

Board & Administrator

FOR SCHOOL BOARD MEMBERS

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Resist texting superintendent, colleagues over contentious issues

While text messaging is a convenient way to communicate with your superintendent and colleagues, school board members should think twice before hitting “send.” This is especially true when involved in a heated discussion regarding a controversial topic.

On May 19, 2022, during a board meeting for the San Dieguito Union High (Cal.) School District, a resident read aloud text messages from Board Trustee Michael Allman to Superintendent Cheryl James-Ward. In the profanity-laced messages, Allman demanded that James-Ward fire a teacher who disciplined a student for failing to wear a face mask correctly in class. Because James-Ward filed a harassment complaint against Allman, those messages will also be investigated by an independent investigator.

Don't make a similar mistake. If you plan to communicate with your superintendent or a colleague regarding a controversial topic, avoid sending text messages, emails, and the like. Instead, consider scheduling an in-person meeting to discuss concerns after you both have cooled off.

Additionally, steer clear of your smartphone when tensions are running high to help you avoid sending your superintendent or another board member unprofessional or inappropriate messages while you are upset or agitated. While some messaging apps allow you to delete or “unsend” your messages to others, most smartphones allow recipients to take screenshots of the conversation if they catch the messages before they are deleted. ■

Avoid temptation to rush superintendent selection process

A school board that hires a new superintendent without conducting a thorough search may be doing a disservice to itself, the new hire, and the community.

This is especially true when the board previously committed to considering multiple candidates for the position. In such instances, the rush to sign an interim superintendent, a district administrator, or other individual to a multiyear contract can suggest that the board is more concerned with filling the vacancy than finding the right individual to lead the district.

The public's perception of the hiring process can

be critical to the new superintendent's job performance. A community that feels excluded from the decision-making process will have less trust in the board's new hire. Even if the individual selected for the position is the ideal candidate, it can take years for the public to warm up to the new superintendent — if they accept him at all. Community members may also scrutinize decisions made by the superintendent and the board, resulting in strained relationships and feelings of mistrust.

It's no secret that finding a superintendent can be a challenge, especially during an era of nation-

wide personnel shortages. However, a board's rush through the selection process — even with the best of intentions — can hinder the new superintendent's ability to perform her duties effectively. The better course of action is to conduct a thorough

search for potential superintendents, consider the strengths and weakness of each candidate, and be transparent about the process. Taking a little more time at the beginning of the search will lead to better outcomes for all involved. ■

Checklist to cover all bases in separation agreement

All school boards should prepare for superintendent turnover. Use this checklist of terms that are frequently included in superintendent separation

agreements. Make sure your board considers each term, and review with district counsel before signing on the dotted line.

Check each box after each contract term is considered	Terms for negotiation
☐	Amount of base salary and other compensation to continue as severance
☐	Length of time to receive severance
☐	Amount of terminal pay for accrued vacation and sick leave
☐	Scope of retirement system payments
☐	Extent of health insurance coverage
☐	Release of legal claims and liabilities against the district
☐	Release of claims district may have against the superintendent
☐	Severability clause stating that if any provision is ruled unenforceable, the remainder of the provisions remain in effect
☐	Obligation for payment of attorney's fees and costs related to contractual negotiations
☐	Extent of future cooperation of superintendent to assist with claims, investigations, administrative proceedings, or lawsuits which relate to the district and for which the superintendent may possess relevant knowledge or information
☐	Non-disparagement clause for superintendent and board members, including the amount of damages for breach of such clause
☐	Provision for return of district property upon superintendent's termination ■

Consult with superintendent before making public statements

As an elected member of a school board, you may feel a personal responsibility to make a public statement after a serious incident at a district school or involving an enrolled student. You may also believe that responding quickly to the matter may help prevent negative publicity. Before responding to any media inquiries, however, consider consulting with your superintendent on the matter.

On May 24, 2022, a high schooler from Alexandria City (Va.) Public Schools was killed during an off-campus altercation that allegedly involved 30 to 50 students. Following the incident, Superin-

tendent Luis Meija Hernandez wrote a note asking school board members to forward any media inquiries about the incident to the district's communications team. According to Hernandez, he had already instructed the communications team to refrain from using the term "no comment."

Your superintendent may have a similar plan in place for your district. Accordingly, doing your part by checking in with the superintendent, in addition to your colleagues on the board, will ensure everyone presents a unified front and is on the same page. ■