Last Friday, Dr. Clark made a public statement to which I feel compelled to provide a personal response to set the record straight. Dr. Clark’s claim that she was offered a “few thousand dollars” to resign and be “dishonest with this community” is a falsehood. Normally, the Board does not discuss or disclose positions taken by parties in sensitive negotiations occurring after a threat of litigation has been made. However, Dr. Clark has opened the door by untruthfully stating that she has been offered only a “few thousand dollars.”

The truth is that on September 23, 2015 Dr. Clark’s lawyer offered to “resolve any potential claims” and “leave her position at the District” in exchange for payment of her contract and benefits through June 30, 2018. The Board’s attorney asked Dr. Clark’s lawyer to explain the factual basis of her “potential claims,” but received no response. The majority of the Board agreed that there was no basis for Dr. Clark’s demand, and that paying her not to work for almost three years would have had a devastating effect on the District’s finances, particularly at a time when the Board is asking taxpayers to vote for a supplemental levy to sustain the quality of education for the District’s students. The District’s Trustees, as stewards of limited funds that must be preserved for the benefit of students, teachers and staff, believe that they cannot squander those funds by paying unreasonable amounts to departing personnel, even under a threat of litigation.

Nevertheless, the Board continued to negotiate with Dr. Clark in good faith. Ultimately, Dr. Clark was offered $56,000 in severance and release from her contract, primarily to put an end to what has become a distracting sideshow for the District.

Although Dr. Clark characterized the $56,000 offered as a “pittance,” I doubt that the taxpayers of the District will agree, particularly because this was an amount over and above that which Dr. Clark would have been due under her contract, and for which she would have to render no further services. The Board felt that $56,000 over and above the salary already earned by Dr. Clark was a generous offer.

The simple fact is that after having legal counsel review Dr. Clark’s contracts since 2013, it became apparent that each of those contracts was void, in whole or in part, because none of them had been approved in accordance with Idaho law. In particular, the “golden parachute” provision contained in the void addendum requiring payment of a substantial “bonus” upon Dr. Clark’s retirement is unenforceable. In February 2015, the Idaho Supreme Court held that addenda to contracts for professional personnel are void, unless they have been properly submitted and approved by the State Superintendent of Public Instruction.[[1]](#footnote-1) After inquiring of the Clerk of the District and the office of the Superintendent of Public Instruction, the Board could find no evidence that the addenda to the contracts entered into in 2013, 2014, and 2015 had been either submitted to or approved by the Superintendent of Public Instruction. Nevertheless, in good faith the Board authorized counsel to present a proposed agreement to Dr. Clark that would have released her from her contract, paid her $56,000, and protected the District from frivolous litigation.

I will not go into the many reasons that I disagree with Dr. Clark’s representation that the Board has been on a “witch-hunt” while failing to address substantive issues. I want to make it clear that the Board has never demanded Dr. Clark’s resignation, though it has negotiated with her, discussing various options including, but not limited to, a mutually acceptable “exit strategy” and a wide variety of options.

As recently as October 16, 2015, I met with Dr. Clark and the parties’ legal counsel to try to address mutual concerns. During that meeting, Dr. Clark was expressly advised that the option remained open for her to remain in her position. Dr. Clark chose not to take this option, or to accept the severance package offered by the Board. Dr. Clark is still under contract, and has declined an offer that would have released her from her obligations under that contract.

While it is true that the Board did request that Dr. Clark defer announcing the agreement until after the upcoming vote on the supplemental levy, it did so only because the Board hoped to submit the levy to a vote in an atmosphere uncharged by controversy to the extent possible under the circumstances.

For months, the public has been invited to speculate on the Board’s motives and on discussions that have been conducted in executive session, as provided for under Idaho’s Open Meeting Law. At this time, the public’s understanding of circumstances going into the vote on the supplemental levy is necessarily limited to what has been stated in numerous editorials written by individuals lacking knowledge of all pertinent facts, and to Dr. Clark’s most recent misleading characterization of past negotiations and events. Dr. Clark has misrepresented the amount that she was offered as a severance package, and misrepresented the Board’s motives in making that offer.

I invite the public to draw its own conclusions as to the Board’s good faith and the credibility of Dr. Clark’s representation that she has been offered a “pittance” consisting of “few thousand dollars” to resign and be “dishonest with this community.”

The Board’s proposed agreement provided for a fair but affordable severance to both recognize Dr. Clark’s years of service and to avoid litigation. I am confident that voters who dig beyond mere headlines will conclude that this Board has acted in the best interests of the District and its finances, and lived up to its pledge not to rubberstamp waste.

I have given thoughtful consideration to the release of a statement, as it is in my natural tendency to wait out all emotional responses. However, it is becoming increasingly clear to me that in the absence of a factual representation of what has transpired, conjecture and rumor have been free to flourish. It is my sincere hope that all interested parties in our community can use this information and this time to begin again from a common platform of doing what is in the best interests of our students. I will invite all interested parties to face the future together with a common goal of first developing a well thought out set of parameters to guide our search for a Superintendent for West Ada, and then completing that process with focused determination, honest communication, and a willingness to participate as supportive assistants in the transition process. This will be a large and complex undertaking that will be a successful endeavor only if we work collaboratively and continue to support the dedicated and hardworking staff that has remained in our District.

1. *Nampa Educ. Ass'n v. Nampa School Dist. No. 131*, 158 Idaho 87 (2015). [↑](#footnote-ref-1)