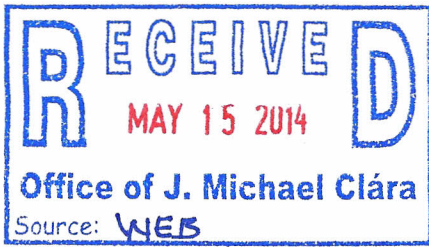


\$ 20,933.00 RAISE

NOTES WRITTEN
BY MICHAEL CLARA



EMPLOYMENT CONTRACT
BETWEEN
McKELL WITHERS
AND
THE BOARD OF EDUCATION OF
SALT LAKE CITY SCHOOL DISTRICT

This Employment Contract ("Contract") made and entered into this 6th day of May, 2014, by and between the Board of Education of Salt Lake City School District ("the Board") and McKell Withers ("Superintendent").

As per Utah Code 53A-3-~~301~~ 301

1. TERM

The Superintendent works for the Board of Education - NOT the other way around.

The Board hereby appoints and Superintendent hereby accepts employment as the Superintendent of Salt Lake City School District ("the District") for a term of two years commencing July 1, 2014, and ending June 30, 2016.

See Utah Code 53A-3-301
NO AUTOMATIC RENEWAL

2. PROFESSIONAL LICENSE AND RESPONSIBILITIES OF SUPERINTENDENT

A. License. Superintendent shall hold a valid Administrative License issued by the State of Utah.

Accept or act in accordance with a rule, decision etc... obey, follow, uphold etc..

B. Duties of Superintendent. Superintendent shall faithfully perform the services prescribed by the Board whether such services are specifically described in this agreement or in a general job description and abide by the policies, rules, and regulations established by the Board, the Utah State Board of Education, and the Utah State Legislature. Superintendent shall:

OOPS!
See Desert News:
Grades for Utah
Schools Bring
Strong Reaction
From Parents and
Educators
(Sept. 3, 2013)

- (1) have charge of the administration of the schools under the direction of the Board;
- (2) be the chief executive officer of the Board;
- (3) direct and assign teachers and other employees of the District under his supervision;
- (4) organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Board, subject to the approval of the Board;
- (5) select all personnel, subject to the approval of the Board;
- (6) from time to time, suggest regulations, rules and procedures deemed necessary for the well-being and order of the District; and
- (7) in general, perform all duties incident to the office of Superintendent and such other duties as prescribed by the Board.

In the July 2013 School Board meeting, the Supt. claimed this was not our role as members of the Board.

The Board, individually and collectively, shall promptly refer all criticism, complaints, and suggestions called to its attention to Superintendent for study and recommendation.

I haven't seen this happen.

Attend, not interrupt and
+ tell board members to
be quiet!

Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendation on each item of business considered by each of these groups

C. **Outside Activities.** Superintendent shall devote his time, attention, and energy to the business of the District. However, on his own time, he may serve as a consultant to other districts or educational agencies, lecture, and engage in other activities of a short-term duration at his discretion. Superintendent shall be solely responsible for any expenses attendant to the performance of such outside activities. - This should be conducted on his personal or vacation time.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of Superintendent through his participation, as he might decide in light of his responsibilities, in the following:

- operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school boards association;
- seminars and courses offered by public or private educational institutions;
- informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the Board.

4. COMPENSATION

\$ 20,933.00
RAISE

Last year
Salary was
\$ 180,661.00

A. **Salary.** The Superintendent shall be paid an annual salary of \$201,594.00. This amount shall increase each year beginning July 1, 2014, by the amount of any cost of living increase received by other administrators. The Board and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall Superintendent be paid less than the initial salary above. Other than the cost of living increases, any adjustment in salary made during the life of this contract shall be in the form of a written amendment signed by both parties and shall become part of this contract, but it shall not be deemed that the Board and Superintendent have entered into a new contract or that the termination date of this contract has been extended.

Previous contracts,
stated BOARD
APPROVAL, as
per policy + law
are individual
board member does
not have this kind
of authority

B. **Benefits.** Superintendent shall be entitled to 20 days of vacation each fiscal year. Superintendent may be paid for up to (10) days of unused vacation with prior approval from the Board President. Any additional unused vacation days will not accrue to the next fiscal year. Superintendent shall be entitled to five (5) paid personal leave days each fiscal year. Superintendent shall be entitled to the same medical and dental insurance benefits provided to the Board. Superintendent shall also be entitled to all other benefits received by 12 month administrators including disability and life insurance, sick leave and wellness incentives, longevity pay, retirement, and all other insurance and benefits.

Supt. is
involved
in the
negotiations
for this
group.

This gives the
Superintendent
FREE HEALTH
Insurance

The he should pay
for his insurance like
all other administrators

\$ 7,155.00
Wellness
STIPEND

Really?
His insurance
is free!

\$3,577

- ① on going flex option
- ② on going reduce 401K
- ③ other stipends
- ④ State Salary Bonus
- ⑤ \$4,208 for PhD Annual
- ⑥ Longevity Pay

Once Superintendent qualifies for state retirement benefits, upon leaving the District Superintendent may choose to receive the District's early retirement benefit until Superintendent is eligible for unreduced social security benefits. The District shall contribute an equal amount of insurance premium as is contributed towards active employee insurance. Superintendent shall contribute any insurance premium balance. In the event of the Superintendent's death, prior to reaching the age of unreduced social security benefits, his surviving spouse and legal dependents shall be eligible for this District-paid health insurance benefit until the date when the Superintendent would have reached the age of unreduced social security benefits.

5. EXPENSES

Superintendent shall furnish his own automobile. Travel expenses will be reimbursed in accordance with the same policies and guidelines applicable to other District administrators as approved by the Board and incurred by Superintendent in continuing performance of his duties.

6. EVALUATION *Same language as the prior contract - this DID NOT HAPPEN.*

Annually but no later than November 30th of each year the Board shall evaluate and assess the performance of Superintendent. This evaluation and assessment shall review Superintendent's performance under this agreement and his progress toward goals and objectives established by the Board. It shall include a review of the working relationship among Superintendent, the Board, staff, students, and the community at large and any other matters relevant to the employment of Superintendent. Annually, at least 30 days prior to the time for this evaluation, Superintendent shall advise the Board of its obligation to evaluate him no later than November 30th. This evaluation shall take place in a closed executive session of the Board held with Superintendent.

Prior to the last evaluation the board president sent out an email asking for two things he does well, and two things he needs to improve.

This is a joke! Last years contract had this language in it - He did not notify the Board. - We had a 4 day notice of the evaluation.

REALLY? How a boot

7. NOTICE REGARDING REAPPOINTMENT

This contract does not include any provision for the Superintendent's automatic reappointment beyond June 30, 2016. However, if it is the Board's intent not to reappoint the Superintendent for a two-year term beginning July 1, 2016, then the Board must notify the Superintendent in writing of that decision by January 31, 2016. Should the Board decide not to reappoint the Superintendent and fail to notify him in writing of that action by January 31, 2016, then the Board will provide a one-time separation payment after June 30, 2016, and before July 31, 2016, equivalent to five (5) months' salary.

MEETING GOALS + OBJECTIVES instead of "progress towards"

See Utah Code 53A-3-301 We cannot have a contract with an automatic re-appointment

Really? State Law says NO

8. TERMINATION OF CONTRACT

This employment contract may be terminated under the following circumstances:

- A. By Mutual Agreement of the Parties.
- B. Retirement of Superintendent.

wow! and page #5 - he also sets a 12 month severance

5 Months + 12 Months = 17 Months Severance Pay

AUTOMATIC RENEWAL

but this guy sets paid if we don't notify him prior to expiration of the contract

- C. Disability of Superintendent.** In the event of disability wherein Superintendent is unable to perform the essential functions of his job with or without accommodation, the Board may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of fifteen (15) days. All obligations of the Board shall cease upon such termination.

If a question exists concerning the capacity of Superintendent to return to or perform his duties, the Board may require Superintendent to submit to a medical or mental examination to be performed by a licensed professional. The Board shall appoint the professional who shall conduct the examination and shall pay for all expenses related to the examination. The professional shall submit a report to the Board, which shall be limited to the issue of whether Superintendent has a continuing disability that prohibits him from performing his duties.

- D. For Cause.** The Board shall have the right at any time by written notice to Superintendent to terminate this Contract and discharge Superintendent for cause if any one of the following events shall occur during the employment term:

- (1) Superintendent's conviction in a court of law of a felony, or any crime or offense involving misuse or misappropriation of money or other property; or
- (2) Superintendent's failure or refusal to perform specific directives of the Board, which directives are consistent with Board policy, with applicable law, and within the scope and nature of Superintendent's duties and responsibilities, which failure is not remedied by Superintendent within 30 days after notice; or
- (3) the performance of any willful or intentional act
 - (a) directed toward a child, which would be considered a violation of Utah's criminal code; or
 - (b) considered a felony under Utah's criminal code; or
 - (c) grounds for license revocation by an applicable administrative body such as the Professional Practices Advisory Commission.

Superintendent has the right to written charges. The termination will be effective 30 days after Superintendent receives the written charges in person or by certified mail, but the Board may suspend Superintendent with pay during the 30-day period. Superintendent has the right to notice of hearing and a fair and impartial hearing before the Board during the 30-day period. At any hearing before the Board, Superintendent shall have the right to be present and to be heard, to be represented by counsel at his expense and to present through witnesses any testimony relevant to the issue. Unless otherwise directed by the Board, Superintendent's employment is terminated at the end of 30 days.

In the event of termination for cause, Superintendent shall have no further rights of any kind under this agreement. Nothing in this agreement shall be deemed to limit any other rights and remedies the Board or District may have against Superintendent.

only page 3 - for five month severance

E. Unilateral Termination by the Board. The Board may, at its option, unilaterally terminate this Contract by giving written notice to Superintendent and by paying twelve (12) months compensation and benefits. At the Board's sole discretion, the compensation required by this clause may be paid in a lump sum or in twelve equal monthly payments. During the twelve (12) months after receiving notice of unilateral termination, Superintendent shall perform such duties as the Board may reasonably request, provided they do not conflict with any employment he may accept after notice of unilateral termination.

F. Resignation. If Superintendent no longer believes he can give effective leadership to the District, he may elect to terminate the contract upon 180 days' written notice.

G. Death of Superintendent. In the event of the death of Superintendent, his heirs shall be paid all accumulated earnings including vacation and death benefits provided all other twelve-month employees.

REALLY?

9. RECLASSIFICATION

It is expressly understood and agreed that the Board shall have the right at any time in its sole discretion to reclassify Superintendent to another position within the District for which Superintendent is legally qualified. In that event, Superintendent shall perform all acts and duties incident to the position to which Superintendent is reclassified. However, Superintendent's compensation shall not be reduced below that established by this contract.

10. COMMITMENT TO CONTRACT

Superintendent shall not seek another position without giving notification to the Board and shall serve his full appointment term unless formally released by the Board.

No Timetable
Why Not?

11. SAVINGS CLAUSE


If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

12. MERGER, GOVERNING LAW, AND AMENDMENT


All oral representations are merged into this Contract and it becomes the final agreement between the parties. This agreement shall be subject to the laws of the State of Utah and shall remain in full force and effect until modified in writing by mutual consent of the Board and Superintendent.

SUPERINTENDENT

THE BOARD OF EDUCATION OF
SALT LAKE CITY SCHOOL DISTRICT



McKell Withers



Board President