

the "offense", that is, my receiving the letters of reprimands from the principal, alleging insubordination. However, as substantiated in the mid-term evaluation dated January 7, 2011 and verbally stated by the principal at the mid-term evaluation conference held on January 5, 2011, my receiving an unsatisfactory mid-term evaluation was influenced by my being issued the letters of reprimand. Thus, it appears that my initial disciplinary action for the "offense" was that the principal used the letters of reprimand as part of the justification for my unsatisfactory rating on the mid-term evaluation. The unsatisfactory rating on the mid-term evaluation not only tarnishes my record as a highly qualified well-seasoned tenured Mathematics teacher but has become a permanent part of my personnel file which future employers may need to have access to.

In his letter dated January 28, 2011 that has become a part of my personnel file which may need to be made available to other employers, the Assistant Area Superintendent declared that I was receiving this memo as a result of my being issued an unsatisfactory rating on the mid-term evaluation. However, and as indicated on the mid-term evaluation report and declared by the principal at the mid-term conference, the overall unsatisfactory rating on my mid-term evaluation was, in part, predicated on the "offense", namely, my being issued the letters of reprimand from her for insubordination. Therefore, on January 28, 2011, it appears that the Assistant Area Superintendent handed down

a second chastisement for the same "offense", namely, a letter of reprimand which, too, encompassed a threat to my livelihood.

Moreover, it appears unreasonable and prejudiced for the Assistant Area Superintendent to issue a missive recommending my termination on March 16, 2011, approximately three months after his mandate to perform the non-instructional tasks was suspended, namely, on December 3, 2010, and although I provided the documentation at the meeting with him on December 15, 2011 to support that efforts were made by me to complete the non-instructional duties during my planning periods. Also, it appears to be unfair to recommend

termination of my job because of my refusal to, again, fall in line with what my co-workers were doing, that is, complete the non-instructional duties during my non-working hours. It appears to be unfair for the Assistant Area Superintendent to recommend me for termination prior to placing me on suspension without pay

first. Still too, it appears that the Assistant Area Superintendent may have issued his letter recommending my termination as a means of retaliating against me because the suspension of his directive to perform the non-instructional assignments may have been influenced by my grievance complaints which allege that the non-instructional tasks were overwhelming in that they could not be

completed within my planning and preparation times and, also, asserts what articles and sections of the contract were being violated by coercing teachers to perform the non-instructional assignments and how teachers were being severely

stressed by having to spend additional hours daily, after or before work to complete the non-instructional responsibilities. Furthermore, it appears that the Assistant Area Superintendent is being vindictive toward me because I refused to adhere to the directive in his memo dated December 10, 2010 (Exhibit 2 in DX-26), namely, to meet with him during my non-working hours. In truth, in another of my grievance complaints which is, too, dated December 10, 2010 (DX-25), I avowed that it was not only unreasonable for the Assistant Area Superintendent to schedule me to meet with him on the same days that I was scheduled to have hearings with the Staff Relations Manager, but it was, too, irrational for the Assistant Area Superintendent to attempt to compel me to have a meeting with him during my non-working hours.

On February 1, 2011, it appears that I received a third castigation for the same "offense" from the Staff Relation Manager in his undated disposition from the Level II grievance hearing that was held on November 22, 2011, which was an appeal hearing from the findings of the Assistant Area Superintendent from the Level I grievance hearing held on October 26, 2010. A copy of the Staff Relations Manager's undated findings of fact and conclusions was incorporated in a file that may be available for future employers to peruse. The Staff Relations Manager's undated disclosure was over two months past the deadline and should have been deemed null and void. In his undated disposition, the Staff Relations Manager did respond to my being issued the letters of reprimand by the principal,

and, although he did not recommend termination of my employment, he did express his approval of the principal issuing me the letters of reprimand for insubordination.

According to the Master Agreement, if the finder of fact doesn't

surrender his/her findings and conclusions within 10 days after the grievance hearing, then the grievant has a right to request that the grievance be moved to the next level in the grievance process (DX-48 and DX-49 [8.1.5]).

Consequently, in this instance, it appears that my grievance from the Level II grievance hearing should have been moved to arbitration because the Staff Relations Manager did not render his fact findings until several months after the mandated time frame and, thus, there may not have been a reason for my receiving the letter from the Assistant Area Superintendent which put me on a no

pay status and recommends dismissal of my job.

For the powers that be to support my being considered for termination for an offense in which I have already been disciplined for at least three times, by three different individuals, with three forms of punishments appear to be an infringement on the 5th Amendment to the Constitution of the United States, specifically the "double jeopardy clause". And, although the double jeopardy clause applies to criminal cases, in my angular vision, it's criminal to have me placed on a no pay status and recommended for termination for an offense in

which I've been disciplined for several times.

Since I've been whistle blowing and taking a stance against breaches in the negotiated contract since my employment with Baltimore County Public Schools in 2001, and have thus encountered issues with my employer and/or designee during such time and it would be reasonable for the opposing counsel to have viewed my personnel file to substantiate the numerous issues and responses, I made copies and requested that my attorney enter into evidence all concerns and responses as well as my informal and formal observations and evaluations since I've been employed with Baltimore County Public Schools. Thus, the Finder of Fact will be able to get a complete picture of the issues and responses and the evaluations in order to make a fair and unbiased decision. Consequently, I'm soliciting that the following exhibits be entered into the record as well, that is, DX-50 thru DX-87, representing my informal and formal observations and evaluations and responses since I've been teaching at Golden Ring Middle School, DX-88 thru DX-110, representing issues and responses while I was working at Golden Ring Middle School from 2004-2005 school year to 2009 to 2010 school year, DX-112 thru DX-127 representing informal and formal observations and evaluations and responses since my employment at Old Court Middle School from 2001-2002 school year to 2003-2004 school year, and DX-140 thru 167, representing issues and responses while I was teaching at Old Court Middle School.

Last but not least, I'm requesting that my 27-page defense testimony be entered into the record as DX-1A.

note: There is not DX-111