

Instructional duties appeared not only to infringe upon numerous articles and sections of the contractual agreement but were over burdensome in that the non-instructional responsibilities could not be completed within my preparation and planning periods. Again, each teacher that I talked with about the non-instructional duties stated that he/she was, also, unable to complete the non-instructional responsibilities during his/her preparation periods; also, the teachers were complaining about having to work after school, having to arrive to school early, and/or having to work at home in order to complete the non-instructional assignments by the designated times. Thus, for the principal to continuously issue me letters of reprimand for not completing the non-instructional tasks that would have mandated me to work beyond my scheduled working hours were harassing and caused me intense emotional distress because I knew that I would continue to receive the threatening letters of reprimand which could ultimately be used to recommend further disciplinary action, especially in light of the truth that I refuse to follow in the footsteps of what most of my colleagues were doing, namely, finishing the non-instructional duties during my non-working hours. Moreover, I assumed that if any disciplinary action would be taken, then suspension without pay would be the next level of the disciplinary protocol, not termination.

Again, as evidenced in his 7-page letter, the Assistant Area

Superintendent affirms that my recommended dismissal is primarily grounded on