



# **SCHOOL BOARD ACTION REPORT**

**DATE:** March 19, 2021  
**FROM:** Chandra Hampson, School Board President

**For Introduction:** March 24, 2021  
**For Action:** March 24, 2021

## **1. TITLE**

Establishing May 1, 2021 as the start date for Interim Superintendent Dr. Brent Jones, and authorizing the execution of a Mutual Early Separation Agreement with Superintendent Denise Juneau

## **2. PURPOSE**

This Board Action Report:

- Establishes May 1, 2021 as the start date for Dr. Brent C. Jones as Interim Superintendent for Seattle School District No. 1 (“District”), on the terms and conditions contained in the Interim Superintendent’s Employment Agreement dated March 1, 2021;
- Authorizes Dr. Jones to employ Superintendent Denise Juneau as an hourly employee between May 1, 2021 and June 30, 2021 at the per diem rate set in her April 25, 2018 Employment Agreement; and
- Authorizes the Board President and Chief Legal Counsel to execute the attached Mutual Early Separation Agreement with Superintendent Juneau.

## **3. RECOMMENDED MOTION**

I move that the School Board:

- A. Establish May 1, 2021 as the start date for Dr. Brent C. Jones as Interim Superintendent for the District, on the terms and conditions contained in the Interim Superintendent’s Employment Agreement dated March 1, 2021;
- B. Authorize Dr. Jones to employ Superintendent Denise Juneau as an hourly employee between May 1, 2021 and June 30, 2021 at the per diem rate set in her April 25, 2018 Employment Agreement; and
- C. Authorize the Board President and Chief Legal Counsel to execute the Mutual Early Separation Agreement, as attached to this Board Action Report, with Superintendent Juneau.

Immediate action is in the best interest of the District.

#### 4. **BACKGROUND INFORMATION**

- a. **Background** Superintendent Juneau’s employment contract with the District expires on June 30, 2021. Superintendent Juneau announced in December 2020 that she would not seek a renewal of her employment contract.

On January 21, 2021, the Board voted to hire an Interim Superintendent to replace Superintendent Juneau. On January 27, 2021, the Board authorized the Board President to negotiate an employment contract with Dr. Jones. The Board authorized an employment contract under which Dr. Jones would start working as Superintendent no later than July 1, 2021, with an end date of June 30, 2022.

On February 24, 2021, the Board voted to hire Dr. Jones as Interim Superintendent, and to approve an Interim Superintendent’s Employment Agreement. Under the Interim Superintendent’s Employment Agreement, Dr. Jones’s official start date is July 1, 2021. However, the agreement also provided that Dr. Jones’s term “may commence earlier should the Superintendent position become vacant.”

Approval of this Board Action Report would establish Dr. Jones’ start date as May 1, 2021. At the same time, this Board Action Report would approve an agreement with Superintendent Juneau setting her departure date as April 30, 2021, under the terms of the Mutual Early Separation Agreement as attached to this Board Action Report. The Mutual Early Separation Agreement provides for two months of lost salary, allows for vacation cash out on terms similar to all other non-represented employees, and provides for a lump sum payment to purchase health care benefits under the SEBB continuation coverage plan (i.e., COBRA).

This Board Action Report also grants authority to Interim Superintendent Jones to hire, if needed, Superintendent Juneau as an hourly consultant. Allowing Interim Superintendent Jones to contract with Superintendent Juneau will allow for an efficient and smooth transfer of superintendent duties and informed decision making.

- b. **Alternatives** Not approve of the new start date for Dr. Jones, or the Mutual Early Separation Agreement for Superintendent Juneau. This is not recommended. Dr. Jones is prepared to assume the duties of Interim Superintendent on May 1, 2021, and Superintendent Juneau is amenable to an early departure. A start date for Dr. Jones prior to July 1, 2021 was contemplated as a possibility by the Board when it approved the hiring of Dr. Jones. The sooner Dr. Jones assumes his duties as Interim Superintendent, the more time he will have to address issues relating to a return to in-person instruction and the start of the school year in September 2021.
- c. **Research** N/A.

#### 5. **FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be \$63,119.54 (\$50,150 in salary, \$8,969.54 in additional vacation cash-out, and a \$4,000 lump sum payment for health care/COBRA payments).

The revenue source for this motion is general fund dollars.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

## **6. COMMUNITY ENGAGEMENT**

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

The statutory authority to select a new superintendent is given to the Board by State law. The Board is committed to engaging in a thorough community engagement process when it commences its search process for a permanent Superintendent for the 2022-23 school year. This will likely start in the fall/winter of 2021 and conclude in the spring of 2022.

## **7. EQUITY ANALYSIS**

An equity analysis for hiring Dr. Jones as the Interim Superintendent was conducted for his hiring. That document was attached to the February 24, 2021 Board Action Report approving the hiring of Dr. Jones as Interim Superintendent. Establishing an earlier start date does not alter the prior equity analysis. The equity analysis recognized Dr. Jones as a leader who has demonstrated abilities to authentically “engage and reflect families of color in Seattle Public Schools and firmly guide the district toward a future in which students of color are truly seen and served.”

## **8. STUDENT BENEFIT**

Having Dr. Jones start on May 1, 2021 as Interim Superintendent will have numerous positive impacts for District students. Dr. Jones is an experienced District leader with a proven track record tied directly to the critical changes being made under Seattle Excellence, our five-year strategic plan, where we are focused on supporting Students of Color who are furthest away from educational justice. Students will benefit from his decade of work on racial equity. Providing Dr. Jones with two additional months to establish and work with his administrative team will benefit students as the District addresses issues relating to a return to in-person instruction and prepares for the start of the school year in September 2021.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No.1005 (Responsibilities and Authority of the Board), provides that the Board shall hire a Superintendent.
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

This action implements Board Policy Nos. 1005 (Responsibilities and Authority of the Board) and 1640 (Responsibilities and Authority of the Superintendent).

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was not discussed at a Board Committee meeting.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, the Board President and Chief Legal Counsel will sign a Mutual Early Separation Agreement with Superintendent Juneau, and Dr. Jones's official start date as Interim Superintendent will be established as May 1, 2021.

**13. ATTACHMENTS**

- Mutual Early Separation Agreement (for approval)

## Mutual Early Separation Agreement

This Mutual Early Separation Agreement (“Agreement”) is made by and between Seattle School District No 1 (“District”) and Denise Juneau (“Juneau”) [collectively referred to as “the Parties”].

### A. RECITALS

WHEREAS,

1. Juneau is the Superintendent for the District.
2. Juneau is employed under a Superintendent Employment Agreement dated April 25, 2018 (“Employment Agreement”), which includes Amendment No. 1, dated June 7, 2018; Amendment No. 2, dated September 4, 2019; and Amended Exhibit A, dated September 4, 2019. The Employment Agreement expires on June 30, 2021.
3. The District has entered into an Interim Superintendent’s Employment Agreement with an Interim Superintendent, which provides in part: “The official start date of the Interim Superintendent shall be July 1, 2021, but may commence earlier should the Superintendent position become vacant.”
4. The Parties enter into this Agreement to mutually agree that Juneau’s Employment Agreement will end earlier than July 1, 2021, upon the terms and conditions contained in this Agreement.

In exchange for mutual consideration, the Parties agree as follows:

### B. AGREEMENT AND RELEASE

1. End of Employment Agreement. The Parties agree that the Employment Agreement shall be amended so that it ends on April 30, 2021 at 11:59 p.m. Signatures on this Agreement are part of and considered an approved amendment to the Employment Agreement. Juneau agrees that by signing this Agreement she is giving up all contract and statutory employment rights as Superintendent after April 30, 2021.
2. Severance Payment. The District agrees to pay Juneau the following amounts: (a) two months of wages based on her current annual salary of \$300,900, or \$50,150 (\$25,075 x 2), subject to normal withholdings for taxes; (b) \$4,000 in the form of a 1099-miscellaneous payment to assist in purchasing health insurance coverage after April 30, 2021; and (c) a \$10,030 payment into Juneau’s designated 403(b) account (4% x \$300,900

x 10/12). The 403(b) contribution will be made on or before April 30, 2021 and the other payments shall be made on or before July 1, 2021.

3. Employment Agreement Payments. The Parties agree that after April 30, 2021, with the exception the Severance Payment in Section B.2 and vacation and sick leave cash out (if eligible), no other benefits or payments are due under the Employment Agreement, including but not limited to any car allowance payment or professional association payments. The Parties agree that Juneau may cash out her vacation leave balance as other non-represented employees may do at separation, as provided for in the Compensation Bulletin for Non-Represented Staff. The Compensation Bulletin will allow Juneau to cash out up to 480 hours. This section is considered an amendment to Juneau's Employment Agreement.
4. Agreement to Not Challenge Unemployment. The District will not contest any claim that Juneau may make for unemployment compensation. If asked by the State Employment Security Department, the District will state that Juneau resigned as specified in Section A, above. If benefits are denied and Juneau files an appeal, the District will not contest the appeal.
5. Release and Waiver of Known and Unknown Claims. In consideration of the promises made by the Parties in this Agreement, the Parties hereby release and waive any and all claims against each other, real or potential, known or unknown, that arise out of or are related to the employment relationship between the Parties or the ending of that employment. This Agreement applies to acts or omissions occurring prior to the date of execution of this Agreement, including but not limited to claims for violation of any provision in Juneau's Employment Agreement, including bonus payments, retention compensation, lost retirement benefits, sick leave or vacation accruals, lost holiday pay, vehicle per diem pay, or lost 403(b) payments.

This release also applies to all possible claims of discrimination or retaliation or other violations of federal, state, or local laws relating to discrimination, equal employment opportunity, or civil rights; claims for violations of the federal Age Discrimination in Employment Act, as amended (29 U.S.C. §§ 621-634); and any other tort, contract, statutory, constitutional, or public policy claims of any kind. This waiver does not apply to future claims for retirement benefits accrued during Juneau's employment and/or for workers compensation claims that may not manifest until after Juneau's employment officially ends with the District. This Release does not apply to claims that fall within RCW 43.09.330. For the purposes of this Agreement, "the District" includes past, present, and future District officers, employees, board members, agents, attorneys, and other District representatives. In addition, the Parties agree and

covenant that they will not file any administrative or agency complaints, claims for damages, or lawsuits in any court against the other Party, unless needed to enforce this Agreement.

6. Further Clarification of Waiver and Release. In relation to the release of claims set forth in Section B, Juneau further agrees:
  - a. She has carefully read the entire Agreement including the provisions specifically related to the release and waiver of claims;
  - b. She understands the Agreement, including the provisions specifically related to the release and waiver of claims;
  - c. She has been advised in writing (in this Agreement) to consult with an attorney about the terms of this Agreement and she has had the opportunity to consult with an attorney about the terms of this Agreement;
  - d. She does not waive any rights or claims that arise after the date upon which this Agreement is executed; and
  - e. She is aware that this Agreement grants her a financial payment as a severance payment, but in exchange, she agrees to waive and release certain rights and/or do certain things that she is not otherwise required to do.
7. Twenty-One-Day Consideration Period. Juneau acknowledges that she has been given the opportunity to consider this Agreement for twenty-one (21) days in accordance with the Older Worker's Benefit Protection Act and accepts this Agreement in its present form.
8. Seven-Day Revocation Period. Juneau acknowledges that following the date the Agreement is signed by her, she has seven (7) days to revoke the same by personally notifying the Assistant Superintendent for Human Resources in writing of her revocation before the seven (7) day revocation period expires.
9. No Admission of Liability. By entering into this Agreement, neither Juneau nor the District admits to any wrongdoing or fault or liability, except the obligations arising from the terms of this Agreement.
10. Governing Law. The terms of this Agreement shall be construed in accordance with and governed by the statutes and common laws of the State of Washington. Any disputes now or hereafter arising in connection with the execution and/or operation of this Agreement shall be determined in Superior Court in King County, Washington.
11. Opportunity to Review Agreement with Representatives. Both parties have had the opportunity to review this Agreement with their respective representatives (attorneys or otherwise) and now execute this Agreement

knowingly and voluntarily with full knowledge and understanding of its contents.

12. Entire Agreement and Representations. This written Agreement constitutes the entire understanding between the parties. Juneau agrees that she has not relied upon any representations by the District prior to signing this Agreement that are not included herein. Juneau understands that any representations not included in the Agreement are not enforceable.

SUPERINTENDENT

SEATTLE SCHOOL DISTRICT NO. 1

\_\_\_\_\_  
Denise Juneau  
Superintendent

\_\_\_\_\_  
Chandra N. Hampson  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Gregory C. Narver  
Chief Legal Counsel

Date: \_\_\_\_\_