



J. Michael Clára
Salt Lake City School Board
District Two

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Page | 1 of 4

7 June 2016

Delivered Via Electronic Mail

Heather Bennett, Board President
% Salt Lake City School District
440 East 100 South
Salt Lake City, Utah 84111

Re: Cannibalization of the Salt Lake City School District

Dear President Bennett,

As per your request, I am advising you in advance of tonight's meeting, my reasons why I cannot support the new Superintendent's contract as currently displayed on the consent agenda. Moreover, the manipulative manner in which you have imposed this version of the contract on the Board of Education is not only damaging to the relationship between to the newly appointed Superintendent and the Board, it is a disservice to the residents of Salt Lake City. First of all, I maintain that Board appointments in our District should coincide with the approval of an employment contract, ¹ they should not be treated as separate issues occurring months apart as you have orchestrated with this appointment. ² The contract should also be written with input from all members of the Board, not to their exclusion.

TIMELINE

On April 21, 2016, the Board reached consensus to choose Dr. Cunningham as the next Superintendent of the Salt Lake City School District. At that time, it was decided that the Board would agree upon the elements of a contract in the next Board meeting scheduled for Tuesday April 26th.

On April 24, 2016, you sent an email to the Board at 9:53 a.m. (Sunday) with a Superintendent contract informing us that we needed to get back to you "before the end of the day", to advise you if we had "major objections".

On April 25, 2016, when I read your email, I replied with the following (excerpt):

"...The proposed contract to Alexia is fiscally irresponsible and I cannot support this version...In this case, the selection process for Superintendent has lost its transparency. It is extremely manipulative for you to send an email on Sunday with a deadline of a same day response from members of the Board." ³

¹ See Salt Lake City Board Meeting Minutes 01/05/16

² See Heather Bennett email to the Board of Education – Superintendent's Contract 04/24/16

³ See Michael Clára response email to Heather Bennett – Superintendent's Contract 04/25/16

"Local school boards are the bedrock of our society, yet they are invisible to the public"

Señor Florez –Deseret News

The Board met that evening (instead of Tuesday) and I was led to believe that many of the concerns I had raised would be rectified in the next version of the contract. Later that same evening, the Board publicly voted to offer Dr. Cunningham the Superintendent's position.⁴ It was my understanding that the Board would meet again to negotiate the elements of her contract.

On June 4, 2016, I received my copy of the Board agenda for tonight's meeting. I was shocked to see a final version of the contract on the 'consent agenda' for tonight's meeting. I believe it is a slap in the face to the Board and those that elected us, for you to place this on the consent agenda without first reconvening the Board for our input and consensus of the Superintendent's contract.

CONTRACT

I am calling into question, the following components of the contract:

1. Incoming Superintendent's attorney is allowed to set the parameters of the contract.
2. Removal of the sentence: **'Select all personnel subject to approval of the Board'**.
3. There are no standards or limits set for the Superintendent's **'Performance Bonus'**.
4. The Board can dismiss the Superintendent **'For Cause'** upon a 2/3 vote of the Board (as opposed to a majority vote)

I question the wisdom of allowing an attorney hired by the incoming Superintendent to set the parameters of the contract and then you slip it into the "consent agenda" without first allowing review and input from members of the Board.⁵ Current state law and Board policy, are implicit in stating that the authority to appoint, enter into a contract and terminate the employment of a Superintendent rests with the local Board of Education.⁶ While I am okay with the new Superintendent proposing her version of a contract, I see no value in leaving out the other part of this equation, the members of the Board.

Secondly, why remove the sentence: **'Select all personnel subject to approval of the Board'**? I would argue that it is vital to keep this phrase in the contract so that there is no ambiguity as to the Board and Superintendent relationship when it comes to issues of personnel. Current Board Policy states, under the heading of **Responsibilities**:

*The board has all of the powers assigned to it by law and regulation to meet its statutory responsibilities...Employ by contract and set salary schedules for the superintendent and business administrator and approve the contracts and salary schedules for principals, teachers, and other employees of the district.*⁷

Thirdly, it concerns me that under the heading of **'Performance Review'**, there is no cap on the amount of a bonus nor does it have criteria that would need to be met for the Superintendent to be eligible for a bonus. To that end, I am recommending that we place a 2% cap on a potential performance bonus. In your April version of this contract you were insisting on Board approval via email within a 12 hour window; not only did you propose an over the top amount on a salary, you also proposed a double digit performance bonus. Those amounts is what caused me to state that the contract was "fiscally irresponsible" and as a steward over this District, I could not in good conscious agree to the exorbitant amounts of dollars in the contract.

⁴ See Deseret News: Arizona Educator Chosen Next Superintendent of Salt Lake City School District 04/25/16 & Salt Lake Tribune: SLC School Board Chooses Arizona Educator as New District Superintendent 04/25/16

⁵ See Heather Bennett memo to the Salt Lake City School District Board of Education –Superintendent Contract 06/07/16

⁶ See Utah Code §53A-3-301; Also see Salt Lake City School District Board of Education Handbook and Board Policy B-1

⁷ See Salt Lake City School District, Board Policy B-1

I view the current language as nothing more than an end-run around my objections to the over the top salary and performance bonus that you were proposing in the April version of this contract. Furthermore, I believe it to be insulting and injurious to the good work of our current teachers and administrators when we agree to a disproportionate amount of compensation for a newly appointed Superintendent.

Finally, I would betray the trust that my constituents placed in me, if I were to agree to the concept that the **Superintendent can be suspended or dismissed “for cause” only upon a 2/3 vote of the Board**. I am disappointed that the newly appointed Superintendent would even propose such a scheme. On some level, it boggles the mind as to why you would think that abdicating Board authority to a newly hired employee is in anyone’s best interest. If we got to the point where four of us lost confidence in the Superintendent, who would it serve to have this community locked into that kind of a relationship? The Board Handbook states:

*The superintendent is an appointed public official, the district’s chief executive, and an employee of the board. Only the board can employ, evaluate, discipline, or dismiss the superintendent.*⁸

The Handbook further states that we are to arrive at those decisions in the following manner:

*Board decisions should accurately reflect the public’s interests. Statutes of the state of Utah require local school boards to make decisions by **majority vote**...*⁹

Board Policy states:

*Exception to a policy may be made by **majority vote** of board members in a duly authorized meeting. Each policy remains in force until altered or superseded by action of the board.*¹⁰

Roberts Rules of Order provides the following definition:

*A majority¹¹ is more than half of the votes cast...the basic requirement for approval of an action or a choice except when a rule provides for a higher vote to adopt.*¹²

As per our current policies and practice, it took a minimum of four Board members to appoint the Superintendent. Under current policy, that same number is required to suspend or terminate the Superintendent’s employment with this District. If the 2/3 threshold remains in the contract and is approved by the Board, not only is it contrary to current policy; this type of arrangement sends the message to the community, that the Board places the interests of the adults in the system, over those of our children. If we expect the public to believe that we abide by the mantra: “kids first”, then we should not place ourselves in a situation where we have to maintain the employment of a Superintendent at the expense of our educators, students and community.

⁸ See Salt Lake School District Board of Education Handbook Also See Utah Code §53A-3-301 and Board Policy B-1

⁹ Ibid

¹⁰ See Board Policy B-1

¹¹ See Roberts Rules of Order

¹² See Board Policy B-1 i.e. close debate, close door meeting, suspend the rules, override the board president.. Also See Board Hand Book i.e. formal reprimand of a board member.


In closing, I do have other issues with the language in the contract. I will however, submit those on a separate document as they do not rise to the level of seriousness of those that I have outlined in this letter.

I also want to say, that if we are to truly experience any level of healing as we make this transition to a new Superintendent, then it is imperative that as Board president you respect the voices of all members of the Board and allow members the opportunity to appropriately represent the interest of the communities that elected them.

When you constantly attempt to silence my voice and exclude my contributions as to the direction of this District you perpetuate the “system of oppression” of the dominant group that continues to exercise power and privilege over communities of Color. I leave you with the words of Dr. Tim Wise as he gives an apt description of the prevailing attitude within the leadership of this District.

“...After all, acknowledging unfairness then calls decent people forth to correct those injustices. And since most persons are at their core, decent folks, the need to ignore evidence of injustice is powerful: To do otherwise would force whites to either push for change (which they would perceive as against their interests) or live consciously as hypocrites who speak of freedom and opportunity but perpetuate a system of inequality...In other words. It is a privilege to ignore the consequences of race in America.”¹³

Shalom,



J. Michael Clára
Board Member, District 2

cc: Salt Lake City Board of Education
Mayor Biskupski, Salt Lake City
Chairman James Rogers, Salt Lake City Council
Councilman Andrew Johnston, Salt Lake City Council, District 2
Superintendent Cunningham (contract pending)



¹³ See American Culture by Tim Wise