and Principals) when the process concludes in a given school year.**

**The Joint CBH Committee will consist of three (3) PTU members, three (3) PPSD representatives, and one (1) impartial member to serve as a tie-breaker. The Joint CBH Committee will address CBH issues, including but not limited to:**

- a) Develop an implementation manual to assist teachers and administrators;**
- b) Resolve PATS technical issues, e.g. computer glitches, loss of writing prompts, etc.;**
- c) Resolve issues and establish guidelines concerning the fairness and adequacy of the application process;**
- d) Monitor consolidated positions and ensure that, if the position is reinstated, the incumbent returns to the position.**

***20. Neutral Third Party Reporting***

***Selection:*** Both PPSD and PTU, by and through the Superintendent and President of the PTU, shall submit a list of no more than five (5) names of individuals or organizations to the Joint CBH Committee from which the Committee will select a neutral third party. The neutral third party shall not be employed by, or otherwise associated with, RIDE, the PPSD or the PTU. RIDE shall provide a grant sufficient to cover the costs of the individual or organization and will therefore establish reasonable cost parameters for the work. To the extent common names appear on each party's list, the selection of the neutral shall come from the common names or if there is only one common name, the Committee shall select that person to serve.

***Duties and functions:*** This individual or organization shall evaluate how well the CBH is functioning, determine how many teachers have been displaced, and evaluate the impact, if any, of seniority on the CBH protocol. An objective evaluation of these factors in the implementation of the process should assist the parties in what will be an ongoing refinement of the CBH. A confidential written report by the neutral shall be issued, at least annually, and shall be shared only with the Commissioner of Elementary and Secondary Education, the Superintendent, President of the PTU, and members of the Joint CBH Committee.

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<sup>i</sup> This document does not address positions “for which additional compensation is provided” and “school based management positions” (e.g. coach, treasurer) as defined and detailed in Article 11 of the current CBA.

<sup>ii</sup> HR may choose to also advertise some or all Notices through other means including print and online media as well as online employment sites but Notice via PATS will be an absolute requirement.

<sup>iii</sup> Building leaders serving as hiring managers will be referred to as Principals throughout this document.

<sup>iv</sup> PATS will not allow an incomplete Application to be submitted.

<sup>v</sup> School-based teams may be staffed or supplemented by certified PPSD teachers and administrators designated by the Superintendent from outside the school in instances such as the opening of a new school or other circumstances where staffing a complete school-based team would be impractical. A subject area specialist may serve on any Committee in an advisory capacity. Teachers based in Central Office will be hired by an appropriate administrator acting as hiring manager and a committee comprised of teachers serving in assignments similar to the position being filled.

<sup>vi</sup> In the event a building Principal is unable to perform hiring manager duties, the Superintendent may designate an alternative hiring manager. The person serving as hiring manager for a given position will attend all interviews for that position.

<sup>vii</sup> PPSD’s five teacher competencies are (1) Content Knowledge and Pedagogy: Expertise and success in teaching subject; (2) Achievement: Shows a trend of excellence and concrete results in endeavors; (3) Critical Thinking: Analyzes situations thoroughly and generates effective strategies; (4) Communication Skills: Demonstrates effective written and oral skills; (5) Professional Engagement: Respectful of and sensitive to norms of interaction in different situations.

<sup>viii</sup> Though the Principal and Committee Advisors should participate in discussion and may influence opinions, Committee consensus should reflect the views of the Committee only.

<sup>ix</sup> Principals may choose to handle this personally or may train and instruct clerical staff to perform this function provided that Candidates receive a reasonable level of customer service, e.g. Candidates should be able to call/email to confirm or request a change to an interview timeslot and receive a timely, accurate response.

<sup>x</sup> PPSD will provide access to reasonable opportunities to complete the writing sample at a central location for candidates wishing to complete the writing sample before their first interview.

<sup>xi</sup> Examples of materials that might be required include professional artifacts and documentation of RIDE qualification.

<sup>xii</sup> 2 points for 1-5 years PPSD teaching experience, 5 points for 6-9 years PPSD teaching experience, and 10 points for 10 or more years PPSD teaching experience.

<sup>xiii</sup> Offers may be subject to School Board approval and satisfactory completion of mandated administrative requirements.

<sup>xv</sup> Provided however that a teacher who obtained a teaching position through CBH may continue to seek and accept central office and/or school-based leadership positions with additional compensation.

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<sup>xvi</sup> **Though the accepting Offeree is committed to serve in the new position for one year (in this case for the 10/11 school year) he or she may participate in CBH for the 11/12 year as soon as Notices for that year are available.**