



# Managing the Evaluation and Contract of the Superintendent

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# Evaluating the Superintendent

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- Teachers are evaluated by principals.
- Principals are evaluated by the Superintendent.
- Should the Superintendent be evaluated?
- Can Board Members evaluate the Superintendent?



# YES!!!

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- The Superintendent **SHOULD** be evaluated by the Board of Education.
- The School District's CEO should receive regular and formal feedback and guidance.



# Why should the Superintendent be evaluated?

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- Provides a basis for evaluating weak areas
- Provides a basis for rewarding satisfactory job performance
- Offers protection from lawsuits & criticism from BOTH terminated superintendents & constituents angered over supt.'s performance and salary
- At its best – Evaluation is a communication process



# Superintendent Evaluation

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*The Board can govern when it knows*  
*-what the Superintendent is going to do*  
*and*  
*-whether it's getting done.*



# The Superintendent Evaluation

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- Defines what is expected of the Superintendent
- Requires identifying and prioritizing the District's goals.



# An Effective Supt. Assessment Offers:

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- Encouraging praise
- Instructive criticism
- Suggestions for overcoming shortcomings and problems

*It clarifies roles, expectations & performance*



# Getting Started

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Board must agree upon:

- HOW the Board will determine what to evaluate,
- WHAT instrument / form(s) or method it will use to evaluate,
- WHEN the evaluation's various steps will occur (timeline).





# What should be evaluated?

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- NM Admin. Competencies
- Job Description / Additional Supt. Competencies adopted by the local board -  
Examples:
  - Supt. / Board Relationship
  - Morale of School District Employees
  - Safety of School District Students
  - Parental Satisfaction
  - Relationships w/ Community Leaders
- District Goals adopted by the local board
- Superintendent's Professional Goals



# Supt. & Bd. Set Superintendent's Goals for Evaluation

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- BOARD EVALUATES **RESULTS** IN
  - Reaching agreed-upon goals
  - Solving agreed-upon problems
  - Making agreed-upon improvements

*Number of areas should be limited.*

*Do not include routine duties such as report writing, unless the Supt. has been deficient in such area.*



# How is the Superintendent's Performance Measured?

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## **Use Specific, Measurable Goals/Objectives**

- Narrowly focused
- Objective
- Quantify, when possible

# Identification of Deficiencies or Unsatisfactory Work



- Tie each deficiency to a Competency or District Goal
- Be Specific
- Use examples

*Develop goals / objectives to address deficiencies.*



# Expectations Must Be Specific

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- **What** task(s) need to be done?
- **How** does each task need to be done (written reports, oral reports, etc.)?
- **When** does each task need to be done?
- **For whom** does each task need to be done?
- Comments on these tasks – **Why** do they need to be done?



# Evaluation Process

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- Used to Substantiate  
“*Just Cause*” for  
Discharge or Termination



# Just Cause

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- A reason that is rationally related to an employee's competence or turpitude or the proper performance of his duties and that is not in violation of the employee's civil or constitutional rights

N.M. Stat. Ann. § 22-10A-2



# Uncorrected Unsatisfactory Work Performance

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- **Unsatisfactory Work Performance** –  
*§ 6.69.2.7(D) NMAC*
- **Uncorrected Unsatisfactory Work  
Performance** – *§ 6.69.2.7(C) NMAC*
- Uncorrected Unsatisfactory Work  
Performance is “**just cause**” for discharge  
– *§ 6.69.2.8(A) NMAC*





# Uncorrected Unsatisfactory Work Performance - Procedures

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- *2 or more conferences with immediate supervisor (The Board)*
  - *Sufficient time allowed to correct*
  - *Written record of all conferences, specifying area(s) of uncorrected unsatisfactory work performance, suggestions for improvement, signed by parties at conference. § 6.69.2.8B*
- NMAC*



# *SUGGESTED TIMELINE*

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- ***Prior to or Early in School Year***
  - Identify strengths, weaknesses, what will be evaluated, instrument (s) or forms to be used, set evaluation schedule for the rest of the year.
- ***Nov. / Dec.*** - (Formative Evaluation)
  - Assess the progress being made.
- ***Feb. / Early Spring Semester*** –
- (Summative Evaluation)
  - Determine if goals / objectives met
  - Make employment decision
  - Begin new cycle for next year

Ashleigh  
Brilliant

Well,  
if you don't like  
my opinion  
of you,

you can always  
improve.





# CONTRACTS

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- Do not place evaluation language in contract unless Board intends to do it consistently each school year
  - Provide deadlines
  - No language about automatic renewal of contract based on evaluations
  - No ramifications of failing to do evaluation
- Address all issues of compensation, vested leave and in-kind compensation and provision of materials and equipment



# CONTRACTS

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- Consider addressing termination of contract under terms of the contract itself
  - Provide terms for buyout on termination of contract
    - No cause necessary
    - Notice provision for termination
  - Waiver of right to hearings and waiver to pursue litigation
    - Waiver is compensation for payment of monies outside of providing services (Anti-Donations Clause)
    - No Friendly lawsuit required under PED Regulations
  - Negotiate amount of salary due related to years or time of service
    - Consider 1/2 remaining contract amount
    - Negotiation other amounts
  - Address providing references and confidentiality of buyout and of information to make public



# CONTRACTS

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- Do not use PED administrator contract form
- Do not provide compensation that is not directly related to services provided or necessary for performing duties;
  - No investment benefits/commercial paper
  - Vested insurance policy outside of standard benefits
- Benefits should be same as all other employees or merely increased in amount or type for the position
- Legal Counsel represents the Board only.

# Questions





# Contact Information



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