



Willow Run Community Schools
Board of Education
Sheri Washington, President
235 Spencer Lane
Ypsilanti, MI 48198

MEMORANDUM

TO: Laconda Hicks, Student Services Administrator
FROM: Sheri Washington, Board of Education President
DATE: March 25, 2010
RE: Board Consideration of Termination of Your Employment

As a result of information concerning purported irregularities with respect to conduct on your part, an investigation was undertaken to determine whether there should be legitimate reason for concern on the part of the Board.

As a result of the investigation, I, as Board President, am of the considered opinion that there are, in fact, sufficient grounds for termination of your employment. Accordingly, this memorandum is to advise you that I am recommending that the Board consider termination of your employment.

As you know, your employment with the District as the Student Services Administrator began on September 7, 2007. Your Contract of Employment provides in Section 1 that:

Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract.

In addition, your Contract of Employment provides in Sections 19 and 7 the following with respect to termination:

19. *The Administrator shall fulfill all aspects of this contract, any exception thereto being by written mutual consent of the Board and the Administrator. Failure to fulfill the obligations agreed to in this contract will be viewed as good and just cause for discharge as noted above.*

7.
 - A. *The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if Administrator materially breaches the terms and conditions of the Agreement.*
 - B. *The foregoing standards for termination of this contract during its term shall not be applicable to nonrenewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.*
 - C. *In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.*

The specific charges against you are as follows:

CHARGE 1

You knowingly and willfully arranged to receive, and did receive, more pay than that to which you were entitled for the period of work from September 7, 2007 through June 30, 2008.

Board Policy 2400 regarding Administrative Personnel Compensation Guides and Contracts states:

All administrative personnel shall be compensated for their services in conformity with an administrative salary as determined by the Board.

Section 12A of the Contract of Employment specifically states, in part:

Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board.

Section 10A of the Contract of Employment provides that the "annual salary rate" for your position for a full 12 months (260 work days) July 1, 2007 through June 30, 2008 was \$87,202 as a District Director Title 1-B, Level 5 on the Salary Schedule (a daily rate of \$335.39). However, you did not actually begin employment until September 7, 2007 when there were only 211 work days remaining. This means that your prorated maximum gross salary for that period was \$70,767.78. However, unbeknownst to the Board, in February of 2008, you had Dr. Hope-Jackson approve a retroactive payment to you of \$16,434.22 for the 49 work days which you did not work from July 1 to September 7, 2007 (49 days x \$335.39 = \$16,434.22).

For the following 2008/2009 school year your annual salary was based on an annual salary for working a full 12 months during the 2007/2008 school year of \$87,202 thereby confirming that the prorated amount of \$70,767.78 for the portion of the 2007/2008 school year which you actually worked was the correct payment for that portion of that year, not the full \$87,202.

In addition, all paid leave day benefits for you for sick days, personal business days, non-duty days, and vacation days were initially correctly prorated by Human Resource Coordinator, Cecilia Queener, based on your first day of employment. However, on February 5, 2008, Dr. Hope-Jackson also ordered Ms. Queener to grant full leave benefits to you as if you had begun employment on July 1, 2007 instead of those benefits being prorated. This was inconsistent with the way all other employees who do not work the full year have their pay and paid leave day benefits prorated.

These changes were made by Dr. Hope-Jackson without the knowledge or approval of the Board.

By acting in collusion with your friend Dr. Hope-Jackson you thereby inappropriately obtained money from the District to which you were not entitled and defrauded the District. That dishonest conduct certainly constitutes an act of misconduct, moral turpitude, fraud and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 2

You also knowingly and willfully arranged to receive, and did receive, more pay than that to which you were entitled for 2008/09 year.

For 2007/08 your Board approved annual salary as a District Director Title 1-B, Level 5 was \$87,202. On August 8, 2008, the Board approved a new Salary Schedule and you should have moved on the new schedule to District Director (ES) Level 5 with an annual pay of \$90,051. However, Dr. Hope-Jackson's proposed motion for the Board was to pay you at \$91,399 instead (plus an additional \$1,500 for an Educational Specialist) without Board knowledge that you were being moved over two steps on the schedule instead of one step.

To compound the problem, in June of 2009, Dr. Hope-Jackson, on your behalf, improperly ordered Cecilia Queener to give you a retroactive pay adjustment for the 2008/09 year to \$92,837 (plus \$1,500 for an ES) without Board knowledge or consent.

That also meant that your pay for the 2009/2010 year would continue at the higher rate of \$92,837 (plus \$1,500 for an ES).

By acting in collusion with your friend Dr. Hope-Jackson, you thereby inappropriately obtained more money from the District than that to which you were entitled and defrauded the District. That dishonest conduct from which you personally benefited certainly constitutes an act

of misconduct, moral turpitude, fraud, and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 3

You have improperly and intentionally claimed, and have received, additional payments beyond your contractual salary purportedly for extra time put in for additional work.

However, you are a salaried employee. As such you are expected and required to perform all of your job duties and responsibilities including "other duties as assigned" as part of your salary. You are not entitled to additional pay on top of your salary for doing your job during your regular work hours or if you put in extra time.

Board Policy 2400 regarding Administrative Personnel Compensation Guides and Contracts states:

All administrative personnel shall be compensated for their services in conformity with an administrative salary as determined by the Board.

Board Administrative Regulation 2400-R regarding Administrative Work Day states:

The work day for administrative personnel shall consist of that amount of time which is necessary to fully perform the duties and responsibilities of his/her particular assignment. As a minimum, the following scheduled work day shall be obligatory for the respective administrative categories:

<i>Central Office Administrators</i>	<i>8:00 am to 4:30 pm</i>
<i>Building Administrators:</i>	
<i>High School</i>	<i>7:30 am to 4:00 pm</i>
<i>Junior High</i>	<i>7:30 am to 4:00 pm</i>
<i>Elementary Schools</i>	<i>8:00 am to 4:30 pm</i>

A normal and expected requisite of all administrative assignments is attendance at school district functions outside of the confines of the regular work day which might encompass meetings in the evening hours. Attendance at these functions (e.g., Board meetings, open houses), does not excuse the administrator from performance of his/her duties on the subsequent day or permit reporting for work at a time later than normally scheduled. Specifically, compensation time shall not be allowed for the performance of those duties and obligations which must be considered a part of any administrator's job.

On or about July 8, 2009 you submitted to Dr. Hope-Jackson three separate "Stipend Request Forms" for additional payments for yourself even though there were no account numbers referenced as required as follows:

- \$3,500 for 35 hours of work for various weekend and after-hour dates for the period from 8/9/08 through 4/25/09 related to “District-Wide Curriculum Support/Secondary Complex Support.”
- \$2,500 for 25 hours of work for various weekend and after-hour dates for the period from 11/3/08 through 1/25/09 related to “Development/Coordination of District-Wide After-School Programs.”
- \$2,500 for 25 hours of work for various weekend and after-hour dates for the period from 9/27/08 through 5/17/09 related to “District-Wide Instructional Technology.”

For the claimed total of 85 hours, you claim \$8,500, or \$100 per hour, when the form itself specifies \$25 per hour or \$80 per day.

Moreover, there was no indication of specific hours for any dates and most, if not all, duties performed were encompassed within your job responsibilities. For example, you claimed extra pay for “evaluation of teaching staff” which you are responsible for doing without extra pay.

By acting in collusion with your friend Dr. Hope-Jackson who approved your requests, you received extra compensation for simply doing your job which you are already paid a salary to do. In essence, you bilked the District out of money to which you were not entitled by boosting your annual 2008-09 salary compensation an additional \$8,500 through double-dipping.

This was done without Board knowledge or approval (even though Board approval is required for compensation increases) because you knew that the Board would not approve such increased compensation especially at a time when the Board was making cuts due to the District’s precarious financial condition.

This dishonest conduct certainly constitutes an act of misconduct, moral turpitude, fraud and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 4

In performance of your contractual job responsibilities you are obviously expected and required to maintain on-site work times and hours that would best enable you to fulfill your job responsibilities. However, it has been discovered that you routinely failed and/or intentionally chose not to do so.

Board Administrative Regulation 2400-R regarding Administrative Work Day states:

The work day for administrative personnel shall consist of that amount of time which is necessary to fully perform the duties and responsibilities of his/her particular assignment. As a minimum, the following scheduled work day shall be obligatory for the respective administrative categories:

<i>Central Office Administrators</i>	<i>8:00 am to 4:30 pm</i>
<i>Building Administrators:</i>	
<i>High School</i>	<i>7:30 am to 4:00 pm</i>
<i>Junior High</i>	<i>7:30 am to 4:00 pm</i>
<i>Elementary Schools</i>	<i>8:00 am to 4:30 pm</i>

A normal and expected requisite of all administrative assignments is attendance at school district functions outside of the confines of the regular work day which might encompass meetings in the evening hours. Attendance at these functions (e.g., Board meetings, open houses), does not excuse the administrator from performance of his/her duties on the subsequent day or permit reporting for work at a time later than normally scheduled. Specifically, compensation time shall not be allowed for the performance of those duties and obligations which must be considered a part of any administrator's job.

Board Administrative Guidelines 2002-R-2 regarding Administrative Organization – Record of Absence states:

Initial Reporting – It is necessary that the Superintendent be aware at any time when central office personnel or building administrators are out of the district due to sickness, personal business, school business, or vacation. The secretary for the superintendent has the responsibility of accepting notification. In the event of a building principal's absence, notification should also indicate who is responsible for the building during the absence. Timely notification is the responsibility of the employee involved.

Building Principals – In addition, principals and assistant principals are to be added to the staff timesheets for their building and the attendance record kept in the same manner as for the teaching staff. "Pink slip" absence forms (long type) are to be turned in as for teachers.

Central Office Personnel – A record of absence for all central office personnel, not included on timecards will be kept in the business office in the same manner as is kept by the individual building for the teaching staff. A "pink slip" (long form) is to be turned in to this secretary immediately upon returning to work. If the absence is due to a reason not listed, the blank lines at the bottom shall be used to explain the circumstances.

You regularly and routinely did not report for work until between 10:30 and 11:00 AM and left work between 2:30 and 3:00 PM. One notable exception is that you would stay in your

office past 3:00 PM on the days of Board of Education meetings, which are held on Thursdays twice a month.

While it is understandable that you would not keep regular office hours every day, the vast majority of your time out of the office was unaccounted for and was not devoted to performing work-related responsibilities at different locations.

You did not complete the "sign-in/sign-out" forms to indicate times you were in and out of the building and your location when out of the building. All other administrators were required to do so with the sole exceptions being you and Mr. Gray, as friends of Dr. Hope-Jackson.

The considerable time you were missing from work day in and day out meant that you were not available to do your job.

As a result, you were not devoting your "talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned." You were not acting in a manner to "faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of [your] Contract."

You thereby did not comply with Section 19 of your Contract, which provides that:

19. *The Administrator shall fulfill all aspects of this contract, any exception thereto being by written consent of the Board and the Administrator. Failure to fulfill the obligations agreed to in this contract will be viewed as good and just cause for discharge as noted above.*

Accordingly, pursuant to Section 7.A:

- 7.A. *The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if Administrator materially breaches the terms and conditions of the Agreement.*

CHARGE 5

You have intentionally neglected and/or failed to consistently perform your assigned responsibility of attending scheduled monthly meetings for all county Special Education Directors held on the first Friday of the month at the Washtenaw Intermediate School District in Ann Arbor.

For the period from September, 2008 through November, 2009 during which there were 12 scheduled meetings, you attended only four and missed eight as follows:

You attended on:

- 10/3/08
- 1/9/09
- 5/1/09
- 9/11/09

You did not attend on:

- 9/5/08
- 11/7/08
- 12/5/08
- 2/6/09
- 3/6/09
- 6/5/09
- 10/2/09
- 11/6/09

Missing 2/3 of these important meetings clearly constitutes dereliction of your professional responsibilities.

As a result, you were not devoting your “talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.” You were not acting in a manner to “faithfully perform those duties assigned by the Board and to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of [your] Contract.”

You thereby did not comply with Section 19 of your Contract, which provides that:

- 19. The Administrator shall fulfill all aspects of this contract, any exception thereto being by written consent of the Board and the Administrator. Failure to fulfill the obligations agreed to in this contract will be viewed as good and just cause for discharge as noted above.*

Accordingly, pursuant to Section 7.A:

- 7.A. The Board shall be entitled to terminate the Administrator’s employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if Administrator materially breaches the terms and conditions of the Agreement.*

CHARGE 6

During the summer of 2008 you abused paid sick leave by using paid sick leave days for days you were absent but were not sick.

Your pay is based on 260 work days when you are either actively working or on paid leave for permissible reasons. From June 23, 2008 through July 25, 2008, you used paid sick leave for 22.5 days as follows:

6/23, 24, 25, 26, & 27 -	4.5 paid sick days (Note: on 6/23 you used .5 paid sick days and .5 paid non-duty days, and on 6/30 you used 1 paid non-duty day)
7/1, 2, and 3 -	3 paid sick days
7/7, 8, 9, 10, & 11 -	5 paid sick days
7/14, 15, 16, 17, & 18 -	5 paid sick days
7/21, 22, 23, 24, & 25 -	5 paid sick days

On 12/11/08 you signed the "Confirmation of Absence" forms on which you certified as true that your use of paid sick leave was for family illness. On 12/12/08 Dr. Hope-Jackson signed your "Confirmation of Absence" forms.

However, on 9/16/08 you also signed an "Application to Attend Undergraduate/Graduate Study" form indicating that on those very same days (6/23/08 through 7/25/08) you were actually attending college classes at Cambridge College in Cambridge, Massachusetts in an accelerated, intensive, condensed doctorate program. The form expressly states that it must be submitted for approval prior to taking the classes. This form was also signed by Dr. Hope-Jackson on 9/19/08. You also requested and were paid tuition reimbursement for the classes you attended during the summer of 2008.

Therefore, both you and Dr. Hope-Jackson knew that on the days that you claimed to be for family illness, in actuality there was not a family illness necessitating your absence at all but, instead, you were attending college classes in Cambridge, Massachusetts when you should have been at work or using vacation days. You were thereby committing fraudulent misrepresentation for personal financial gain in the amount of approximately \$7,550.

By using paid sick leave instead of paid vacation days to attend your college classes in Cambridge, Massachusetts, you were thereby also able to save your paid vacation days to use at another time, which would result in more absence from work. In addition, unused vacation days are paid out when you leave the District at your much higher regular daily rate of pay, whereas unused sick days are paid at the rate of \$55 per day. Either way, you would gain and the District would lose. In essence, through dishonest and deceitful means you abused sick leave in collusion with Dr. Hope-Jackson for your own personal benefit in getting full pay and benefits

while working on your doctorate. This was totally irresponsible behavior and adverse to the District's interests. You knew the Board would not approve full payment for course work on your doctorate which you had asked the Board for but were denied, so you used another improper method to receive other District compensation while you worked on your doctorate. You, of course, would also receive higher pay when you got your doctorate.

Board Administrative Regulation 2020-R-2 regarding Administrative Organization Record of Absence states:

It is necessary that the Superintendent be aware of any time when central office personnel or building administrators are out of the district due to sickness, personal business, school business, or vacation.

By acting in collusion with your friend Dr. Hope-Jackson you thereby inappropriately obtained money from the District to which you were not entitled and defrauded the District. That dishonest conduct certainly constitutes an act of misconduct, moral turpitude, fraud, and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 7

During the summer of 2009 you again abused paid sick leave by using paid sick leave days for days you were absent but were not sick.

From July 1, 2009 through July 24, 2009, you used paid sick leave for 10.5 days as follows:

7/1, 2	2 paid sick days
7/6	1 paid sick day
7/15 (.5), 16, 17	2.5 paid sick days
7/20, 21, 22, 23, 24	5 paid sick days

On June 22, 2009 you signed a "Request for Leave" form on which you certified as true that your use of paid sick leave was for personal illness. Dr. Hope-Jackson also signed your "Request for Leave" form. A specific written request by the District's Human Resource Coordinator Cecilia Queener for you to have medical certification forms completed to determine your Family and Medical Leave Act eligibility was never complied with by you. However, your friend Dr. Hope-Jackson directed Ms. Queener to approve paid leave for you anyway.

However, on August 21, 2009 you also signed an "Application to Attend Undergraduate/Graduate Study" form indicating that the dates of June 19 through July 31, 2009 you were actually attending college classes at Cambridge College in Cambridge, Massachusetts in an accelerated, intensive, condensed doctorate program. This form was also signed by Dr. Hope-Jackson on August 24, 2009. You also requested tuition reimbursement for the classes you attended during the summer of 2009.

Therefore, both you and Dr. Hope-Jackson knew that on the days that you claimed to be personally ill, you were in actuality not ill at all but, instead, attending college classes in Cambridge, Massachusetts. You were thereby committing fraudulent misrepresentation for personal gain in the amount of approximately \$3,755.

By using paid sick leave instead of paid vacation days to attend your college classes in Cambridge, Massachusetts, you were thereby also able to save your paid vacation days to use at another time resulting in more absences from work. In addition, unused vacation days are paid out when you leave the District at your much higher regular daily rate of pay, whereas unused sick days are paid at the rate of \$55 per day. Either way, you would gain and the District would lose. In addition, you told other employees such as your administrative assistant that you would be in Cambridge for at least six weeks so many of the days you were absent weren't charged to sick leave – instead you were just absent with full pay to work on your doctorate at District expense. This again was totally irresponsible behavior and contrary to the District's interests.

Board Administrative Regulation 2002-R-2 regarding Administrative Organization Record of Absence states:

It is necessary that the Superintendent be aware of any time when central office personnel or building administrators are out of the district due to sickness, personal business, school business, or vacation.

By acting in collusion with your friend Dr. Hope-Jackson you thereby inappropriately obtained money from the District to which you were not entitled and defrauded the District. That dishonest conduct certainly constitutes an act of misconduct, moral turpitude, fraud, and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 8

You accepted a donation of ten (10) paid sick leave days from Secondary Principal Larry Gray even though you knew that the transfer to you of those days did not meet the requirements for such donated days and that you were not entitled to receive such days.

On June 30, 2009, the last day of employment of Mr. Gray, he donated ten paid sick leave days to you purportedly for “personal/extenuating circumstances” reasons. However, at that time, you did not qualify for such days as you were, or were going to be, taking classes for your doctorate degree at Cambridge College in Cambridge, Massachusetts. Your friend Dr. Hope-Jackson approved the donation to you knowing that you did not qualify at that time for such days. This benefit to you constitutes abuse of sick leave and fraud, constituting sufficient grounds for termination.

CHARGE 9

In addition to misuse and abuse of paid sick leave days by using paid sick leave instead of vacation days while attending college classes in Massachusetts as reflected in Charges 6, 7, and 8, there were other occasions when you were absent and received your regular pay for such days instead of having the absences properly charged against paid vacation days or non-duty days as you should have.

For example, over the 10 work-day Christmas break, 12-month Administrators, such as yourself, receive six paid holidays. The remaining four work days must either be actually worked or covered with vacation time (or non-duty days) in order to be paid days. However, during the 2007 and 2008 Christmas breaks, you did not use any vacation days (or non-duty days) to cover the four work days during each of these the holiday breaks, yet have received full salary for those days. You also did not use vacation days for winter and spring breaks when you were not working like you should have. Instead you just took the day off with pay and didn't report your absence.

Your attendance history as of 02/03/2010 indicates 79.5 absences consisting of: 42 sick leave days; 15 non-duty leave days; 7.5 comp days; 9 emergency family leave days; 3 personal business leave days; and only 3 vacation days. You only used 3 vacation days even though you were absent and should not have received pay for such days without using vacation days. In other words, you have deliberately failed to properly report absences which should then have properly been charged against your paid vacation days resulting in pay you should not have received and enabling you to hoard vacation days which you could use at a later time resulting in more absences from work. As of 02/03/2010, you purportedly have 67 unused vacation days, many, if not all, of which should have been used in order for you to properly receive pay for days you were absent. In addition, unused vacation days are paid out when you leave the District at your much higher daily rate of pay, whereas unused sick days are paid at the rate of \$55 per day. Either way, you would gain and the District would lose.

This is inconsistent with Board Policy 2400 and Administrative Regulations 2400-R and 2020-R-2.

This dishonesty and abuse of the system constitutes acts of moral turpitude, misconduct, and fraud justifying termination of your Contract of Employment.

CHARGE 10

You and your friend Dr. Hope-Jackson acting in collusion improperly agreed and arranged for you to receive two comp days for your participation in a one-day District-Wide Strategic Planning Meeting held on 4/18/09.

Other Administrative employees were not afforded this compensatory time which resulted in inappropriate, favorably disparate treatment for you compared to the other employees for the same work performed and time committed for the same activity.

This is inconsistent with Board Policy 2400 and Administrative Regulation 2400-R.

That conduct certainly constitutes an act of misconduct, moral turpitude, fraud and breaches the terms and conditions of the Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 11

By collusion with Dr. Hope-Jackson you fraudulently obtained signatures on a new Contract of Employment with changed terms without Board authorization or approval.

The Board of Education officially approves all Contracts of Employment for non-affiliate administrators such as yourself.

Your initial Contract of Employment was for the period September 7, 2007 through June 30, 2008. The Board next took action at the August 21, 2008 Board meeting approving extension of your Contract of Employment for the 2008-2009 and 2009-2010 school years at a salary of \$91,399. [As reflected in Charge 2 the correct salary amount should have been \$90,051 instead of \$91,399, but you and Dr. Hope-Jackson duped the Board into approving the higher amount. Unbeknownst to the Board, in June 2009 you and Dr. Hope-Jackson also finalized a retroactive pay increase for yourself for 2008/09 to \$92,837.] No new Contract of Employment was prepared at that time. That was the last Board action taken with respect to your Contract of Employment.

At the Board meeting held on June 18, 2009, the Board took official action approving other non-affiliate administrator Contracts of Employment, but no action was taken then, or at any other time, to authorize a new Contract of Employment for you or to extend the expiration date of your Contract from June 30, 2010 to June 30, 2011.

Despite that fact, you and your friend Dr. Hope-Jackson had a new Contract prepared which contained a number of substantial changes in the terms and conditions from your previous Contract of Employment. You signed that new Contract on July 7, 2009 knowing that it had not been approved by the Board. Moreover, you and your friend Dr. Hope-Jackson also had that changed Contract signed by former Board President Claudette Braxton on July 7, 2009, even though she was no longer Board President. In fact, at that time, she was not even on the Board as a Board member since her term as a Board member ended on June 30, 2009 and she was not re-elected. You and Dr. Hope-Jackson knew that she had no authority to sign that Contract.

In addition, you and Dr. Hope-Jackson also managed to obtain the signature of Board Secretary Mark Wilde on the changed Contract without him being aware that he was signing a new Contract of Employment for you. He knew that the Board had not approved a new Contract of Employment or an extension of your Contract for you at all, much less a Contract of Employment for you with changed terms and conditions. Your new Contract of Employment was buried in with a number of other Contracts and documents for his signature without his

knowledge. He would not have knowingly signed any new Contract of Employment for you since the Board had not approved one, much less a Contract containing a number of revisions which the Board was not aware of and had not approved.

The terms and conditions which were changed without Board knowledge or approval in the Contract of Employment which you and Dr. Hope-Jackson had Ms. Braxton and Mr. Wilde sign, include the following:

- The expiration date of 6/30/10 in the opening paragraph of the prior Contract was changed to 6/30/11.

- Section 6B in the prior Contract reading:

Failure to notify Administrator by June 1st, [2010], of the Board's intent not to renew this contract will automatically result in a one-year extension of this contract.

Was changed in the new Contract to read:

Failure to notify Administrator by March 1, 2011, of the Board's intent not to renew this contract will automatically result in a one-year extension of this contract.

- The first sentence of Section 10A of the prior Contract, which read:

Administrator shall be paid at an annual salary rate of not less than \$87,202 (Title 1-B, Level 5 of District Director pay scale) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Was changed in the new Contract to read:

Administrator shall be paid at an annual salary rate of not less than \$92,837 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- Section 11A (v), which provided:

The Administrator shall receive the following benefits:

Tuition reimbursement of \$95 per credit hour up to ten (10) credit hours each school year, with prior approval by the Superintendent.

Was changed in the new Contract to provide:

Tuition reimbursement of \$95 per credit hour up to twenty (20) credit hours each school year, with prior approval by the Superintendent.

- Sections 12A & B of the prior Contract, which provided:
- A. *Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. Administrator shall receive vacation time of twenty (20) days per fiscal year. Vacation shall be taken within the fiscal year in which it is earned and can be accumulated from year to year.*
 - B. *Vacation days shall be earned during each payroll period. For example, the Administrator shall earn approximately .769 of a vacation day effective the end of each payroll period. The Administrator may take vacation days before they are earned but, in the event he/she leaves his/her position before he/she earned the vacation time, he/she shall be obligated to reimburse the school district a prorated amount equivalent to the applicable per diem rate for excess days used. Ten (10) vacation days may be carried over if not used within the twelve (12) month period. Administrators shall not receive any additional compensation in lieu of use of vacation days, except as separation. The rate of pay for unused vacation days will be the normal daily rate. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. All scheduling of vacation is subject to the approval of the Superintendent.*

Were changed in the new Contract to provide:

- A. *Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 – June 30) as scheduled by the Board. Administrator shall receive vacation time of twenty-five (25) days per fiscal year.*
- B. *Vacation days shall be earned during each payroll period. For example, the Administrator shall earn approximately .769 of a vacation day effective the end of each payroll period. The Administrator may take vacation days before they are earned but, in the event he/she leaves his/her position before he/she earned the vacation time, he/she shall be obligated to reimburse the school district a prorated amount equivalent to the applicable per diem rate for excess days used. Vacation days may be carried over if not used within the twelve (12) month period. Administrators shall not receive any additional compensation in lieu of use of vacation days, except as separation. The rate of pay for unused vacation days will be the normal daily rate. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly*

operation and conduct of business of the school district. All scheduling of vacation is subject to the approval of the Superintendent.

➤ Section 13 of the prior Contract, which provided:

The Administrator shall be entitled to fifteen (20) [sic (15)] sick days annually, three (3) of which may be used for personal business. Earned sick leave shall be cumulative.

Was changed in the new Contract to read:

The Administrator shall be entitled to twenty (20) sick days annually, three (3) of which may be used for personal business. Earned sick leave shall be cumulative.

The above changes in the Contract were of significant personal benefit to you and detriment to the District.

Both the manner in which changes were knowingly and intentionally made in the Contract by you and Dr. Hope-Jackson acting in collusion and the manner in which the two Board signatures were knowingly and intentionally obtained on the Contract without knowledge and approval of the Board with respect to either, constituted misconduct which was dishonest, devious, underhanded and fraudulent.

As such, according to Section 7A of the Contract:

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud or if Administrator materially breaches the terms and conditions of the Agreement.

In addition, the changed Contract prepared by you and Dr. Hope-Jackson is invalid, unenforceable, and null and void.

CHARGE 12

Based on information and belief, you did not comply with the proper professional and ethical requirements and protocols in conducting research involving Willow Run students and staff members for your dissertation.

At the January 21, 2010 Board meeting, Dr. Hope-Jackson publicly announced that you had successfully completed your doctoral dissertation on Teacher Perceptions of Professional Development. You then publicly stated during the meeting that you had successfully completed and defended your doctoral dissertation from Cambridge College, Cambridge, Massachusetts, in November 2009. You further indicated that you researched Teacher Perceptions of Professional

Development Related to Multi-sensory Training, Using the Reading & Language Arts Centers (RLAC) Program.

RLAC was contracted by the District at your request for the 2008-2009 school year for teacher training, professional development, tutoring, supplies, summer school training, and other contracted services.

To date, RLAC has been paid \$317,877.88.

Title I and Title IIA funding sources were used to pay for RLAC services. You and Dr. Hope-Jackson violated federal funding guidelines by allowing you to use RLAC to subsidize your educational research for your doctorate degree.

The Board of Education never took official action to approve your doctoral research being conducted with District personnel and resources. In addition you misused both Keisha Alexander and Debra Hill, your administrative assistants, by having them work on your dissertation during the regular work day.

It appears that you have conducted unauthorized educational research involving Willow Run staff and students without obtaining parental permission or staff member approval as you are required to do when human subjects are used. Teachers whose perceptions of the RLAC training were measured as part of your research were not aware of their direct or indirect participation in your research study and did not have the opportunity to decline participation. Teachers were essentially forced by you to "buy-in" to the RLAC program. Teachers also have noted biases in the application and administration of the RLAC program. There may also be a potential conflict of interest in connection with your request to contract with RLAC which would be used for your dissertation work which was not disclosed.

You have been directed to provide a copy of your dissertation and supporting documents but have not done so.

If you cannot satisfactorily confirm that no professional or ethical requirements and protocols have been violated, then, according to Section 7A of your Contract of Employment:

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, fraud, or if Administrator materially breaches the terms and conditions of this Agreement.

CHARGE 13

You improperly entered into a contract for Physical Therapy services without prior Board approval in violation of Board Policy.

Board Policy 3630 regarding purchasing provides, in part, that:

When the purchase of service contracts or service agreements as a single item or a group of items in a single transaction costs in excess of \$5,000.00, the Superintendent shall bring the contract to the Board for approval.

- A. *Contracts can be forwarded by the Superintendent without Board approval for any single item or group of identical items costing less than an amount designated by statute. All other contracts require Board approval prior to purchase.*

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase exceeds the function by ten percent (10%).

However, without prior Board approval you signed and entered into a Contracted Service Agreement with Pediatric Therapy Associates for physical therapy services for the 2009/10 school year in the amount of \$40,320 on May 26, 2009.

You, instead of Superintendent Hope-Jackson, but with her knowledge, only subsequently brought the Contract to the Board for Board approval on August 20, 2009.

Furthermore, you and Dr. Hope-Jackson knew this was wrong and were deceitful by intentionally withholding information from the Board by not disclosing to the Board that you had already entered into the Contract way back in May and, in effect, “slipped” this by the Board.

You, together with Dr. Hope-Jackson, clearly violated this Board Policy and breached the terms of your Contract of Employment which requires you to comply with policies of the District and by engaging in deceitful misconduct.

CHARGE 14

You were derelict in performing your responsibilities by failing to timely arrange for all District special education professional staff to receive required training in billing Medicaid using “EXCENT Tera” for proper recording of “Encounters.”

As you know, it is vitally important for funding, proper services to students, and other purposes that the District perform Medicaid billing with respect to all eligible special education students. As you also know, this District has a lot of special education students.

Last Fall, all constituent school districts’ Directors of Special Education in Washtenaw Intermediate School District (WISD) were given a choice as to which special education providers they thought should bill Medicaid. This was discussed at several county Special Education Administrator Meetings [SEAMs] by Ms. Woltmann from the WISD. However, you never responded to Ms. Woltmann as you should have.

As a result, all WISD school district's Directors of Special Education – except for you – had begun working toward training their staff to bill Medicaid via Encounters in EXCENT Tera way last Fall, 2009. Our District was the only district in the entire county not having special education staff trained and billing Medicaid using EXCENT Tera some time ago.

WISD is sending their first aggregate Medicaid billing out by April 1, 2010. As we only recently learned of this situation on March 5, 2010, all District special education service providers have had to scramble to complete the necessary training. That includes speech/language pathologists, school social workers, occupational therapists, physical therapists, special education resource room teachers, teacher consultants, and self-contained special education teachers.

An emergency expedited Medicaid/Encounter training was set up and conducted by Ms. Woltmann on March 18, 2010. This had to be done because all of the billing information for Encounters going back to the beginning of this school year had to be entered through EXCENT Tera by March 30, 2010. A number of substitute teachers had to be utilized so that our special education service providers could attend the training session. The requirement to complete the training and timely enter Medicaid billings going back to the beginning of the school year was a daunting undertaking. This situation has detrimentally affected and significantly inconvenienced a lot of our staff members.

This whole fiasco was because you were derelict in performing your responsibility to timely plan for the required training.

This constitutes a major material breach of your Employment Contract with respect to competently and proficiently fulfilling your duties and responsibilities. As such, it is grounds for termination of your employment.

CHARGE 15

You have exhibited unacceptable and improper behavior in your interaction with employees, parents and Board members. You have engaged in unprofessional, contentious, disrespectful, confrontational, accusatory, intimidating, threatening, bullying, mistreating and derisive and abusive behavior toward them. If someone has gotten on your “wrong side” you have exhibited improper negativity toward them and have been ruthless in your treatment of them thereby abusing your authority. You have inappropriately used others to do your work.

You have been inappropriately harsh and brash with individuals resulting in a breakdown in communications and strained relationships with the Board and staff (including administrative, teaching and support employees). Your demeanor and manner have resulted in an irreconcilable loss of trust and respect for you. Confidence in your ability to exercise effective leadership has been irrevocably compromised.

These behaviors have been demonstrated, in part, by the following:

1. Former Assistant Principal/Athletic Director Bryan Schroeder stated the following regarding his interactions with you:

Mrs. Laconda Hicks was pushing the RLAC program at the secondary level. I was concerned that we were moving backwards by requiring all middle school teachers to teach a phonics based program to middle school students. I did the research and explained that there isn't any data out that supports this type of program at the secondary level. I asked if she could show me where I could find the data because I didn't think it was the right direction we needed to go. She replied, "You will do what you are told and you have been given a directive and need to not question me again!" I continued to ask for data to support such a purchase while we were canceling ELA programs that proved with data their success. She continued to explain that if I had a problem I could bring it up with Dr. Jackson, but I would be insubordinate because I was given a directive by her (Laconda Hicks). Needless to say, a couple months later I was informed that I would apply to be the dean of Students and have zero input into curriculum. I didn't believe it was a coincidence. Laconda Hicks was continually condescending and rude toward me and many others. I never had a positive interaction with her in the year that I worked in the same building. It was like I was a nuisance when I sought her out for special education questions. She was often out of the district at conferences and working of [on] her graduate studies and I had to rely on her secretary Debbie Hill for most of the things I needed addressed.

2. Rebecca Freeman, a retired Special Education Teacher/Consultant, related a series of disturbing incidents with respect to your decision-making and treatment of her.

You proceeded to announce to an entire group of special educators as news to everyone that Ms. Freeman would be transferred from Kaiser to a general education position at the middle school and others were also being transferred. This was an unprofessional way to address transfers of staff members.

Ms. Freeman questioned the wisdom of removing the Teacher/Consultants from a school which historically had a high special needs population. She was then accused by you of attempting to "pad" the caseload in the interest of maintaining her position. She was also told in front of the group by you that she was functioning like a paraprofessional. However, by removing the TC position, the school and District were immediately put in noncompliance with student Individualized Education Plans (IEP's) that had been written for students to receive support services within the general education curriculum and put the District in noncompliance with federal laws requiring that students receive the least restrictive services.

Although Ms. Freeman was anticipating a transfer to a regular education position, shortly before the transfer date she was informed that she would be moved to a self-contained Cognitively Impaired (CI) classroom at the high school. However, she did not have CI certification. It was totally inappropriate for CI students to have a teacher with no formal training in how to best facilitate their growth and development.

When an IEP meeting was held for a child, you were twenty minutes late for the meeting and you then refused to sit with the others.

When Ms. Freeman needed to consult with you about writing an IEP for a student who was going to receive homebound services, you proceeded to belittle her and talk down to her. Any conversation or meeting which Ms. Freeman had with you consisted of you talking to Ms. Freeman in a condescending, belittling manner.

At a graduation ceremony, the program had an asterisk next to the name of all of the CI students participating in the ceremony denoting that they were receiving certificates of completion which was a major violation of student confidentiality.

At the beginning of the 2008/09 school year, Ms. Freeman was reassigned several times and ultimately learned that she was to report to the middle school the next day but did not know the classroom, the grade level, or any specific position she would be assigned to. That was the fourth teaching assignment for that school year and it was only the first day of school.

Unlike prior Directors of Special Education, you were not visible by any stretch of the imagination. You made it clear that your role was to attack, belittle, and undermine special education staff members.

After having utilized the ICT Program for several years with good success, the program was changed to the RLAC and absolutely no credence was given to the opinions of staff members. Then every Professional Development Day during both the 2007/08 and 2008/09 school years was spent in RLAC training.

You did nothing to ensure that Ms. Freeman would have appropriate materials required for her to do her job.

Ms. Freeman was unable to access her students' RLAC testing results because you were using those statistics for her doctoral thesis.

3. Your administrative assistants were put in very uncomfortable situations as they were required to fill in and cover for you at meetings and otherwise do your work. They were essentially expected to perform your responsibilities for which they were not trained or experienced and which were not part of their job descriptions.

Ms. Debra Hill worked as your Administrative Assistant from when you began work in September of 2007 until she resigned in June of 2008. Ms. Hill did not leave the District with a positive impression of you as her immediate supervisor. She indicated that you talk a good talk, usually coming across as a very professional, highly educated person; however, what she came to find out was that you were actually much different. She observed you being rude to people, including staff and parents. She knew that you often ignored phone calls and emails from parents and staff.

It was her observation that Dr. Jackson gave you a lot of responsibilities and a lot of leeway in making decisions. Part of what you did was accept all the responsibility and then expect Ms. Hill or someone else to perform all the extra tasks.

You felt that if you portrayed that you could handle anything, it would look good to Dr. Jackson. When Dr. Jackson said, I need your department to be in charge of Title I, you said, okay. When Dr. Jackson said, I need your department to go to job fairs, you said, okay. When Dr. Jackson said, I need your department to handle Professional Development Days, you said, okay. However, ultimately, Ms. Hill or someone else did those things for you.

Ms. Hill indicated that she did a lot of work, and that was also a large part of why she resigned. She left because she took pride in her work and did her work to the best of her ability, but there was no way that one person could accomplish all that was put on her plate by you. Given the lack of support from you, Ms. Hill sought employment elsewhere. You knew that Ms. Hill was overburdened because she expressed that there was more work than one person could handle.

Ms. Hill knows that there were numerous times when you were not in the office when you should have been. There were afternoons, or mornings, that you weren't in the District or away on District business. There were many times when Ms. Hill tried to contact you by phone and she was unable to reach you. In June of 2008, Ms. Hill knows that your last scheduled workday was June 20th and that for approximately the next six weeks you would be away at Cambridge. During that time, you reassigned Ms. Hill to report to Mr. Gray, the Secondary Principal, and your job function was going to be performed over the summer by Mr. Gray and Ms. Hill. You told Ms. Hill that Dr. Jackson was aware that you were going to be out of the office that summer and that Ms. Hill was to report to Mr. Gray.

Ms. Hill also recounted an incident where you, as the Director, were responsible for supervision of programs and it was your responsibility to ensure that Individual Educational Plans (IEPs) for students were being properly followed. During the year, there were numerous complaints. One complaint in particular was where an IEP stated that the student was to receive a certain amount of service time, and the parents felt that was not happening. There were several times that Ms. Hill was asked to handle the matters, and she was very, very uncomfortable with that. She felt that that should have been handled by you.

Ms. Rosalind Irvey, a Speech Therapist had been employed by the District and, following her retirement, was contracted as a Speech Therapist for the District because Speech Therapists were very difficult to obtain. With Speech Therapy being written into students' IEPs, the District was legally required to provide that service. Ms. Hill knows that Ms. Irvey got on your "list" because she stood up to you and you did not like that. Thereafter, you made every effort to get rid of her. It came down to a day when you and Ms. Irvey had some conversations behind closed doors in your office. Within a couple of days, you had Ms. Hill compose a letter to dismiss Ms. Irvey. When it came down to the time when Ms. Irvey was to be given the notice, you instructed Ms. Hill to deliver the message and watch over her while she gathered her belongings and escort her from the building. Ms. Hill was very, very uncomfortable with that because she had worked with Ms. Irvey for some time and believed her to be very capable. That

is a responsibility that you, not Ms. Hill, should have performed. As Ms. Hill was told many times by you, she was the Administrative Assistant and you were the Director of the Department. As an Administrative Assistant, even though that was not her job, she did it anyway.

4. Keisha Alexander worked for WRCS from August 2008 until September 2009 and was the Administrative Assistant in the Special Services, Special Education Department, working directly with you. She stated that she received very little training or oversight from you throughout that time. She indicated that the more she became acclimated to the job, the less presence you had in the office. It was common during this period for you to arrive in the office no earlier than 11:00 a.m. on average, and leave early (2:00 to 3:00 p.m.) more often than not.

It became routine for Ms. Alexander to attend meetings on your behalf, representing the department.

Ms. Alexander did not see you in the office on more than a handful of occasions throughout the total summer of 2009 while you were away at Cambridge University. Ms. Alexander also confirmed that one of the classes which you took at Cambridge University, which was not during the summer, required your presence once per month on a long weekend (Friday through Monday).

You utilized Ms. Alexander's services to prepare reports for your dissertation, off and on during District work time and utilizing the District color copier for printing the lengthy document.

Ms. Alexander indicated that she had provided a student caseload to Ms. Abraham which you didn't like and took back. However, Ms. Abraham filed a grievance and won, and though it was not Ms. Alexander's fault, you ultimately unfairly put the blame on Ms. Alexander, which prompted her to submit her letter of resignation.

5. In an email dated November 9, 2009 to Acting Superintendent Laura Lisicki, you displayed a contentious, accusatory and defiant attitude, which resulted in you receiving a Letter of Redirect.

6. Shalimar Goble's child was receiving special education services at Kettering Elementary School through his IEP which was to be in effect until April 18, 2008.

However, on November 7, 2007, when Mr. Kelly Goble, the father, came to your office, you told him about a meeting which was to be held with staff members on November 9, 2007 regarding their child. Mr. Goble asked you if he could come to the meeting. You said yes, but then called him via telephone and told him "not to come – there was no need for him to be involved." Both Shalimar and Kelly Goble went to the November 9, 2007 meeting anyway. You talked to your staff first and then invited the parents to come in. That is when they found out that you had already written up an addendum to their child's original IEP with no parental input and their concerns were not addressed in the addendum. Both Shalimar and Kelly Goble signed the addendum indicating that they did not agree to the addendum. The addendum states that if the parents are not in agreement, the addendum cannot be implemented. It also states that

an addendum cannot be written to change a program or to exit out of special education, which is what the addendum provided. Even though the parents indicated they did not agree with the addendum, you implemented it on the next school day, Monday, November 12, 2007. Their son whose original IEP provided for 25 hours of special education services a week in a self-contained classroom was then moved into a general third grade classroom.

On December 19, 2007, a meeting was held to negotiate a new IEP due to the violation by you of his original IEP and the addendum which the parents did not agree with being implemented. At that meeting, in front of a number of people, you stated that you knew the law and also admitted that you had broken the law. Then a minute or so later, you turned around and said that you didn't say that. You also told the parents that you could implement any program that you wanted without their permission, which is not true..

The parents had also requested that their child's former Special Education Teacher, Rachael Jenneman, be present for the meeting because she had been his Special Education Teacher for almost four full years and knew his needs better than anyone else. She was prevented from attending.

The Gobles filed three separate complaints for your violation of state and federal special education laws and ultimately prevailed. However, they were very upset, distraught and frustrated by the whole mess created by you and removed all four of their children from enrollment in the District.

7. In October 2007, Dr. Hope-Jackson represented to the Board of Education that system abuse had occurred when she accused Special Education Teacher Charlotte Tillerson (and two other teachers, Kathleen Miller and Kelly Mickel) of submitting requests for internal substitute pay although the party they claimed to be substituting for was not absent. This accusation was later found to be totally false, but Dr. Jackson had already damaged their reputations.

Thereafter, starting in January 2008, you and Dr. Hope-Jackson began to treat Ms. Tillerson in an unprofessional manner.

In January 2008, you "uninvited" her to a Special Education Teacher meeting without good reason.

In March of 2008, during a joint evaluation conference with Principal Gray, you belittled her with negative and untrue statements. For example, you accused her of not turning the lesson plan in for the lesson which you and Mr. Gray observed when, in fact, she had placed it in Mr. Gray's mailbox three to four days before the observation date and he never retrieved it out of his mailbox. You also stated that she did not have classroom management skills, which was not true.

In April of 2008, you recommended her termination to the Board and belittled her and discredited her teaching skills.

In April of 2008, Dr. Hope-Jackson accused her of disclosing confidential information about her employment with a parent, which was not true.

In April of 2008, Dr. Jackson also wrote a letter referring to an invalid evaluation which was supposed to be destroyed.

In May of 2008, you made a recommendation that she go to a classroom management workshop, which was a joke among her coworkers because she had already demonstrated effective classroom management skills.

In June of 2008, she was denied summer employment along with three other coworkers while several teachers from outside the District were given the summer employment. This was a violation of the WREA Contract and was grieved.

On August 26, 2008, her school assignment for the 2008/09 school year was changed from Ford to Kettering without notifying her until days later.

In October of 2008, you sent her a letter accusing her of discussing and sharing information with a grandmother about her granddaughter whom the grandmother did not have guardianship over. However, she never shared any information with the grandmother.

In January of 2009, Ms. Tillerson was interviewed for an RLAC after-school tutoring program and was told she was given the job, but hours later was told the offer was rescinded because RLAC was told that she had received a negative evaluation by the District.

In February of 2009, a second posting requesting after-school tutors was sent out by RLAC for applicants even if they did not have RLAC training, or were not even certified teachers.

In March of 2009, Ms. Tillerson was told that she needed to be observed by her Principal in order to be hired by RLAC, even though no other teacher in the District had to be observed by his/her Principal to be hired for that program.

In April of 2009, Ms. Tillerson was told she was given the okay to be hired for the after-school RLAC program.

However, in June of 2009, Ms. Tillerson was informed that no contract was ever offered to her in January and she would not be hired.

It is apparent that the District was intent on not employing Ms. Tillerson in the summer program and was preventing Ms. Tillerson from being employed as an after-school tutor by RLAC.

8. During the 2007/08 school year, Ms. Rosalyn Erby was providing speech services to the District as a contracted Speech Therapist.

On February 14, 2008, you handed her a letter stating that she was being terminated effective ten days thereafter.

She had no inkling whatever that there was even the slightest contemplation by anyone of terminating her services. She was absolutely dumbfounded and flabbergasted. To her, it felt like the infamous "Valentine's Day Massacre."

She responded to you by letter dated February 19, 2008, which stated, in part:

Your letter started with this statement, "Please be advised that concerns have surfaced regarding your inability to follow directives and about your testing protocol." Until receiving this letter on 2-14-08, to my knowledge, you have not spoken, emailed, or written me regarding these concerns. In fact, when I met with you two days earlier, you did not mention, nor hint of any displeasure with me or my job performance. Your reference questioning my testing protocol is quite perplexing. Even though I've evaluated many students, I have not formally tested a student since the Fall of 2007. Since you did not discuss testing protocol with me in the past, I'm not sure what testing protocol I failed to follow.

Your response to Ms. Erby's letter was verbal outrage; immediate termination of her employment (*i.e.*, contracted Speech Therapist services); she was commanded to gather her personal belongings and leave the building immediately; and you directed Ms. Debbie Hill to escort her out of the building.

Ms. Erby also knows that you have made slanderous statements about her.

This constituted very unprofessional behavior on your part.

CONCLUSION


As President of the Board, it is my considered opinion that your misconduct and dereliction of duty as specified above is nothing short of shameful, reprehensible and inexcusable. It cannot be tolerated or condoned. You have taken advantage of the District at the expense of the District for your own personal gain. It has adversely affected the District and has resulted in such a loss of confidence and trust in you, and respect for you, that you are unfit to continue in employment in this District as an Administrator or in any other capacity.

Accordingly, I believe that the Board has sufficient grounds for termination of all employment with the District and I am, therefore, recommending that the Board do so at this time. In addition, this letter serves as notice that the Board is also considering nonrenewal of your Contract of Employment upon its expiration date.

The Board is prepared to afford you the opportunity for a hearing before the Board as specified in your Contract of Employment.

The hearing will be held on dates and at times and at a location to be determined. Under the Open Meetings Act, the hearing may be held in open or closed session at your request. However, any decision of the Board with respect to these charges will be made in open session.

Please inform Acting Superintendent Laura Lisiscki in writing whether you are requesting a hearing, and, if so, whether you would like the hearing to be held in open or closed session by March 31, 2010.



Sheri Washington
President, Board of Education

c: Board Members
Laura M. Lisiscki

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