### SCHOOL BOARD ACTION REPORT



**DATE:** February 5, 2021

FROM: Chandra Hampson, School Board President

**For Introduction:** February 10, 2021 **For Action:** February 24, 2021

#### 1. TITLE

Hiring of Dr. Brent C. Jones as Interim Superintendent and approval of Interim Superintendent's Employment Agreement

#### 2. PURPOSE

This Board Action Report approves the hiring of Dr. Brent C. Jones ("Dr. Jones") as Interim Superintendent for Seattle School District No. 1 ("District") and approves an Interim Superintendent's Employment Agreement ("Agreement") between Dr. Jones and the District, which was negotiated by Board President Chandra Hampson and Dr. Jones. The Board Action Report also authorizes Director Hampson to sign the Agreement.

#### 3. RECOMMENDED MOTION

I move that the School Board hire Dr. Brent C. Jones as Interim Superintendent with an official start date of July 1, 2021, based on the terms of the Interim Superintendent's Employment Agreement for Dr. Jones, as attached to this Board Action Report, and authorize Board President Chandra Hampson to take the necessary steps to sign and implement the Agreement.

#### 4. <u>BACKGROUND INFORMATION</u>

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. State law and district policy require that the Board hire the Superintendent. RCW 28A.400.010; Board Policy No. 1005.

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. After June 30, 2022, the Board anticipates that the District will hire and employee Dr. Jones in another, yet to be determined, executive position.

b. **Alternatives.** Not approve the hire and the employment contact. This is not recommended. In addition to the importance of a deep and thorough engagement of community members for a permanent Superintendent, to which the Board is wholly committed, the Board must also appoint a new District 4 Director on or before April 7, 2021. The District continues to operate during a pandemic, faces budget constraints, and

faces challenging decisions regarding a return to school and funding for such return. A smooth transition in the Superintendent position is a high priority. Delaying the approval of Dr. Jones' employment contract and hire puts the Board at risk of not having a qualified Superintendent in place ready to assume the leadership role upon Superintendent Juneau's departure. This is not in the best interest of the District from either a fiscal or a human capital perspective. The Board also does not want to lose Dr. Jones as its candidate.

c. **Research**. The Superintendent Employment Agreement is based on prior District Superintendent employment contracts, and upon negotiations with Dr. Jones.

#### 5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$327,600, plus District provided car allowance, health, and retirement benefits.

The revenue source for this motion is general fund dollars.		
Expenditure:    One-time    Annual    Multi-Year    N/A		
Revenue:		
6. <u>COMMUNITY ENGAGEMENT</u>		
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. <u>EQUITY ANALYSIS</u>

An equity analysis for hiring Dr. Jones as the Interim Superintendent is attached. In summary, Dr. Jones is 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

The selection of Dr. Jones as Superintendent will have numerous positive impacts for all 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. Dr. Jones has the leadership and administrative skills to advance the development of the District's strategic plan, including its focus on educational equity for African American male students. Dr. Jones is a product of Seattle Public Schools, a reflection of the change our students demand and deserve. He is an individual committed to continuous growth and improvement, both as an individual and as an institutional leader. He represents both the stability that District students need, and the change the students at the heart of the District's Strategic Plan demand.

#### 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 decision to negotiate an employment contract with Dr. Brent Jones was discussed and voted on by the full School Board at a regular legislative meeting on January 27, 2021.

#### 12. <u>TIMELINE FOR IMPLEMENTATION</u>

Upon approval of this motion, Board President Chandra Hampson will sign the Agreement on behalf of the Board. Dr. Brent Jones will be hired and will take over official duties as Superintendent on July 1, 2021, unless an earlier date is set by the Board.

#### **ATTACHMENTS** 13.

- Superintendent Employment Agreement (for approval)Equity Analysis

#### SEATTLE SCHOOL DISTRICT NO. 1

#### INTERIM SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Interim Superintendent's Employment Agreement ("Agreement") is entered into by and between the Board of Directors ("Board") of Seattle School District No. 1 ("District") and Dr. Brent C. Jones ("Interim Superintendent"). In accordance with the Board's action of [date], 2021, the District hereby employs the Interim Superintendent as the Superintendent of Schools for the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board and Interim Superintendent (collectively referred to as the "Parties") agree as follows:

#### 1. TERM

This Agreement shall be effective upon execution of both Parties and shall expire on June 30, 2022. The official start date of the Interim Superintendent shall be July 1, 2021, but may commence earlier should the Superintendent position become vacant. Should the vacancy occur before the July 1, 2021, the official start date shall begin immediately upon such vacancy. Should the Board determine that the services of the Interim Superintendent are needed beyond the June 30, 2022 expiration date, the Board agrees to commence negotiations with the Interim Superintendent at least thirty (30) days before June 30, 2022.

#### 2. POWERS AND DUTIES

- A. In accordance with state law, including RCW 28A.400.010 and RCW 28A.400.030 and the rules, policies, and procedures as established by the Board, including Board Policy No. 1640 (Responsibilities & Authority of the Superintendent), the Interim Superintendent shall serve on a full-time basis and have charge of the administration of the schools; shall be the chief executive officer and chief administrative officer of the District and official secretary for the Board; shall direct and assign teachers, principals, and other employees of the schools under the Interim Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select, place, and transfer personnel; shall implement and from time to time suggest and recommend the adoption or amendment of policy or procedure deemed necessary for the well ordering of the District; and, in general, the Interim Superintendent shall perform all duties incident to the Office of the Superintendent and carry out such other duties and directives as may be prescribed by the Board from time to time, all subject to the approval of the Board to the extent required by law. Without the written consent of the Interim Superintendent, the Board shall not reassign the Interim Superintendent to another position in the District and it shall not reassign the Interim Superintendent's duties to other employees in the District.
- B. The Interim Superintendent shall devote his entire time, attention, and energy to the business of the District and related professional activities. The Interim Superintendent is an exempt employee and is expected to work weekends and evenings, in addition to

normal work week hours. With prior approval of the Board President, the Interim Superintendent may engage, with or without honorarium, in consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, up to a maximum of five (5) days per year (unpaid leave shall be used on these days if the Interim Superintendent is being paid an honorarium), provided each undertaking does not interfere with, or create a conflict with his performance of his duties under this Agreement or violate any Board policy, including Board Policy No. 5251 (Ethics).

## 3. BOARD/INTERIM SUPERINTENDENT COMMUNICATIONS AND RELATIONSHIP

The Board, individually and collectively, shall refer to the Interim Superintendent for his study, review, recommendations or actions, all significant complaints and suggestions that are brought to their attention or that each Board member may have regarding the operation of the District or the performance of the Interim Superintendent. Communications between the Parties will follow Board policies, including Board Policy No. 1220 (Board Officers & Duties of Board Members) and Board Policy No. 1620 (Board-Superintendent Relationship). The Interim Superintendent and Board will collaborate to promote consistent, transparent, open and honest communication between them. The Interim Superintendent will use his best efforts to ensure that the Board has independent and necessary support from the Board office. The Interim Superintendent and the Board will collaborate on District communications to ensure that Superintendent and Board messaging are aligned, even when those communications express divergent points of view. The Interim Superintendent and the Board will work together in good faith to collaborate on decision-making, and will seek input as appropriate from students, families, and labor partners to promote authentic community engagement.

#### 4. EMPLOYMENT PROVISIONS

- A. The Interim Superintendent shall receive an annual base salary of \$315,000 or (\$26,250/month). All cost of living adjustments for staff for the 2021-22 school year are already included in the annual base salary amount.
- B. The Interim Superintendent shall receive the same medical, dental, disability, and vision insurance benefits, as provided to other non-represented classified supervisory personnel. The Interim Superintendent shall be allowed twelve (12) sick leave days, two (2) personal leave days, and other fringe benefits as are provided to other non-represented classified supervisory personnel, including a District contribution to the Department of Retirement system. Accrued and unused sick leave may be cashed out under the same conditions as other non-represented classified supervisory personnel.
- C. The Interim Superintendent shall receive 2.5 days of annual leave per month, exclusive of holidays. Vacation/annual leave taken in a block in excess of three (3) days will require prior notification to and approval by the Board President. At the end of his employment, the Superintendent may cash out up to 240 hours of unused annual leave on the same terms and conditions as other non-represented classified supervisory personnel. Any cash out while Interim Superintendent shall be at the per diem rate listed in Section 4.J.

- D. The Interim Superintendent shall receive twelve (12) paid holidays. The holidays will be set as follows:
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - New Year's Eve Day
  - New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Memorial Day
- E. The Interim Superintendent will be entitled to the use of District provided electronic devices to perform his duties, including but not limited to a District-provided smartphone, laptop, tablet, and computer, all for official business in accordance with law and District policy.
- F. In lieu of expense reimbursement for in-District travel on District business, the Interim Superintendent shall receive \$700 per month for operation of a personal automobile for work-related travel within the school system and community. Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the Interim Superintendent. Any use of a personal vehicle for travel on District business outside of the District shall be reimbursed in accordance with District policy and regulations for reimbursement. The Interim Superintendent understands that this is a taxable benefit.
- G. The Board expects the Interim Superintendent to continue to engage in activities for his professional growth. Therefore, the District will pay the Interim Superintendent's dues in two (2) educational professional associations and for the expenses of attending the meetings and conferences of those professional associations. Membership in other professional organizations shall be subject to the approval of the Board President. The time spent by the Interim Superintendent in attending meetings of the approved professional associations will be part of the Interim Superintendent's normal business and shall not be considered personal or vacation time. The Board expects the Interim Superintendent to participate in civic and community organizations, and as a result, the District shall pay for the annual dues for the Interim Superintendent to be a member of two (2) civic or community organizations. Paying for additional civic or community organization dues shall be subject to approval of the Board President, which approval shall not be unreasonably withheld.
- H. On June 30, 2022, the District shall make a contribution to the Interim Superintendent's 403(b) Tax Sheltered Annuity ("TSA") Plan of his choosing in the amount of 4% of his

base salary (e.g.,  $.04 \times \$315,000 = \$12,600$ ). This contribution will not be reported to the Washington State Retirement System as salary compensation. The TSA payment shall not be prorated in the event of termination or the Interim Superintendent's departure prior to June 30, 2022.

- I. The Interim Superintendent agrees that, during the term of the Agreement and after the Agreement expires or is terminated, at the District's request, he will participate in and provide the District assistance in preparing for any administrative, judicial, or other hearing to defend any decisions made by the Interim Superintendent or the District during the term of the Agreement. After the Agreement expires or is terminated, the Board and the Interim Superintendent agree that the Interim Superintendent will be paid for such participation at the per diem rate of pay listed in Section 4.J, with a 4-hour minimum, plus reasonable travel expenses, if necessary.
- J. The per diem rate of pay for the Interim Superintendent shall be based on the following formula: (Annual Base Salary/2,080 hours per year x 8 hours per day).

#### 5. TRANSITIONAL WORK

The Board and the Interim Superintendent agree that the Interim Superintendent will work and be paid for up to fifteen (15) days of transitional work at his per diem rate of pay listed in Section 4.J, prior to June 30, 2021, for days worked, as agreed upon and approved in advance by the Board President.

#### 6. EVALUATION

The Board agrees to evaluate the Interim Superintendent under Board Policy No. 1630 (Evaluation of the Superintendent). The Parties agree that Board Policy No. 1630 allows the Board to establish the evaluative criteria. The Parties further agree that because this is essentially a one-year employment contract, they will use Board Procedure 1630BP as a guide, but agree that more streamlined goals and evaluative criteria may be used by the Parties. The Parties agree that the evaluation goals and criteria will be brought before the Board before November 30, 2021.

#### 7. TERMINATION; SEVERANCE PAY

- A. This Agreement may be terminated by:
  - 1. Mutual agreement.
  - 2. Retirement, provided the Interim Superintendent gives the Board at least six months' notice of the proposed retirement.
  - 3. Resignation, provided the Interim Superintendent gives the Board at least six months' notice of the proposed resignation, or one month's notification in the case of a disabling medical condition as defined below.

- 4. "Disabling medical condition." In the event the Interim Superintendent develops a medical condition supported by credible medical evidence that prevents him from completing his functions as described in this Agreement, and receives advice from a medical expert that the continuation of his services as Interim Superintendent would further jeopardize his health and well-being, he shall be entitled to resign by providing one month's notice as described above.
- 5. A permanent disability that makes the Interim Superintendent unable to perform the duties of superintendent. For the purpose of this Agreement "permanent disability" means a medically determinable physical or mental impairment of the Interim Superintendent, which (1) results from the Interim Superintendent's sickness or injury; (2) requires the regular care of a medical doctor, for which the Board may require a doctor's report as proof; and (3) for a period of four (4) consecutive months prevents the Interim Superintendent from performing the substantial and material duties of superintendent. The existence of a permanent disability shall be based on a medical opinion from a physician acceptable to both the Interim Superintendent and the Board or a determination by the federal Social Security Administration. In the event the Parties are not able to agree on the choice of a physician, each shall select a physician who, in turn, shall select a third physician to render such medical opinion. The District shall pay all costs relating to the determination of whether the Interim Superintendent has incurred a permanent disability. This provision shall not preclude the District and Interim Superintendent from engaging in the interactive process to determine whether a reasonable accommodation could be provided to permit the Interim Superintendent to perform the essential functions of the position.
- 6. The Board may terminate without cause the Interim Superintendent's employment with the District at any time prior to the expiration of this Agreement. If the Board exercises this option to terminate, the District shall pay the Interim Superintendent, as severance pay, all compensation owed to him through June 30, 2022. In the event of a termination under this provision, the Interim Superintendent shall be entitled to COBRA benefits, and the District shall pay the costs of such benefits through June 30, 2022. Any severance payment under this provision, shall be paid in equal monthly installments. No other benefits or compensation will be paid, which includes all other benefits and payments listed in Section 4.
- 7. The Board may terminate the Interim Superintendent's employment if it determines, in its sole discretion, that probable cause exists. Probable cause includes, but is not limited to, violation of the conduct, behaviors, or actions listed in the District's Policy on Unprofessional Conduct of Staff (Policy No. 5006) and Staff Disciplinary Action and Discharge (Policy No. 5281).

The Board shall not terminate this Agreement under this provision until a written statement of the cause for termination, including the underlying facts giving rise thereto, has first been delivered to the Interim Superintendent. The Interim Superintendent shall then be entitled to a conference in executive session with the

Board, at which time the Interim Superintendent shall be given a reasonable opportunity to address the written statement of grounds for termination, including the underlying facts. The Interim Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. If the Agreement is terminated for sufficient cause, no compensation or benefits under Section 4 shall be paid or provided after the Board makes a final decision, except for any accrued and unpaid benefits.

All employment rights are governed by this Agreement and the Parties agree that the employment and termination provisions in RCW 28A.400 and RCW 28A.405 are superseded by this Agreement and are not applicable.

#### 8. Death.

- B. Additional Circumstances Warranting Severance Pay: If a termination under Section 7.A.7 is determined to lack probable cause, the District shall pay the Interim Superintendent severance pay as set forth in this Section 7.A.6 and shall reimburse him for any reasonable attorney's fees and legal costs the Interim Superintendent expended to challenge such actions.
- C. By written notice to the Interim Superintendent, the Board may terminate this Agreement at any time after the Interim Superintendent has been absent from performing the duties under this Agreement for whatever cause for a continuous period of four months. All obligations of the Board shall cease upon such termination, except for the Interim Superintendent's right to remain in inactive employment status and utilize available accrued leave. The Board reserves the right to require the Interim Superintendent to submit to a medical examination, either physical or mental, when the Board reasonably questions the Interim Superintendent's medical fitness for duty. In such a case, the procedures in Section 7.A.5 shall be followed.

#### 8. INDEMNIFICATION

As provided in School Board Policy No. 6530 (Insurance) and to the fullest extent provided by law, the District shall defend and indemnify the Interim Superintendent against claims or actions against him arising out of an act or omission occurring within the scope of his employment. This defense and indemnification obligation shall apply to any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative commenced by any third party against the Interim Superintendent for any acts, omissions or conduct while acting as Interim Superintendent or while otherwise acting as a District employee.

#### 9. MISCELLANEOUS

- A. If any provision of this Agreement should be found contrary to law, the remainder of the Agreement shall continue in effect.
- B. This Agreement constitutes the entire understanding and agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof.

It also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof. There are no additional verbal or written agreements that add to, subtract from, or modify the terms thereof.

- C. If any dispute, proceeding, or lawsuit related to the Interim Superintendent's employment under this Agreement ("Dispute") arises, the Parties shall seek to resolve the Dispute through mediation. Either party may give written notice to the other party. The Parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from Judicial Dispute Resolution or another mutually agreeable mediation service if they have been unable to agree upon such appointment within ten (10) working days following submission of the Dispute to mediation. The Parties shall seek in good faith to commence the mediation not later than thirty (30) days after the notice of mediation is delivered.
- D. Any suit or action relating to this Agreement shall be brought exclusively in King County, Washington in either federal or state court. In any such action, the substantially prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the other party.
- E. Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and sent by mail to the residence of the Interim Superintendent or to the President of the Board at District offices or hand delivered to the Interim Superintendent or President, as applicable.
- F. This Agreement may be altered, amended, or terminated on terms arrived at by mutual written consent of the Parties hereto.

INTERIM SUPERINTENDENT	SEATTLE SCHOOL DISTRICT NO. 1
Dr. Brent C. Jones	Chandra N. Hampson
Interim Superintendent	President, Board of Directors
Date:	Date:
	Attest:
	Gregory C. Narver
	Chief Legal Counsel
	Date



Rev. 4/7/19

#### Seattle Public Schools Strategic Plan

Theory of Action: When we focus on ensuring racial equity in our educational system, unapologetically address the needs of students of color who are furthest from educational justice, and work to undo the legacies of racism in our educational system...

#### By:

- Allocating resources strategically through a racial equity framework
- Delivering high-quality, standards-aligned instruction
- •Creating healthy, supportive, culturally responsive environments from the classroom to central office
- Directly and consistently working in partnership with families and communities who represent students of color who are furthest from educational justice; and
- Making clear commitments and delivering on them

Then we will eliminate the opportunity and achievement gaps and every student will receive a high-quality, world-class education.

#### In Seattle Public Schools We Agree:

- That in order to eliminate racial inequities, it is essential that race be clearly called out and institutional racism be addressed within our own organization as well as in the broader systems with which we interact.
- To explore and develop a shared understanding relating to racial equity, and we also recognize that we are all at different places as individuals, programs, departments and school communities. We are committed to move forward with a focus that is intentional and strategic within our organization. We will openly share challenges, successes and lessons learned to help move the sum of our race equity work forward.
- To have collective buy-in to racial equity best practices, we will each take responsibility for using the racial equity tool and take a learner stance. Accountability for implementation and use within our own organization and to our respective communities (children, students, families and schools) will be essential.
- To approach racial equity analyses from an evaluative / continuous improvement perspective, as opposed to a **check list**. We will seek to strengthen programs, policies and procedures until racial inequities are eliminated.
- That if the strategy, practice, policy, or procedure works for our most vulnerable communities, it works for everyone. The reverse however, is not true.
- That we will not let the perceived barriers such as (time, agendas, schedules, etc.) prevent us from interrupting patterns of racial inequity within our schools, our departments and programs.



Rev. 4/7/19

#### **Ensuring Educational and Racial Equity School Board Policy #0030**

Racial Equity Analysis: The district shall review existing policies, programs, professional development and procedures to ensure the promotion of racial equity, and all applicable new policies, programs and procedures will be developed using a racial equity analysis tool.

#### STEP 1: Set Outcomes, Identify and Engage Stakeholders

Leadership sets key racially equitable outcomes and engages stakeholders (SPS staff and community members.)

- 1. What does your department/division/school define as racially equitable outcomes related to this issue? A racially equitable outcome in a Superintendent hiring process would come of finding a leader with demonstrated capacity 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.
- 2. In order to engage students, families and community of color in authentic, consistent and representative ways as we seek our next leader, we will need time, space and iteration. As such, the appointment of an interim, particularly one that does not seek to become the Superintendent, will afford said time and space to engage in real and meaningful ways. We seek to find our next Superintendent in close collaboration with students, families and community furthest from educational justice.
- 3. How will leadership communicate key outcomes to stakeholders for racial equity to guide analysis? What this particular proposal puts forward is the need to bring forward a qualified, experienced, racial equity focused interim superintendent candidate to provide stability to our district during our many upcoming transitions, including that of Superintendent hire. One of the biggest criticisms during prior Superintendent hiring processes was the lack of community involvement. In selecting an interim who is both of community and an experienced SPS district administrator and dedicated to bridging and healing of said intersection we will help the Board reach into community, particularly communities most marginalized and of highest unmet need and ensure their centered and engaged voice in the recruitment, review and hiring process.
- 4. Our appointed interim will be a key partner in supporting our work to collaborate with communities of color as we jointly discover the best process, approach and individual relationship necessary to support moving the District toward a racially equitable and just future.
- 5. How will leadership identify and engage stakeholders: racial/ethnic groups potentially impacted by this decision, especially communities of color, including students who are English language learners and students who have special needs? The Seattle School Board will invest time and human capital in direct and iterative engagement with current, known and

#### STEP 2: Engage Stakeholders in Analyzing Data

Stakeholders (SPS staff and community members) gather and review quantitative and qualitative disaggregated data and specific information to determine impacts or consequences.

1. How will you collect specific information about the school, program and community conditions to help you determine if this decision will create racial inequities that would increase the opportunity gap? An ideal hiring process would include *direct* engagement between community groups and candidates over a period of time during which we would collect responses to survey data regarding candidate experience, track record and stated commitment to gap closure but with heavy focus on prior experience in systems change.



Rev. 4/7/19

2. Are there negative impacts for specific student demographic groups, including English language learners and students with special needs? Any change in leadership could prospectively result in worse outcomes for students furthest from educational justice as an unintended consequence. The District's history has not been one of success in gap closure. As such, more opportunity than threat remains in the potential for success in this matter.

## STEP 3: Ensuring educational and racial equity /Determine Benefit or Burden Stakeholders (SPS staff and community members) collaborate to analyze how this policy/decision/proposal/initiative/budget issue will increase or decrease educational and racial equity.

- 1. What are the potential benefits or unintended consequences? As stated above, leadership changes create many opportunities for unintended consequences. However, at this particular time, within the context of ongoing inequities and the exacerbating pandemic, we are in dire need of significant cultural, programmatic and service delivery redesign with a clear focus on racial equity.
- 2. What would it look like if this policy/decision/initiative/proposal ensured educational and racial equity for every student? A Superintendent with strong enough leadership and skill basis to operationalize truly racially equitable provision of education services would ultimately have closed gap such that, as stated in policy 0030, race is no longer a determining factor in "achievement" across a broad array of indicators.

# STEP 4: Evaluate Success Indicators and/or Mitigation Plans Stakeholders (SPS staff and community members) identify ongoing measures of success or mitigation plans for negative impacts

- 1. How will you evaluate and be accountable for making sure that the proposed solution ensures educational equity for all students, families and staff? If the level of involvement is sufficient, our school communities should broadly see themselves reflected in the choice of leader and ultimately, therefore, in their students' success. Whether this is measured directly via survey metrics or a general sentiment of "hope" and desire to return to school is to be determined.
- 2. What are specific steps you will take to address impacts (including unintended consequences), and how will you continue to partner with stakeholders to ensure educational equity for every student? This is probably the most important question, how do the relationships built during the search and hiring process result in consistent and ongoing feedback loops and engagement as well as accountability? How is the search process the beginning rather than an end.

#### After conducting the analysis, reflect and discuss:

What are the lessons learned? This analysis will be critical to the Superintendent hiring process.

What resources are needed to make changes? A well-resourced, staff and time primarily, and lengthy search will pay dividends in prospectively finding a longer-term leader. The more time we take to do this well, the more likely we are to have our fiscal investment be a cost neutral one at the end of the day.



Rev. 4/7/19

What are the next steps? Design the process for engagement, search and re-engagement with candidates before hiring. Reengaging with this process (racial equity tool), throughout the process and conferring with the Equity Partnerships and Engagement as to any appropriate modifications to the tool for Board use, particularly as we are using for a hiring process versus programmatic.