



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

MEMORANDUM

TO: Dr. Doris Hope-Jackson, Superintendent reassigned to Director of Information and Assessment

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.

Your Contract of Employment provides in Section 1 that:

1. **Duties.**

Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent 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. The Superintendent shall exercise those powers and perform those duties prescribed by Board policies and resolutions, and imposed by Michigan law. The Superintendent shall have the authority, subject to approval by the Board, to organize, reorganize, and arrange administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the needs and interests of the Willow Run

Community Schools. The responsibility for the selection, placement and transfer of personnel shall also be vested in the Superintendent, subject to Board approval.

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

In addition, your Contract of Employment provides in Sections 11E and F the following with respect to termination:

11. Termination.

This employment contract may be terminated:

- E. For acts of moral turpitude, misconduct (intentional wrongdoing), fraud or if the Superintendent materially breaches the terms and conditions of this agreement.*
- F. For good and just cause provided that the Board does not arbitrarily and capriciously call for her dismissal. The Superintendent shall have the right to receive the charges in writing, notice of a hearing, and a hearing with all rights of due process under law. In the event that the employment of the Superintendent is terminated for cause during the term of the contract, the 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 for Student Services Administrator Laconda Hicks to receive more pay than that to which she was 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 Ms. Hicks' 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 her Contract of Employment provides that the “annual salary rate” for her 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, she did not actually begin employment until September 7, 2007 when there were only 211 work days remaining. This means that her prorated maximum gross salary for that period was \$70,767.78. However, unbeknownst to the Board, in February of 2008, you approved a retroactive payment to her of \$16,434.22 for the 49 work days which she 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 Ms. Hicks’ 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 she actually worked was the correct payment for her for that portion of that year, not the full \$87,202.

In addition, all paid leave day benefits for Ms. Hicks for sick days, personal business days, non-duty days, and vacation days were initially correctly prorated by Human Resource Coordinator, Cecilia Queener, based on Ms. Hicks’ first day of employment. However, on February 5, 2008, you also ordered Ms. Queener to grant full leave benefits to Ms. Hicks as if she 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 begin work at the beginning of their work year have their pay and paid leave day benefits prorated. In essence, instead of Ms. Hicks’ pay and benefits being prorated for the portion of the year she actually worked as they should have been, you improperly enabled her to receive over two months pay for time before she even reported for work with the District.

These changes were made by you without the knowledge or approval of the Board.

By acting in collusion with your friend Ms. Hicks you thereby inappropriately allowed her to receive money from the District to which she was not entitled and defrauded the District. That dishonest conduct certainly constitutes an act of misconduct, moral turpitude and fraud and breaches the terms and conditions of your Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 2

You also knowingly and willfully arranged for Laconda Hicks to receive more pay than that to which she was entitled for the 2008/09 fiscal year.

On August 8, 2008, the Board of Education approved a new Salary Schedule. On that schedule, Ms. Hicks should have been moved to District Director (ES) Level 5 at \$90,051. However, your proposed motion for the Board was to pay Ms. Hicks at \$91,399.00 instead (plus

an additional \$1,500 for an Educational Specialist). You did this without Board knowledge that Ms. Hicks was being moved over two steps on the schedule instead of one.

In June of 2009, you then compounded the additional pay problem for the 2008/09 year by improperly ordering Cecilia Queener to make a retroactive pay adjustment for Ms. Hicks by paying her at an even higher 08/09 salary rate of \$92,837 (plus \$1,500 for ES). This was done without Board knowledge or consent. That also then meant that Ms. Hicks' pay continued for the 2009/2010 year at the higher rate of \$92,837 (plus \$1,500 for ES).

By acting in collusion with your friend Ms. Hicks, you thereby inappropriately allowed her to receive more money from the District than that to which she was entitled and defrauded the District. That dishonest conduct certainly constitutes an act of misconduct, moral turpitude, and fraud and breaches the terms and conditions of your Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 3

You have improperly and intentionally authorized for Ms. Hicks to receive additional payments beyond her contractual salary purportedly for extra time put in for additional work.

However, she is a salaried employee. As such she is expected and required to perform all of her job duties and responsibilities including "other duties as assigned" as part of her salary. She is not entitled to additional pay on top of her salary for doing her job during her regular work hours or if she 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 approved three separate "Stipend Request Forms" from Ms. Hicks for additional payments to her 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 authorized \$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 Ms. Hicks' job responsibilities. For example, she claimed extra pay for "evaluation of teaching staff" which she is responsible for doing without extra pay.

By acting in collusion with your friend Ms. Hicks you approved and she received extra compensation for simply doing her job which she is already paid a salary to do. In essence, you allowed her to bilk the District out of money to which she was not entitled by boosting her 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 when the Board was making cuts due to the District's precarious 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 make sure that Ms. Hicks maintains on-site work times and hours that would best enable her to fulfill her job responsibilities. However, it has been discovered that you have not done so as she routinely failed and/or intentionally chose not to do so.

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.

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.

Board Policy 2400 regarding Administrative Personnel Supervision states:

The superintendent shall be responsible for the supervision of all administrative personnel.

Ms. Hicks 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 she would stay in her 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 Ms. Hicks would not keep regular office hours every day, the vast majority of her time out of the office was unaccounted for and was not devoted to performing work-related responsibilities at different locations. You allowed this situation to exist to the District's detriment.

You did not have Ms. Hicks complete the “sign-in/sign-out” forms to indicate times that she was in and out of the building and her location when out of the building. All other administrators were required to do so, with the sole exceptions being Ms. Hicks and Mr. Gray, as friends of yours. This constitutes inconsistent, disparate treatment of administrators by you.

The considerable time she was missing from work day in and day out meant that she was not available to do her job. You were responsible for the supervision of all administrative personnel.

As a result, Ms. Hicks was not devoting her “talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned” and neither were you. Ms. Hicks was 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 [her] Contract” and neither were you.

You thereby did not comply with Section 1 of your Contract.

Accordingly, pursuant to Section 11E, the Board may terminate your Contract of Employment.

CHARGE 5

You have allowed Ms. Hicks to intentionally neglect and/or fail to consistently perform her 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, Ms. Hicks attended only four and missed eight as follows:

Ms. Hicks attended on:

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

Ms. Hicks 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 her professional responsibilities and allowing her to do so constitutes dereliction of your professional responsibilities. You were responsible for the supervision of all administrative personnel.

As a result, neither you nor Ms. Hicks were devoting your “talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.” She was 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 [her] Contract.” And neither were you.

You thereby did not comply with Section 1 of your Contract.

Accordingly, pursuant to Section 1 and Section 11E of your Contract of Employment, the Board may terminate your Contract of Employment.

CHARGE 6

During the summer of 2008 you allowed Ms. Hicks to abuse paid sick leave by permitting her to use paid sick leave days for days she was absent but was not sick.

Ms. Hicks' pay is based on 260 work days when she is either actively working or on paid leave for permissible reasons. From June 23, 2008 through July 25, 2008, you authorized her use of paid sick leave for 22.5 days as follows:

- 6/23, 24, 25, 26, & 27 - 4.5 paid sick days (Note: on 6/23 she used .5 paid sick days and .5 paid non-duty days, and on 6/30 she 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 Ms. Hicks signed the "Confirmation of Absence" forms on which she certified as true that her use of paid sick leave was for family illness. On 12/12/08 you signed her "Confirmation of Absence" forms.

However, on 9/16/08 Ms. Hicks also signed an "Application to Attend Undergraduate/Graduate Study" form indicating that on those very same days (6/23/08 through 7/25/08) she was 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 you on 9/19/08. Ms. Hicks also requested and was paid tuition reimbursement for the classes she attended during the summer of 2008.

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

By her using paid sick leave instead of paid vacation days to attend her college classes in Cambridge, Massachusetts, she was thereby also able to save her paid vacation days to use at another time which would result in more absences from work. In addition, unused vacation days are paid out when the employee leaves the District at the employee's much higher regular daily rate of pay, whereas unused sick days are paid at the rate of \$55 per day. Either way, Ms. Hicks would gain and the District would lose. You knowingly permitted her to abuse the system and you thereby abused the system yourself.

In essence, instead of properly supervising Ms. Hicks to make sure she was working for her pay as required by Board Policy 2400, you enabled her to receive full pay and insurance for approximately 6 weeks while she was working on her doctorate in Cambridge, Massachusetts. This was totally irresponsible and adverse to the District's interest at a time the District could ill afford unjustified paid time off. You knew that the board would not approve full payment for Ms. Hicks' course work on a doctorate because the Board had told you so, so you approved this improper way for her to do receive other District compensation for her.

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 Ms. Hicks she thereby inappropriately obtained money from the District to which she was not entitled and defrauded the District. You facilitated the occurrence of that fraud. That dishonest conduct on your part as well as hers 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.

In addition, when the Board asked you about Ms. Hicks being absent during that summer you told the Board that she was using vacation days to be off work. This was an unprofessional misrepresentation of what was actually being done with your help.

CHARGE 7

During the summer of 2009 you again allowed Ms. Hicks to abuse paid sick leave by permitting her to use paid sick leave days for days she was absent but was not sick.

From July 1, 2009 through July 24, 2009, Ms. Hicks 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 she signed a "Request for Leave" form on which she certified as true that her use of paid sick leave was for personal illness. You also signed her "Request for Leave" form. A specific written request by the District's Human Resource Coordinator Cecilia Queener for her to have medical certification forms completed to determine her Family and Medical Leave Act eligibility was never complied with by you. However, you directed Ms. Queener to approve paid leave for her anyway.

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

Therefore, both you and Ms. Hicks knew that on the days that she claimed to be personally ill, she was in actuality not ill at all but, instead, attending college classes in Cambridge, Massachusetts. She and you were thereby committing fraudulent misrepresentation for her personal gain in the amount of approximately \$3,755.

By using paid sick leave instead of paid vacation days to attend her college classes in Cambridge, Massachusetts, she was thereby also able to save her paid vacation days to use at another time resulting in more absences from work. In addition, unused vacation days are paid out when the employee leaves the District at the employee's much higher regular daily rate of pay, whereas unused sick days are paid at the rate of \$55 per day. Either way, Ms. Hicks would gain and the District would lose. You permitted her to abuse the system and you thereby abused the system yourself.

In addition, Ms. Hicks told other employees such as her administrative assistant that she would be in Cambridge for at least six weeks so many of the days she was absent weren't charged to sick leave – instead she was just absent with full pay. Pursuant to Board Policy 2400, you were responsible for her supervision but just allowed her to be gone with full pay to work on her doctorate at District expense while the District was clearly struggling financially.

In essence, you enabled Ms. Hicks to receive full pay and insurance which was totally irresponsible and adverse 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 Ms. Hicks she thereby inappropriately obtained money from the District to which she was not entitled and defrauded the District. You facilitated the occurrence of that fraud. That dishonest conduct on your part as well as hers 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 allowed Ms. Hicks to accept a donation of ten (10) paid sick leave days from Secondary Principal Larry Gray even though you knew that the transfer to Ms. Hicks of those days did not meet the requirements for such donated days and that she was 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 Ms. Hicks purportedly for “personal/extenuating circumstances” reasons. However, at that time, she did not qualify for such days as she was, or was going to be, taking classes for her doctorate degree at Cambridge College in Cambridge, Massachusetts. You approved the donation to your friend Ms. Hicks knowing that she did not qualify at that time for such days. This benefit to her, and your approval of it, 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 permitting Ms. Hicks to use paid sick leave instead of vacation days while she was attending college classes in Massachusetts as reflected in Charges 6, 7, and 8, there were other occasions when Ms. Hicks was absent and you allowed her to receive her regular pay for such days instead of having the absences properly charged against paid vacation days or non-duty days as she should have and you should have enforced.

For example, over the 10 work-day Christmas break, 12-month Administrators, such as Ms. Hicks, 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, Ms. Hicks did not use any vacation days (or non-duty days) to cover the four work days during each of those holiday breaks, yet she received full salary for those days. She also did not use vacation days for winter and spring breaks when she was not working like she should have. Instead she just took the days off with pay and didn't report her absence.

Ms. Hicks' 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. Ms. Hicks only used 3 vacation days, even though she was absent and should not have received pay for such days without using vacation days. In other words, you have allowed Ms. Hicks to deliberately fail to properly report absences which should then have properly been charged against her paid vacation days resulting in pay she should not have received and enabling her to hoard vacation days which she could use at a later time resulting in more absences from work. As of 02/03/2010, she purportedly has 67

unused vacation days, many, if not all, of which should have been used in order for her to properly receive pay for days she was absent. In addition, unused vacation days are paid out when the employee leaves the District at the employee's 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.

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

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

CHARGE 10

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

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

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

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 Ms. Hicks you fraudulently obtained signatures on a new Contract of Employment for her with changed terms without Board authorization or approval.

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

Her 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 her 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 duped the Board into approving the higher amount. Unbeknownst to the Board, in June of 2009 you also unilaterally gave her a retroactive pay increase 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 her 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 Ms. Hicks or to extend the expiration date of her Contract from June 30, 2010 to June 30, 2011.

Despite that fact, you and your friend Ms. Hicks had a new Contract prepared which contained a number of substantial changes in the terms and conditions from her previous Contract of Employment. Ms. Hicks signed that new Contract on July 7, 2009 knowing that it had not been approved by the Board. Moreover, you and Ms. Hicks 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 Ms. Hicks knew that Ms. Braxton had no authority to sign that Contract.

In addition, you and Ms. Hicks 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 Ms. Hicks. He knew that the Board had not approved a new Contract of Employment or an extension of her Contract for her at all, much less a Contract of Employment for her with changed terms and conditions. Ms. Hicks' 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 Ms. Hicks 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 you and Ms. Hicks changed without Board knowledge or approval in the Contract of Employment which you and Ms. Hicks 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 Ms. Hicks and detriment to the District.

Both the manner in which changes were knowingly and intentionally made in the Contract by you and Ms. Hicks 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 1 and Section 11E of your Contract of Employment, the Board may terminate your Contract of Employment.

In addition, the changed Contract prepared by you and Ms. Hicks is invalid, unenforceable, and null and void.

CHARGE 12

Based on information and belief, you permitted the unauthorized and unethical research by Ms. Hicks who did not comply with the proper professional and ethical requirements and protocols in conducting research involving Willow Run students and staff members for her dissertation.

At the January 21, 2010 Board meeting, you publicly announced that Ms. Hicks had successfully completed her doctoral dissertation on Teacher Perceptions of Professional Development. Ms. Hicks then publicly stated during the meeting that she had successfully completed and defended her doctoral dissertation from Cambridge College, Cambridge, Massachusetts, in November 2009. She further indicated that she 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 Ms. Hicks' and 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 Ms. Hicks violated federal funding guidelines by allowing Ms. Hicks to use RLAC to subsidize her educational research for her doctorate degree.

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

It appears that you allowed Ms. Hicks to conduct unauthorized educational research involving Willow Run staff and students without obtaining parental permission or staff member approval as she was required to do when human subjects are used. Teachers whose perceptions of the RLAC training were measured as part of Ms. Hicks' research were not aware of their direct or indirect participation in her research study and did not have the opportunity to decline participation. Teachers were essentially forced by Ms. Hicks 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 Ms. Hicks' request to contract with RLAC which would be used for her dissertation work which was not disclosed.

Ms. Hicks has been directed to provide a copy of her dissertation and supporting documents but has not done so.

If you and Ms. Hicks cannot satisfactorily confirm that no professional or ethical requirements and protocols have been violated, then, according to Section 11E of your Contract of Employment the Board may terminate your Contract.

CHARGE 13

Under your supervision, Ms. Hicks 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 Ms. Hicks 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.

Ms. Hicks, instead of you, but with your knowledge, only subsequently brought the Contract to the Board for Board approval on August 20, 2009.

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

You, together with Ms. Hicks, 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

Under your supervision, Ms. Hicks was derelict in performing her 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, Ms. Hicks never responded to Ms. Woltmann as she should have.

As a result, all WISD school district's Directors of Special Education – except for Ms. Hicks – 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 Ms. Hicks, under your supervision, was derelict in performing her 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

Under your supervision, Ms. Hicks has exhibited unacceptable and improper behavior in her interaction with employees, parents and Board members. She has engaged in unprofessional, contentious, disrespectful, confrontational, accusatory, intimidating, threatening, bullying, mistreating and derisive and abusive behavior toward them. If someone has gotten on her "wrong side" she has exhibited improper negativity toward them and has been ruthless in her treatment of them thereby abusing her authority. She has inappropriately used others to do her work.

Under your supervision, Ms. Hicks has 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). Her demeanor and manner have resulted in an irreconcilable loss of trust and respect for her. Confidence in her 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 Ms. Hicks:

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 Ms. Hicks' decision-making and treatment of her.

Ms. Hicks 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 Ms. Hicks of attempting to “pad” the caseload in the interest of maintaining her position. She was also told in front of the group by Ms. Hicks 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, Ms. Hicks was twenty minutes late for the meeting and Ms. Hicks then refused to sit with the others.

When Ms. Freeman needed to consult with Ms. Hicks about writing an IEP for a student who was going to receive homebound services, Ms. Hicks proceeded to belittle her and talk down to her. Any conversation or meeting which Ms. Freeman had with Ms. Hicks consisted of Ms. Hicks 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 when you, Dr. Jackson, handed her an envelope while she was in the middle of teaching a class but she still 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, Ms. Hicks was not visible by any stretch of the imagination. Ms. Hicks made it clear that her 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.

Ms. Hicks 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 Ms. Hicks was using those statistics for her doctoral thesis.

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

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

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

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

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 Ms. Hicks. Given the lack of support from Ms. Hicks, Ms. Hill sought employment elsewhere. Ms. Hicks 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 Ms. Hicks was not in the office when she should have been. There were afternoons, or mornings, that Ms. Hicks wasn't in the District or away on District business. There were many times when Ms. Hill tried to contact Ms. Hicks by phone and she was unable to reach her. In June of 2008, Ms. Hill knew that Ms. Hicks' last scheduled workday was June 20th and that for approximately the next six weeks she would be away at Cambridge. During that time, Ms. Hicks reassigned Ms. Hill to report to Mr. Gray, the Secondary Principal, and Ms. Hicks' job function was going to be performed over the summer by Mr. Gray and Ms. Hill. Ms. Hicks told Ms. Hill that you were aware that Ms. Hicks was 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 Ms. Hicks, as the Director, was responsible for supervision of programs and it was Ms. Hicks' 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 Ms. Hicks.

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 Ms. Hicks' "list" because she stood up to Ms. Hicks and she did not like that. Thereafter, Ms. Hicks made every effort to get rid of her. It came down to a day when Ms. Hicks and Ms. Irvey had some conversations behind closed doors in Ms. Hicks' office. Within a couple of days, Ms. Hicks 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, Ms. Hicks instructed Ms. Hill to deliver the message and watch over Ms. Irvey 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 Ms. Hicks, not Ms. Hill, should have performed. As Ms. Hill was told many times by Ms. Hicks, she was the Administrative Assistant and Ms. Hicks was 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 Ms. Hicks. She stated that she received very little training or oversight from Ms. Hicks throughout that time. She indicated that the more she became acclimated to the job, the less presence Ms. Hicks had in the office. It was common during this period for Ms. Hicks 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 Ms. Hicks' behalf, representing the department.

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

Ms. Hicks utilized Ms. Alexander's services to prepare reports for Ms. Hicks' 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 Ms. Hicks didn't like and took back. However, Ms. Abraham filed a grievance and won, and though it was not Ms. Alexander's fault, Ms. Hicks ultimately unfairly put the blame on Ms. Alexander, which prompted her to submit her letter of resignation.

5. 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.

Under your supervision, however, on November 7, 2007, when Mr. Kelly Goble, the father, came to Ms. Hicks' office, Ms. Hicks told him about a meeting which was to be held with staff members on November 9, 2007 regarding their child. Mr. Goble asked Ms. Hicks if he could come to the meeting. Ms. Hicks 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. Ms. Hicks talked to her staff first and then invited the parents to come in. That is when they found out that Ms. Hicks 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, Ms. Hicks 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 Ms. Hicks 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, Ms. Hicks stated that she knew the law and also admitted that she had broken the law. Then a minute or so later, Ms. Hicks turned around and said that she didn't say that. Ms. Hicks, while under your supervision, also told the parents that she could implement any program that she 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 Ms. Hicks' 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 Ms. Hicks, while under your supervision, and removed all four of their children from enrollment in the District.

6. In October 2007, you represented to the Board of Education that system abuse had occurred when you 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 you had already damaged their reputations.

Thereafter, starting in January 2008, you and Ms. Hicks began to treat Ms. Tillerson in an unprofessional manner.

In January 2008, Ms. Hicks, while under your supervision, “uninvited” her to a Special Education Teacher meeting without good reason.

In March of 2008, during a joint evaluation conference with Principal Gray, Ms. Hicks belittled Ms. Tillerson with negative and untrue statements. For example, Ms. Hicks accused Ms. Tillerson of not turning the lesson plan in for the lesson which Ms. Hicks and Mr. Gray observed when, in fact, Ms. Tillerson 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. Ms. Hicks also stated, while under your supervision, that Ms. Tillerson did not have classroom management skills, which was not true.

In April of 2008, Ms. Hicks recommended Ms. Tillerson’s termination to the Board and belittled Ms. Tillerson and discredited her teaching skills.

In April of 2008, you accused Ms. Tillerson of disclosing confidential information about her employment with a parent, which was not true.

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

In May of 2008, Ms. Hicks made a recommendation that Ms. Tillerson go to a classroom management workshop, which was a joke among Ms. Tillerson’s coworkers because Ms. Tillerson had already demonstrated effective classroom management skills.

In June of 2008, Ms. Tillerson 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, Ms. Tillerson’s school assignment for the 2008/09 school year was changed from Ford to Kettering without notifying her until days later.

In October of 2008, Ms. Hicks sent Ms. Tillerson a letter accusing Ms. Tillerson of discussing and sharing information with a grandmother about her granddaughter whom the grandmother did not have guardianship over. However, Ms. Tillerson 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.

7. 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, Ms. Hicks, while under your supervision, handed her a letter stating that Ms. Erby was being terminated effective ten days thereafter.

Ms. Erby 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."

Ms. Erby responded to Ms. Hicks by letter dated February 19, 2008, which stated, in part:

Your [Ms. Hicks'] 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 [Ms. Hicks] have not spoken, emailed, or written me regarding these concerns. In fact, when I met with you [Ms. Hicks] two days earlier, you [Ms. Hicks] did not mention, nor hint of any displeasure with me or my job performance. Your [Ms. Hicks'] 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 [Ms. Hicks] did not discuss testing protocol with me in the past, I'm not sure what testing protocol I failed to follow.

Ms. Hicks' response, while under your supervision, to Ms. Erby's letter was verbal outrage; immediate termination of Ms. Erby's employment (*i.e.*, contracted Speech Therapist services); Ms. Erby was commanded to gather her personal belongings and leave the building

immediately; and Ms. Hicks, while under your supervision, directed Ms. Debbie Hill to escort Ms. Erby out of the building.

Ms. Erby also knows that Ms. Hicks, while under your supervision, has made slanderous statements about Ms. Erby.

This constituted very unprofessional behavior on Ms. Hicks' part, as well as yours, as her supervisor, in allowing her to continue displaying such unprofessional behavior.

CHARGE 16

You also did virtually the same thing with respect to approving unauthorized, retroactive pay for Mr. Larry D. Gray II to which he was not entitled as you did with Ms. Hicks (see charge #1).

This is inconsistent with Board Policy 2400 which states that:

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

Mr. Gray began employment as the Secondary Principal on 8/3/2007. The salary for his position for a full year (7/1/07 to 6/30/08) (260 paid work days) would have been \$100,000 (\$384.62 per day). However, since he did not actually begin working until 8/3/07, his salary was prorated for the period from 8/3/07 to 6/30/08 (236 paid work days) or \$90,770.32.

However, on 2/5/08 you approved and directed that a retroactive payment be made to Mr. Gray in the amount of \$9,229.68 for the 24 days which he did not work from 7/1/07 until 8/3/07.

For the following 2008/2009 school year Mr. Gray's annual salary was based on an annual salary for working a full 12 months during the 2007/2008 school year of \$100,000, thereby confirming that the prorated amount of \$90,770.32 for the portion of the 2007/2008 school year which he actually worked was the correct payment for him for that portion of that year, not the full \$100,000.

In addition, all paid leave day benefits for sick days, personal days, non-duty days, and vacation days were initially correctly prorated by Human Resources Coordinator Cecilia Queener based on Mr. Gray's first day of employment. However, on 2/5/08 you also ordered Ms. Queener to grant full leave benefits to Mr. Gray as if he had begun employment on 7/1/07 instead of those benefits being prorated. This was inconsistent with the way all other employees who do not work the full year have their salary and paid leave day benefits prorated.

These changes were made by you without the knowledge or approval of the Board.

By acting in collusion with your friend Mr. Gray, you thereby inappropriately allowed him to receive money and benefits from the District to which he was not entitled and defrauded

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

CHARGE 17

You improperly authorized a tuition reimbursement for Secondary Principal Larry Gray by approving his "Application to Attend Undergraduate/Graduate Study" for the summer of 2007 term.

The Application form expressly provides that "this form **MUST** be submitted for approval two weeks prior to the beginning of the class(es)." However, Mr. Gray did not submit the form until 10/22/07 and it was for classes at Western Michigan University which he made payment to Western Michigan University for on 7/31/07.

You abused your authority by approving payment in the amount of \$414.78 (when the form was not timely submitted and he had paid for the classes three days prior to being hired by the District). This abuse of authority constitutes an act of misconduct, moral turpitude and fraud and breaches the terms and conditions of your Agreement and, in and of itself, is good and just cause for discharge.

CHARGE 18

You misappropriated District funds by approving a Stipend Request to Secondary Building Administrators Larry Gray and Shannon Smith of \$1,000 each.

On 6/4/09 Gray and Smith submitted a request for working with the staff to complete the Comprehensive Needs Assessment and School Improvement Plan. On 6/9/09 you signed and approved the Stipend Request.

However, you abused your authority and failed to demonstrate appropriate fiscal responsibility because as salaried Administrators both Gray and Smith were expected to perform that responsibility as part of their regularly assigned work duties.

In addition, Gray and Smith were members of the administrator union. No other administrator in the union was given any extra compensation for the CNA/SIP report work. Each building had to complete a report and gather facts that were requested by the state. Many hours were spent on this project in every building. Gray and Smith were treated more favorably than the other administrators resulting in disparate treatment. In addition, the rate at which they were compensated is very high compared to rate specified on the form for teachers of \$25 per hour or \$80 per day.

This was inconsistent with Board Policy 2400 and Administrative Regulation 2400-R regarding the Administrative Work Day.

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

CHARGE 19

You failed to provide sufficient administrative oversight for former Secondary Principal Larry Gray who was quite often absent from the building during work time and was not performing work-related responsibilities.

Mr. Gray was not charged any vacation days for Christmas, winter or spring break, as he should have been as a 12-month employee when other instructional staff is out of the building. In addition, Mr. Charles Raski, covered for Mr. Gray when he was out of the building but did not report his absences so that proper records of the reasons for his absences could be maintained.

During the months of April and May 2009, Mr. Gray was absent for multiple consecutive days, yet was paid his regular salary for many of those days with only a few being properly charged to sick leave or emergency family leave.

You did not have Mr. Gray complete the “sign-in/sign-out” forms to indicate times that he was in and out of the building and his location when out of the building. All other administrators were required to do so, with the sole exceptions being Mr. Gray and Ms. Hicks, as friends of yours. This constitutes inconsistent, disparate treatment of administrators by you. You were responsible for the supervision of all administrative personnel.

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

You committed fraud by allowing Mr. Gray to receive full salary when it was apparent that he was not working in the building as he should have been. Such conduct certainly demonstrates dereliction on your part in fulfilling your responsibilities and justifies termination of your Contract of Employment.

CHARGE 20

You falsely responded to another school district’s request for information regarding Mr. Gray when you certified to that district on 7/6/09 that no documentation of unprofessional conduct exists within Mr. Gray’s personnel file.

On 3/27/09 you suspended Mr. Gray for one week without pay for several reasons, including that Mr. Gray inappropriately and falsely denied making certain statements. The document regarding that unprofessional conduct was in his personnel file.

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

CHARGE 21

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. Mr. Bryan Schroeder, who was a 1992 Willow Run graduate, became a Willow Run teacher and coach in 1998, and ultimately Assistant Principal and Athletic Director at the middle school. In two years he saw the middle school Annual Yearly Progress (AYP) grade improve from a “D” to a “B.”

However, over the 2007/08 school year, he was “...insulted, disrespected, threatened, and treated extremely unprofessionally to the point that [he] had to leave because Willow Run was no longer a healthy environment for [him] or many others...because [of] the leadership under Dr. Doris Jackson.”

As examples of your unprofessionalism, he recounted, in part, that:

At an administrative council meeting in April of 2008, we were discussing budget cuts for the upcoming year; structure changes in the middle school structure were being discussed. I was the only administrator in the middle school, so I decided to present our MEAP data that showed improvements in all areas for the second year in a row. I explained that the improved test scores were due to our master schedule structure and quality teachers focusing their time to address student needs. A key point to our improvement was our academic intervention classes that our struggling students were assigned to. Dr. Jackson stated, “Don’t get too excited because the improvements had nothing to do with the structure or the quality of educators in the middle school but were due to teachers cheating on the

MEAP and standard assessments!" I explained that the teachers at the middle school were an outgoing staff and who did NOT cheat on the MEAP. She replied, "Mr. Schroeder how about you bet your job on it?" "I will appreciate and expect your resignation turned into me by the end of the week!" I wasn't impressed with Dr. Jackson's lack of professionalism or having my morals and integrity questioned in an open meeting with all the building and district administrators present. After being pressed for an answer I responded with "I except [accept] that because I know my staff didn't cheat."

I was in my office and a maintenance member for the district showed up at my office and said they were sent by Dr. Jackson to get the chairs out of my office because they match her décor in her new office and she wants them. The chairs were purchased four years prior and were being used everyday in my office as I met with students and parents. I ask them to wait because surely they were mistaken and she wasn't going to just take my chairs without talking to me. I went to ask Dr. Jackson why she was taking my chairs and she explained because she was the superintendent. I pleaded a case explaining that I needed those chairs to stay. She replied in very aggressive tone "Mr. Schroeder you are wasting my time talking about chairs and if it makes you happy you can keep the chair! Mr. Schroeder, will that make you happy?" I left thinking how does she really think it isn't disrespectful to think hey I like his chairs in his office so I will just take them. Four days later the maintenance members returned to my office, apologized for what they had to do, and removed my chairs and placed them in her new office.

In May of 2008, I was approached by Mr. Larry Gray (secondary complex principal) who informed me that I needed to apply for the Dean of students/Athletic Director position that was just posted. I told Mr. Gray that I wasn't interested because it was \$25,000 less than what I was already receiving. He replied, "Dr. Jackson has told me to explain that If you want to have a job in this district you will fill out a letter of intent or go back to the classroom, your choice." I wanted to stay in the district so I did what I was directed to by Mr. Gray for Dr. Jackson. When I asked Mr. Shannon Smith (my African American counterpart at the high school) who was an administrator with less seniority if he received the same informal demotion. He replied that no one has mentioned anything to him and no one did. This was the final incident that made it very clear to me that I was the target of reverse discrimination and I had to leave the district before it was too late and my career would be tarnished.

2. You subjected Mr. Todd LaPrairie to inappropriate treatment. He recounts what occurred as follows:

The following sequence of events is the mistreatment, harassment and discrimination that I endured while working for Willow Run Schools under the leadership of Dr. Doris Hope Jackson.

First, I would like to give just a brief synopsis of my employment history with Willow Run Schools. I have worked for the district for thirty-one years. For the first twenty years I worked in various positions in the maintenance department. The majority of those years I held the electrician position. In 1998 I was promoted to the position of interim supervisor of transportation. I held this position until September of 1998 after which I was then awarded the position of supervisor of buildings and grounds. From this time until the hiring of Dr. Hope Jackson I have worked for and with five different superintendents and business managers. I was on the steering committee that helped guide the district through a 6 year, \$52 mil. Bond project. During this time I was evaluated on several occasions by several different individuals and had excellent results.

Since the hiring of Dr. Hope Jackson, I have been scrutinized, harassed and treated badly. I believe that Ms. Jackson treated me badly because I am white. Some examples of the treatment I experienced under Ms. Jackson include the following:

September 2007: After only a couple brief conversations and meetings with Dr. Jackson she instructed her assistant, Cathy Bowen, to have a private meeting with me. Cathy, speaking on behalf of Dr. Jackson stated that "she did not feel that I was happy working for Willow Run and that I should seek employment elsewhere."

April 2008: I was evaluated by Dr. Jackson and according to her this was sub-par. One of the items listed on the evaluation was that the hot water did not reach the faucet quick enough for her in the administration building.

April-May 2008: An employee, George Meads, was working a district event and apparently there was an issue with his performance. At an Ad. Council meeting, the day paychecks were issued for this event, Dr. Jackson stated to myself and Cecila Queener that this employee would not be paid his overtime. After trying to explain that the employee had already been paid for this event and that if there was a problem with his performance it should be dealt with disciplinary action. Dr. Jackson then had the employee docked of wages and I and Cecelia were issued a letter of reprimand.

October 21, 2008: The day after returning from an approved FMLA for shoulder surgery, I was informed I had been relieved of my normal duties, my position was going to be eliminated and I was being put on special assignment. After discussion of why I couldn't take the position of supervisor of transportation, a position held by a less senior WRAA member, it was the decision of

Dr. Jackson to assign me to a building that had no heat, no water and no bathroom facilities during the months of December "08" – March "09" to close-out the previously vacated building. [During this time I was referred to as the "ice man."]

My responsibilities as Supervisor of Buildings and Grounds were given to a less qualified African American male.

These are just some of the infractions that occurred to me during her leadership with Willow Run Schools.

3. In February of 2008, you sought the termination of the consultant services of Regina Williams, a former 30-year Willow Run Community School administrator, who had been contracted by the Washtenaw ISD and assigned to the Willow Run School District as a trained leadership coach, because of her objection to your lies about her and your abrupt termination of her without any explanation or substantiation of your accusations. This was very poor treatment of her.

4. When several WISD staff members were having a brief retirement party for Sue Russell in her classroom, you angrily verbally attacked them and ordered them to cease. You then lied to the Board that staff members had left students unattended while they "partied down the hall" which was not true.

5. You were very unreasonably accusatory, demanding, disrespectful and intimidating toward high school teacher Jennifer Thornsberry, who was also the Advisor for the Co-Curricular Yearbook and Newspaper activities. She was also a building representative for the Willow Run Education Association which represents teachers. At the end of the 2007/08 school year, she was reassigned to an alternative education position. As a result of a series of incidents, Ms. Thornsberry resigned. She did so because, as she has stated, in part:

I had never been treated as poorly and been disrespected as I had been by Dr. Jackson and the principal of the high school at the time. Intimidation and reverse discrimination was happening almost every day...the hardest thing I ever had to do was to submit my resignation. If it was not for the fact that Dr. Jackson was continuing on as Superintendent, I would have stayed. If it was not for the fact that I felt my transfer was pure punishment rather than by the contract, I would have stayed. Instead, I uprooted my family and moved to South Carolina to a position where I am treated with respect.

It was very clear to me, as well as the other staff that were transferred, that we were being punished for our involvement in the union. I was also being punished because I did my job and taught my students to think and question things when something did not seem right to them.

It is very sad and disheartening how I was treated under the leadership of Dr. Doris Hope-Jackson. Not only what I received personally, but what I witnessed

happening to other staff members as well (bullying, intimidation, and reverse discrimination). It is sad if you look at the number of teachers who resigned under her leadership as well.

I am only touching on a few of the year long accusations, intimidations and harsh treatments that I received while working under the leadership of Dr. Jackson.

6. During a Professional Development day on May 20, 2009, teachers were in a number of different rooms in the middle school for breakout sessions. You went from room to room interrupting the sessions and angrily stating that the previous night two signs, which you displayed, had been taped to your car at your apartment. They said “good riddens” and “hopeless jackass.” You described the behavior as “clannish.”

You further stated that you thought a teacher had done it and that “this is Willow Run.” You also stated that you had a “CCW” [permit to carry a concealed weapon] and knew how to use guns, and slammed your purse on a desk as if you had a weapon in your purse. You made a comment about bringing your relatives from Detroit to meet the Willow Run teachers and that they don’t play games. You stated that “you people who pray better start praying because nothing but the Holy Ghost is holding me back.” You also stated that: “If you (meaning the teachers) think it is bad now, wait and see what happens. The gloves are off.”

This type of threatening behavior was totally inappropriate, unprofessional and disconcerting.

7. Ms. Karen Cook is employed as a Records Secretary and is also the President of the Management Support Unit. Ms. Cook believes that because of her involvement with union business she was treated unfairly by you. For example, she was the first employee in that unit to be reassigned to a different building and the only management support person to be reassigned four times under your management. You were discourteous to her in that if you would enter the office area where Ms. Cook was working, you would speak to everyone except Ms. Cook. You treated her like she was nobody.

You sent an email to an MEA UniServ Director who worked with Ms. Cook as the President of the Management Support Unit. You sent copies of the email to Ms. Cook and others. In it, you describe how Ms. Cook “back-doored” an issue about unit placement for a couple of other unit employees through the Michigan Employment Relations Commission (MERC). You referred to the end result as it:

...does not harm anyone in the unit other than the obvious green-eyed monster(s).

I am contacting you instead of Ms. Cook because she may have received unwise counsel in choosing this obvious path of throwing a brick and hiding her hand; operating in the fashion of a serpent; and this...I do not respect.

Your references to Ms. Cook (or any other employee) in this way is very disrespectful and totally unprofessional.

8. Shortly after Least Restrictive Environment (LRE) Paraprofessional MaCheryl Jones was reassigned to Cheney Academy, she experienced medical issues related to material in that building which her doctor described as “sick building syndrome” which adversely affected her health.

At your request, Ms. Jones tried to schedule an appointment to meet with you.

You responded in an email to her:

It has come to my attention that you are “booked” until after Spring break. Please be informed that I will make a recommendation to the Board of Education to terminate your employment due to poor/irregular attendance. I had hoped to discuss it with you first, but apparently you have minimized the seriousness of this issue.

I will accept your resignation if you would rather resign as opposed to being terminated.

Ms. Jones was not in any way minimizing the seriousness of the issue as stated by you. Despite a letter from Ms. Jones’ doctor who stated that if Ms. Jones was required to remain at Cheney, it would further compromise her health, you denied her request to be reassigned to another site. The insensitive way in which you treated Ms. Jones under the circumstances is appalling.

9. In the summer of 2008, you denied a request by Rosalind Coffee, Principal of Holmes Elementary, to attend an Elementary Administrators’ Institute in Bay City even though she was entitled by contract to attend a conference.

On August 28, 2008 you chastised Ms. Coffee for not monitoring sign-in for her staff and stated, in part:

Should the foregoing behavior manifest itself in the future, I will conclude that you have chosen to be passive-aggressively insubordinate and I will respond by imposing the appropriate disciplinary sanctions.

Early this year, you made a case to attend a conference citing that this is your last year and that you wanted it to be a productive one. I must now question the sincerity of that declaration; and finally, please note that this matter is not for debate.

The insinuation to Ms. Coffee of her possibly being passive-aggressively insubordinate was uncalled for. There was no legitimate basis for you to question the sincerity of her intent to want the year to be a productive one.

In addition, Ms. Coffee was not even given the courtesy of an opportunity to explain the situation. You shut her off with “this matter is not for debate.”

She felt you did not treat her with the respect that she deserved as a professional team member.

Shortly thereafter, you again referred to Ms. Coffee as being passive-aggressive defiant. Ms. Coffee felt that you belittled, disrespected, and admonished her as less than a human being when she simply treated people as she would want to be treated.

10. In June 2008, you stated to the Board that Ford Elementary did not have any Black teachers, which was incorrect. Ms. Washington indicated that your statement was not correct because Ford did have two Black teachers. The next day, you sent an email to all Board members stating that:

It is ...the last time that I respond respectfully to her or ignore the fact that she obviously has a cross to bear.

Obviously you have no intent to be respectful to Ms. Washington and have made an unfounded assertion impugning her reputation by stating that “she obviously has a cross to bear.”

11. Following your car accident on October 17, 2009, you repeatedly failed and/or refused to communicate directly with the Board as repeatedly directed and you also repeatedly failed and/or refused to provide the Family and Medical Leave Act (FMLA) certification of your medical condition as repeatedly directed which is required of all employees. Your behavior indicated a defiant and uncooperative attitude and an unwillingness to comply with District procedures which in turn created a strained relationship with the Board and an unworkable situation. You were issued an official Letter of Reprimand as a result.

12. Lori Day, a former Willow Run school nurse, describes your mistreatment of her during your reign, in part, as follows:

My hopes were quickly dashed as I personally found out that this woman was merely a malicious and vindictive power broker who seemed to take delight in obtaining what she could for herself and destroy the lives and livelihoods of many school staff...

Many, many staff, in all areas of the District from secretaries, to custodians, to teachers, to para educators, to bus drivers, have been wrongly driven from their jobs by the terrible and cruel tactics of Dr. Jackson and the inexperienced and inept staff that she has brought in to work under her wicked tutelage...

Has she done anything illegal? In most cases, she has done her dirty work just above the law. One of her favorite methods is to create a crisis and then falsely accuse others of the results. In order to cover up her mistakes, she uses her position of authority to force others to lie or stay silent under threat of dismissal.

It is clear that she withholds the truth and tells manufactured and twisted stories to the Board...

But then, she has violated Federal law several times. For those that wish, I'm sure these can be verified through the Office of Civil Rights. Mine was one of several civil rights complaints that have been lodged against the Superintendent since she came to power. After she blatantly violated the civil rights of several students with disabilities, she attempted to cover up her ineptness and placed me in a position which would have jeopardized my license as a Registered Nurse. She continued to threaten my professional reputation and good employment history. Ridiculous and false accusations and reprimands were placed in my personnel file. I reluctantly chose to leave the District because I could not, in good conscience, stay to serve under the hostile working conditions she created...

I was forced out of my office three days before my resignation date, escorted by security with such pomp and ballyhoo under a totally false and trumped up charge that I had parked my car "over the yellow line" and into Laconda Hicks' designated parking space. This is but one illustration of the great lengths and ridiculous techniques that Dr. Jackson and her hand-picked administrative staff have used to design ways to threaten and charge their employees with violations so that they could build a case against them...

It has taken me a long time to recover from the awful emotional stress that this woman has caused...

Because of actions by the Superintendent, Willow Run has lost some of its best and brightest. I am not the only one who has stood back in helpless isolation, hoping that the community would finally see the truth for themselves and stand up to ask the hard questions and take action...

I have found Dr. Jackson has often used this maneuver of walking out of a meeting in puffy self-pity, claiming she has been treated with disrespect...

This woman does not possess the qualities of good leadership. She has failed miserably as captain of the ship...

Since the day she arrived, she has only created hostility and chaos...

She has only created a wedge of anger and mistrust and continues to try to drive it between the employees, the community, and the Board. Her pompous complaints of disrespect fall on deaf ears when the root of disrespect begins from her. Progress in the Willow Run Community School District will only be made when there is leadership that is able to build trust, and make effective use of inclusion, listening, and cooperation.

13. Lesli Weston had this to say about your improper treatment of others:

I love the Willow Run Community, in which I worked for nearly 14 years as a school social worker. I also served my two years of internship in WRCS while studying for my MSW at the University of Michigan...

I wish to express my concern that the recent tenure of Doris Hope-Jackson was harmful to the District, adding "insult to injury" to an educational community already battling long-standing economic and social difficulties. As a matter of fact, I decided to retire...in June of 2008 after over 30 years in the profession, because I could no longer work in good conscience under the "leadership" of Hope-Jackson.

I was never a direct target of Hope-Jackson nor of Laconda Hicks, who (along with my building principals) was my direct supervisor, but I was aware of their rampant failure to respectfully address the essential academic needs of the community. Because of their choice of recipients for their vitriol was so capricious, I could have just as easily been scapegoated and hounded. I received no reprimands, so I possess no personal written documentation of the cavalier and disrespectful treatment of students, staff and parents. However, I have read missives to staff from Hope-Jackson that were vicious and had nothing to do with helping children. I was told by parents that they had been treated dismissively and disrespectfully by Hope-Jackson and Hicks. This was the status quo. I had never witnessed morale so utterly low in the District. Educators felt thwarted in their efforts to educate. I was appalled at a treatment plan for a kindergartner that was contrived by Hope-Jackson, Hicks, and a building principal. The teacher and I had no part in that "treatment plan," to which our objections were not heard...In this instance, I became acutely aware that I could no longer work under such hypocrisy to the values of education and social justice.

I was offended and dismayed for our Willow Run Community when Hope-Jackson spoke publicly on two occasions, at NAAPID Night on February 11, 2008 at Ann Arbor Pioneer High School, and at the 2008 WR High School graduation ceremony at the Ypsilanti Marriott. Hope-Jackson, in her same speech to hundreds on both occasions, expressed longing for the "good 'ole days" when parents "drug" their children to the woodshed to use the "board of education" on them to make them obey – and when no one would dare complain to the authorities about physical punishment. Such sentiments, spoken in a bragging tone by Hope-Jackson, are [an] anathema to learning, and to the dignity of her position as the "chief learner" in a learning community. These sentiments seemed to guide her bullying attitude toward others.

14. Mary Bowen, your former Administrative Assistant summarizes your treatment of staff members while she worked with you as:

In a word, I would say her treatment of others was deplorable. Dr. Jackson was often rude and disrespectful to those who were employed under her charge.

There were many times I witnessed her speak to employees in a manner that can only be described as absolutely assaultive and abusive.

Dr. Jackson threatened to write me up for not including a memo she never gave to me, in an expulsion file. When I tried to speak about this with her, she spat that I should have known she wrote the memo and included it in the file, continuing that I deserved this punishment and knew it. At best, she was frightening and unreasonable to try to communicate with.

15. Deidre Thornsbury, another former Administrative Assistant, describes your treatment of her and others as follows:

I think – because I left so early in her (Doris Hope-Jackson's) reign, she didn't have the opportunity to really screw with me (excuse my terminology), like she did others. I do have to say that I felt very threatened by her. For whatever reason, I don't think she liked me and I think her goal was to make me feel as uncomfortable as possible around her, hoping that I would buckle/cave and leave – and guess what – it worked. I just knew that I couldn't work for someone like her. I'm sure that she was setting me up for failure, by dumping the Adult/Community Ed piece on me, with no direction, no training whatsoever, and eventually would have fired me anyway. She thought she was so professional, but there was nothing professional about the way she treated people. She was downright cruel in the way she talked to people, and she didn't bat an eye, nor do I feel like she ever had any remorse for what she was doing to so many, let alone the destruction/demise of the District.

16. In 2008, you suspended Ms. Barbara Hughes. She filed a grievance and won. You said that you don't like to lose grievances.

In 2009, Ms. Hughes was at a Board of Education meeting and someone sat by her whom you didn't like. You then took her job key from her outside the Board meeting for no reason.

In 2009, Ms. Hughes was taking a food tray back to the high school kitchen and came upon you. You got loud and told her that she shouldn't be in the area. She tried to explain to you what she was doing, but it didn't matter to you. You told her that she wasn't the only one in the kitchen. She was embarrassed in front of the employees in the kitchen. They didn't know what she had done and neither did she.

Also in 2009 during one of the transportation meetings, you looked straight at her and said, "Don't let these clothes fool you, there is another side to me and I'm from Gary, Indiana."

17. Cecilia Queener was hired as a bookkeeper, responsible for payroll, in August of 1989. She was given the position of Human Resource Coordinator/Payroll Facilitator effective July 1, 2007.

Since you were hired in July of 2007, your treatment of her has been inconsistent, rude, threatening and unprofessional. One day you are supportive of her and the work that she is doing, and then at the drop of a hat, you question her integrity and maintaining confidentiality. You have questioned her regarding breaching confidentiality a number of times and, even when the accusations were unfounded, nothing was ever done to clarify that it was not her and when it was discovered who had breached the confidentiality, you didn't do anything. However, she was always accused publicly by you. When you made decisions and it came to light that they were unfavorable or incorrect decisions, the blame was placed on her.

Some examples of how you interacted with her inappropriately are the following:

In August and September of 2007, Mr. Larry Gray and Ms. Laconda Hicks were hired by the District. Since they did not begin work on July 1, she prorated their salaries correctly according to District payroll procedures. You, however, insisted that their salaries should not have been prorated, questioned her knowledge of payroll procedures, and in February of 2008 ordered her to pay them for time prior to when they began employment.

When employees are hired, she gives them paperwork to complete, shows them the salary schedule range, and informs them that the Superintendent makes the final decision on their placement on the schedule based on prior experience. You have chastised her for telling new hires where their placement would be. However, she never gives that information to a new hire. It is not her decision.

In December of 2007, you accused her of meeting with former AFSCME 3451 Chief Steward, Darlene Bentley, concerning a District employee without your permission or knowledge. You sent her a letter regarding this, implying that she did something inappropriate. There was no meeting with Mrs. Bentley, who only stopped by her office.

In April and May of 2008, a District custodian was working a Saturday covering a District event. You were not satisfied with the work that he did and informed Mr. Todd LaPrairie and her that they were not to pay him for the overtime. They explained to you that the overtime was already paid and that by law, it had to be paid. You, however, gave both of them a Letter of Reprimand.

In April of 2008, Ms. Lori Day, School Nurse, called and requested to look at her personnel file and then came in with her Union representative to review the file. It is a normal procedure to allow employees to set up appointments to look at their personnel files. You, however, sent her an email expressing concern about the review taking place and indicating that you had made her aware of the fact that you wanted to know in advance of when the review was scheduled. However, she was not made aware of this until after the fact. You requested a written statement of why she did not notify you, which she wrote. You then wrote her a letter stating that she had conveniently set up the meeting to take place when you were out of the District. However, she was not made aware of your schedule. In

that memo, you also questioned her trust and loyalty. You also indicated that her salary and possibly her employment would be affected.

In May of 2009, you had given her instructions to contact Mrs. Miller, WCEA Unit Director, and inform her that Mr. Clayton Hall would be laid off effective June 30, 2009. You then received information from your administrative staff that Mr. Hall would not be laid off. You then informed her that her email was premature even though it was sent at your direction. Emails followed accusing her of breach of confidentiality and that you did not direct her to contact Ms. Miller.

In June of 2009, you told her that the 2008/09 salaries for Laconda Hicks and Larry Gray were not paid correctly. She had paid them the salary that the Board had approved (although that was not the correct salary because you had the Board approve a higher salary than they should have received). You, however, insisted that she pay them retroactively at an even higher salary rate.

In June of 2009, you sent her an email regarding the lateness of administrative contracts being done. She did them when they should have been done. The only one that was late in being done was Ms. Hicks, because you and Ms. Hicks continually made changes to it.

In June of 2009, the WCEA had concerns about extracurricular and coaches' stipends being paid after June 30. You implied that this was her fault, but, in reality, Dr. Houle instructed her not to pay them until after July 1.

In July of 2009, she sent an email verifying that due to the deficit elimination, no one would be receiving pay increases. You confirmed this. However, when Ms. Hicks questioned why she wasn't receiving her increase, you stated, "It sounds like discrimination."

In August of 2009, she was called to a meeting in your office regarding Ms. Hicks' retirement TDP (years of service purchased). She requested that Dr. Houle join her. She sat in the hall while Dr. Houle met with you and a representative from Galliger Bassett (the District's accounting firm). When she was allowed to join the meeting, those present were you, Ms. Hicks, the Galliger Bassett representative, and her. You had previously requested that the Board pay \$14,000 to correct the re-invoicing of Ms. Hicks' TDP due to her late filing of the required paperwork. The Board refused. You called that meeting without Board knowledge. This all took place two years after the re-invoicing. During the meeting, you publicly humiliated and degraded her. You also stated during the meeting in a most degrading voice, "You (Ms. Queener) are not certified!" even though she had become a certified Human Resource Coordinator in June of 2008.

In November of 2009, you came into her office when you arrived at work and asked why she had told someone that you would not be back and that you and Ms.

Hicks were related. She told you that she did not make either of those statements. You wanted to know under whose directive she charged your vacation days. She explained that Board President Washington directed her because the District had not received your physician certification of illness. You stated that you are the Superintendent and you expect your days to be changed to sick leave by the end of the day. She asked for something in writing. You then informed her that you would be filing an EEOC claim. On your way out, you said, "Go ahead and pick up your phone, you don't need to wait until I leave to call." She responded that she was not going to call anyone and that she was going to continue doing her job.

18. Your decision to reassign counselors to classroom assignments and the aftermath was an unmitigated disaster. It demonstrated extremely poor judgment on your part and constituted harassment and mistreatment of the staff involved.

Ms. Darryl Travis was a high school counselor during the 2006/07 school year. On August 31, 2007, the opening day for staff, all high school and middle school counselors (Ms. Travis, Mr. Blinn and Mr. McCauley) were inexplicably unable to access their computers. At the end of the day, both high school counselors were informed that they were being reassigned to classrooms – but both were assigned outside their “Highly Qualified” (“HQ”) areas under the No Child Left Behind Act. Ms. Travis was reassigned to teach Spanish. She was then humiliated because all the parents of students in her Spanish classes were informed that she was not highly qualified to teach Spanish. Moreover, Ms. Travis was not even certified to teach Spanish as required by the Michigan Department of Education certification requirements. Even though you clearly should have known that Ms. Travis was neither highly qualified nor certified to teach Spanish, you involuntarily assigned her to teach it anyway.

Then, to compound the problem, because Ms. Travis was neither certified nor qualified to teach Spanish, for the 2008/09 school year you reassigned her to teach physical education at the middle school. A position which did not require being highly qualified. However, she also wasn't certified to teach physical education at the sixth grade level. Even though you assigned her there, you then tried to reduce her pay to a substitute teacher rate for half the day because she wasn't certified. However, you were prevented from doing so.

Then, for the 2009/10 school year, you changed her assignment three times before classes even began.

To top it off, during the 2007/08 school year, you renamed and reposted both of the high school counseling positions as High School Placement/Career Guidance Facilitator positions, which were essentially the same counseling positions as you had eliminated, and filled them with less qualified applicants thereby preventing Ms. Travis and the other former high school counselor from getting their old positions back.

This whole situation which you created was like a Chinese fire drill and was detrimental to the students, the staff and the District.

19. In 2007, you bungled the unilateral and involuntary termination and reassignment of Administrator Mike Schubart to a teaching position for which he was not certified. When he challenged your decision under the Willow Run Administrator's Association Collective Bargaining Agreement and his individual Contract of Employment, you had to back off. As a result of your mistake, he ended up on a paid leave of absence (paid vacation) for the entire 2007/08 school year at the District's expense. He described the situation as follows:

This is a statement about the negative treatment by the Superintendent Dr. Doris Jackson. It must first be stated that the treatment by Dr. Jackson was fueled by former board member and booster club president Brenda Clay. From the very moment I took the position of AD at Willow Run, Ms. Clay was scheming to get me removed. The main reason Ms. Clay wanted me out of the position is because I questioned the method by which the booster club raised funds. In fact I questioned many things about the club during my tenure...

I must state that in my first year there was a splinter in the booster club. There were members who supported my efforts and those who did not. In fact only a handful that did not. But, that handful was led by Ms. Clay.

When the Dr. Jackson was named Superintendent I looked forward to working with her. We met two times prior to the summer of 2007. Both meetings went very well. In fact she asked me to apply for the position of principal. I told her I would think about it. When we met again I told her I would like to stay in the position I was in because we had more work to do in athletics. She asked me to reconsider. I told Dr. Jackson if that was the position she wanted me in then I would take the job. She told me she would let me know. We did not speak again over the summer. The last Wednesday in July the head of maintenance contacted me about a field issue. He told me that Ms. Clay was directing him to do some work on the practice football field. When he questioned her about if this was coming from me she stated to him that she would make that call. We both thought nothing of the comment. I was upset though that someone was directing something in athletics. I told him to wait to do it until we had it scheduled and not before. This incident occurred one week prior to our first administrative team meeting.

On August 1, 2007 we had our first principal meeting of the new school year. We met in central office. The meeting had just started when Dr. Jackson looks at me and asks, "what are you doing here, you don't work here?" This is how I find out about her intentions. She then states I can stay in the meeting. After the meeting Laura and I meet with Dr. Jackson. She tells me that I have been let go and that I do not have a job at Willow Run any more. I was floored. I then asked her who would be running athletics and she tells me that Brenda Clay has been appointed to run the department until someone is named. Wow, how amazing of a coincidence. When I question all of this, she states she can do what she wants to do and she is cleaning up the mess. She tells me that she is reorganizing the district and that if I want to apply for the position of assistant principal I can do

so. I already held the position and had a contract. I did jump through the hoops she created and was not appointed to an administrative job. Then, she tries to reassign me to an elementary teaching position. Of course my certification is 7-12. It took me pointing this out to her to understand she could not do this. At that point, she says to stay home with pay until further notice...

It was very clear that my removal had nothing to do with my skill as an administrator or educator. This was a personal attack started by Brenda Clay and followed through by Dr. Jackson...

Dr. Jackson has destroyed peoples lives. She destroyed a school district. Her personal agenda was never about education, it was about power...

20. In the Fall of 2007, you employed former Board President Claudette Braxton's friend, Ms. Faith Ivey, as the Attendance/Truancy Officer at the top of the pay scale even though she had no prior experience in that type of job. However, when the WREA challenged your decision, Ms. Ivey had to be laid off from that position. But then, you protected her by creating the new non-union position of Interim Ancillary Administrative Assistant and recalled her to that position. This favoritism for Ms. Braxton's friend created the clear appearance of impropriety on your part.

21. In the Fall of 2007, you unilaterally, in collaboration with former Board President Claudette Braxton, authorized the day before Thanksgiving as a paid holiday for Local 3451 employees. The Board never approved this time off with pay at a cost to the District of \$14,000 which the District could hardly afford at a time when many cost savings measures and "cuts" were being enacted. You clearly exceeded your authority in this regard.

22. In the Fall of 2008, you incorrectly determined that Tammey Jackson did not meet the "Highly Qualified" requirement of the No Child Left Behind Act even though her credentials indicated that she did. You then proceeded to improperly reduce her pay to substitute teacher pay, which was a significant drop in pay for her. You also had a letter sent to parents telling them that she was not highly qualified to teach in her core area when, in fact, she was not only highly qualified but had a Major in that core area.

At approximately the same time, she needed to take a Family and Medical Leave Act (FMLA) leave because her son was critically ill. When her paid sick leave days ran out, you prohibited sick leave day donations from others, even though by past practice such donations were permitted. This even resulted in her not receiving any paycheck during this stressful time for her because you thought she was absent even though she had informed all administration that she had returned to work.

You also proceeded to improperly, unilaterally and involuntarily reassign her from the Middle School to Kaiser Elementary.

Despite all her efforts to help you straighten out what was clearly your error and misunderstanding, you effectively blamed her; failed to communicate with her; maligned her

professional status; reassigned her; threatened possible termination; denied her FMLA rights; denied her right to receive pay; deprived her of donated sick leave days; and denied her fair treatment. Your entire handling of this situation was very unprofessional and needlessly caused her considerable stress.

Then, after the whole matter was straightened out and she requested to stay at Kaiser, you rescinded her assignment to Kaiser and forced her back to the position at the middle school which you had forced her out of originally.

Then, you subsequently accused her and another teacher of misappropriation and/or not properly accounting for missing fundraiser money, thereby impugning her reputation and threatening her with termination of employment.

Such unprofessional treatment of Tammy Jackson was deplorable.

The above-referenced behavior is inconsistent with Board Policy 2110 pertaining to special requirements for the Superintendent, which is:

To provide highly visible leadership in developing and maintaining highly effective and efficient educational programs and services; ability to work effectively with others and to motivate them to contribute their best toward the achievement of common organizational goals and objectives; sensitivity and imagination in applying principles of contemporary educational programs and services which meet the identified needs of the various diverse population served by the District; effective speaking and writing capabilities.

The above-referenced behavior also is inconsistent with Board Policy 2001 which states that:

The superintendent must shoulder much of the responsibility for the success or failure of his/her organization. He/she should possess those qualities of leadership which motivate all members of his/her staff to work for the improvement of the educational program.

As a result of all of the above behaviors, your reputation in the District has been so irrevocably tarnished that there is no way that you can be a trusted, respected and effective leader in the District. As a result of such egregious conduct, you are considered to be “*persona non grata*” in the eyes of many individuals in the District.

These behaviors constitute sufficient grounds for termination of your employment.

CHARGE 22

Your performance with respect to meeting the Board’s goals for improving the District’s deplorable condition in several significant areas has been unsatisfactory. This was reflected in a

written evaluation which you were given and which the Board discussed with you in a Board meeting on December 3, 2009.

Instead of turning the District around as you were hired to do, you have been running the District into the ground. The situation was deemed so serious and detrimental to the welfare of this District that you were reassigned from serving as Superintendent to the position of Director of Information and Assessment where you would do less damage.

In this regard you have failed to meet the special requirements set forth in Board Policy 2110 and 2001.

As you have failed to a significant degree to satisfactorily fulfill the responsibilities and tasks which needed to be performed as soon as possible to improve the District, the Board cannot afford to wait until your Contract of Employment expires in June of 2012 and must terminate your employment at this time.

CONCLUSION


As President of the Board, it is my considered opinion that you abused your authority and that your misconduct and dereliction of duty as specified above is nothing short of shameful, reprehensible and inexcusable. It cannot be tolerated or condoned. 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 in any 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 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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