

# No Standing News

Since we have no standing, we stand with those left standing.

Volume I

Number 79

April 24, 2001

## PAC MAN Mugs Easter Bunny!

After the RDN covered the school levy ad nauseam, they spiked the follow-up story on the lucrative contract Ewing got from his groupies on the board of education. We understand why they buried this story. After weeks of wall-to-wall "news" stories and editorials pumping the levy for the sake of the poor underpaid teachers and the suffering kiddies, they would look pretty stupid if they told their readers how rich Friend Larry has become as a result of their uncritical boosterism. The board had been meeting in closed sessions for months about Ewing's raise, but they had a problem. They were afraid to give him his loot before the election and confirm what 2,504 voters suspected - the levy WAS about school administrators and their inflated salaries. Here's what the tax-levy-paying Easter bunnies left in little Larry's basket.

**Ewing Salary:** Beginning in July he will make **\$109,600**, the next year **\$112,300** and the third year **\$115,000**. **Ewing Benefits:** He decides what part of that gets paid into a "mutually agreed upon annuity." He and his family get the same health coverage as other school personnel. **Ewing Travel:** \$300 a month for local travel (no clue as to what "local" means). The board will

pay ALL actual expenses incurred (no limit stated) for out-of-district travel. He gets paid sick leave and 23 days vacation leave annually. If he doesn't use all of his vacation he gets cash payment for up to 13 days of unused vacation to be paid at 1/250<sup>th</sup> of his annual salary per day. What that really means and how it would be calculated is a mystery, but what the hay! nothing's too good for our Larry. **Memberships:** The board will pay all his local service club memberships up to \$500 annually. They pay for his membership in AASA (\$361 per year) and MASA\* (.0050% or \$548 of his annual salary) and any other memberships he wants up to \$200 annually. **Question:** What's the difference between a vacation and an all expense paid trip to a golf resort for a "professional meeting"? **Answer:** If you don't know the difference, you should be on the board of education.

**Paying your own executioner.** Their eagerness to pay Ewing's memberships in the American Association of School Administrators (AASA) and the Missouri Association of School Administrators (MASA) demonstrates the school board's abysmal ignorance of what these associations do. One of the benefits of his memberships is that AASA and MASA both give HIM free legal counsel to sue our board if they resist some bit of pork he wants in his contract or if - heaven forbid - they should ever try to get rid of him for doing a lousy job. Our gullible

board members obviously don't know that they are paying for his hired guns to whip them into line. Did Kent Robinson, attorney for the school district, help them with this contract? This doesn't look like something done by a legal professional, but you never know. If they didn't have their attorney help them with it, why didn't they? There isn't even a clause requiring binding arbitration in case of a dispute and that is a standard feature in any kind of personal service contract. In short, there is no protection for the school district in this contract from the most common kinds of performance abuse, nor can the board exert any discipline over "employee" Ewing. Why did the board take such a cavalier attitude toward this contract? Are all their contracts designed to give employees a blank check but no accountability?

**Ewing is virtually fireproof.** The board has to do an annual evaluation on Ewing, but there is no measurable standard of performance in the contract and it does not tie the evaluation to his continuing employment. The so-called "evaluation" is meaningless. If, by some unlikely quirk, the Ewing Fan Club gave him a uniformly bad evaluation, they couldn't use it to fire him. He only has to "perform all duties incumbent upon him" - whatever that means. The only way they can get rid of him is: 1) If his license to teach is revoked (small risk of that since he doesn't teach in our school system; he has taught at UMR

but they don't require a certificate. Does he moonlight because he needs the money or because he has too much free time?); 2) if he is convicted of a felony or a crime involving moral turpitude; 3) for "willful or persistent" violation of, or failure to obey, the school laws of the state or the published regulations of the Board of Education; 4) for "excessive or unreasonable" absence from performance of his duties; or 5) if he is "unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability continues for a period of more than 120 days during any school year" the board may deduct some money from his salary. If the disability continues for more than 180 days they can terminate his contract. We call this "The Dead and Buried" clause because if he's anything short of dead and buried, if he can mumble one order, sign one paper, or be wheeled into his office for one minute before the end of either of these periods (which together cover more days than he works in a year) the clock starts all over again and he gets his money and all his perks even if he's comatose 99% of the time.

Numbers three and four might have given the board a little control, but only if the trigger words like "unreasonable" or "excessive" had definitions, which they very carefully don't. First, no matter how much he is gone lobbying, conferencing and golfing, how can any absence be defined as "excessive or unreasonable" after the board gave him an unlimited travel allowance, paid his memberships in a dozen organizations and doesn't require that he be physically present in the district even one day of the contract year? The board, in giving him all

those memberships and an unlimited expense account, obviously doesn't consider his absences collecting money for MASA's Political Action Committee, lobbying in Jefferson City or his other junketing to be "excessive or unreasonable absences from the performance of his duties" no matter how much he is gone. Second, are there state laws that Ewing violates? The Board of Education is kept carefully ignorant of what the education laws are so there is little chance of losing his job on this count.

**Superintendent for Life?** The real capper is that we will probably get no relief from Ewing and his three-year Pork Contract in three years. One little phrase could stick us with Larry Ewing and his expenses for as long as he can keep the board of education under his thumb (keeping this board under control is something he can do in his sleep). Provision L of his contract says that, "**The termination date of the existing contract may at the end of any contract year be extended if agreeable to both parties.**" Do you think they will have to put a gun to his head to get him to "accept" another three years of this kind of financial abuse? Well, if they won't give him an extension with better terms than this he can always sic his litigators on them. The board has already paid for his legal defense.

**Another trip to Dogpatch-ville.** This contract is not just horribly one-sided, it's an embarrassment to the district. The school board, for all the boardroom airs and rules that they impose on the public at their meetings, is revealed to be nothing more than another collection of small town amateurs who are playing at being a board of education while actually being led around by the nose

by their own employee. The first page of every meeting agenda informs you of the protocol you must follow to be "granted an audience" with the board. Then there is a special list of rules to follow beginning with submitting your request in writing to Ewing on less than two pages. Why? Does he grade and return them? We elect them, we give them money to throw around like this and WE must beg for an audience? When a public body has to hide from the electorate behind these kinds of barriers it says that they are a weak board and they depend on an administrator to do their thinking for them and protect them from questions they can't handle. In return, he gets a solid gold contract at our expense.

So why did the Larry Ewing Fan Club have so many nervous meetings on this giveaway? Surely it wasn't because they left anything out? The minutes and the final roll call vote may explain the weeks of shouting from behind those closed doors. They show that not every board member was willing to knuckle under to the PAC Man. There was one holdout on the contract - Ralph Wilkerson voted no. Amazing that there is one person with common sense among this board of Ewing sycophants. Apparently, six of them wanted a unanimous vote so they would look uniformly foolish if the details about this contract got out. They were right to worry; Wilkerson is now the only one who doesn't look like a Ewing stooge.

Exiting board members Bill Peach and Tammy Wiese, both of whom voted for the contract, have been replaced by new board members Jim Burns and Frank Blum. Burns and Blum didn't take office until after this mess was voted on. Their

responses to the RDN candidate questionnaire revealed nothing except that they could reel off the politically correct answers necessary to please Ewing and Co. Time will tell if they will be good little Ewing-bots or if they will retain enough intellectual integrity to resist his spoon-feeding and remember that, all evidence to the contrary, they do not work for Ewing – he works for the board. It would also be nice if they remember that they represent all members of the district and we should not have to be “granted an audience” in order to approach Their Majesties.

Now that Larry is s-o-o-o-o much better off, can we expect to see dramatic improvements in reading and other basic skills from all the “quality” teachers, fewer dropouts, less drugs and violence in our schools, better management of the \$30+ million budget, a winning football team, reduction in debt, an increased reserve fund, more courteous treatment of patrons? Not likely, because none of those things were included in his contract as measurements of his much more expensive performance. What, then, was the point of giving him all that money?

E w i n g ' s   c o n t r a c t  
<[http://www.rollanet.org/~rwnash/Contract\\_Larry\\_Ewing.PDF](http://www.rollanet.org/~rwnash/Contract_Larry_Ewing.PDF)>

- Rolla Board of Ed site where you will find the rules to follow if you wish to be granted an “ a u d i e n c e ” . <  
<http://rolla.k12.mo.us/>

No Standing News, nor of its Editor-in-Chief.

---

To receive " No Standing News " by e-mail, free of charge, send a message to [rwnash@rollanet.org](mailto:rwnash@rollanet.org) with the word SUBSCRIBE in the Subject line.

To unsubscribe this list, send a message to [rwnash@rollanet.org](mailto:rwnash@rollanet.org) with the word UNSUBSCRIBE in the Subject line.

---

Editors note: Copies of No Standing News can be obtained free from the Rolla Public Library who is a subscriber, and from Mail Boxes Etc Of Rolla Also visit our web site at:  
<http://www.rollanet.org/~rwnash/nsn.html>

---

I encourage distribution of " No Standing News ."Please feel free to copy and distribute any issue.

---

Views expressed do not necessarily reflect those of