

MY CLOSING COMMENTS GERMANE TO MY DEFENSE FOR NOT BEING
ABLE TO COMPLETELY COMPLY WITH THE EDITS IN THE PRINCIPAL
LETTER OF REPRIMAND

First of all, I would like to concede and offer my sincere apology for not being able to
complete all of the principal's new mandates during my preparation and planning
periods. As stated during my examination, I made great efforts to follow the new
mandates but because completing all of the non-instructional aspect of the new mandates,
that is, inputting and tabulating the grades on the spread sheet, required me to work even
more additional hours beyond my working yours, I was not able to complete this
component of the new edicts. Also, it appears that the new directives are in violation of
several articles and sections of the negotiated contract. However, it was never my intent
to be insubordinate to my superiors; I thought that I was doing the right thing in fulfilling
my obligations to make sure that I was incorporating the new mandates, namely,
implementing the SOLVB paradigm daily, collecting and grading the assignments in
accordance with the new directive, and inputting and tabulating the grades into my grade
book and the Grade Pro on the computer. Consequently, after having to daily spend my
preparation and planning periods as well as working at home in an attempt to keep up
with assessing the students' performance and documenting their performance in my roll
book and on the Grade Pro in order to substantiate the students' mid-term or quarter
grade, I was completely drained and did not have the energy or time to put this same data
on a spread sheet. Thus, it is my hope that the Hearing Examiner would not deem my
inability to complete all of the new edicts as deserving termination from Baltimore
County Public Schools System as a Mathematics teacher. I love, tremendously miss, and
sincerely care about their well being, academic performance, and success in life of all of

Bx-1A

Appendix A

Exhibit 1

my students, and have dedicated my almost 30 years of service in attempting to make a positive impact in the lives of our leaders of tomorrow.

In truth, I've been a target for retaliation by my employer and/or designee and/or by other employees directly and/or indirectly because I'm persistent in unmasking inequities and due to my continuation of publicly unveiling the lead in the drinking water at Old Court Middle School in Baltimore County that was substantiated in 2003. And, as one who has been accredited since 1997 by the Maryland Department of the Environment as an Inspector Technician, Lead Abatement Service Contractor and, thus, according to COMAR 26.16.01.18(B)(1)(e) certified as a Recognized Lead Expert (Appellate Exhibits DX-1 thru DX-4), I can avow with absolute certainty that there is still lead in the water at Old Court Middle School or any other school in Baltimore County if there are leaded pipes that have not been replaced with non-leaded pipes, if any leaded solder that may be connecting the pipes has not been supplanted with non-leaded solder, and/or if there are leaded fixtures conjoined to the fountains that have not be superseded with non-leaded fixtures.

For this school year alone, the evidence will support the truth that it appears that my employer and/or designee are just standing by and rejoicing over the principal and the Assistant Area Superintendent not only blatantly and repetitively breaching numerous articles and sections of the contractual

agreement, but, also, in transgressing my GOD-given inalienable rights to life, liberty, and the pursuit of happiness as averred in the 14th Amendment to the Constitution of the United States of America. Also, it appears that my employer and/or designee are just sitting back and exulting over the principal, assistant principal, the math department chair, and other employees falsely assassinating my reputation as a well-seasoned and highly qualified tenured Mathematics teacher who has never received an overall unsatisfactory rating during an informal or formal observation or on an evaluation in 29 years, other than when the powers that be gave me an unsatisfactory rating on my mid-term evaluation form (DX-12) after I publicly unveiled the lead in the drinking water at Old Court Middle School (DX-6, DX-7, DX-8, DX-9, DX-10, and DX-11). But, due to my filing a grievance complaint with the association, namely, the Teachers Association of Baltimore County, (TABCO), it was determined on February 26, 2004 by the Executive Director of Schools that there was a violation of the article and section of the contract that stipulates that tenured teachers are not to be given a formal observation in their non-evaluative year (DX-13); consequently, the powers that be were forced to expunge the unjustified formal observation report form from all of my files. Moreover, the evidence will substantiate the truth that it appears that my employer and/or designee are willing to allow the principal and Assistant Area Superintendent to recommend termination of my employment from an offense in which I have been chastised

three times, by three different finite human vessels in the Chain-of-Command, and given three different punishments.

According to the contract and as stated in my grievance complaints, any observation that lasts at least thirty minutes can be considered to be a formal observation (DX-13A [13.7.2]). Therefore, for the 2010-2011 school year, I have received five formal observations and one mid-term evaluation, and all the assessments have been deemed unsatisfactory (DX-14, DX-15, DX-16, DX-17, and DX-18). Along with other grievance complaints and pleas, I have filed grievance complaints with TABCO, my employer, OSHA, and others relative to each of the unwarranted unsatisfactory formal observations and unsatisfactory mid-term evaluation, alleging, amongst other things, that the principal transgressed the contract by using my formal observation report forms and the mid-term evaluation form as another platform to reprimand me without just cause, but in retaliation for my exposing her violating multiple articles and sections of the negotiated contract, namely, the Master Agreement between the Board of Education of Baltimore County and TABCO (DX-19 thru DX-35).

At the beginning of the 2010-2011 school year, the staff at Golden Ring Middle School (GRMS) was informed that new mandates were issued by the

Assistant Area Superintendent and handed down to the principal who, in turn, directed teachers to immediately implement. Included in the directives was that teachers had to, daily, complete the non-instructional responsibilities of collecting, grading, sorting, tabulating, and inputting data into the computer for each student. The non-instructional tasks were not only in absolute violation of the article and section of the Master Agreement that prohibits burdening teachers with non-instructional clerical responsibilities but were extremely overburdensome in that such monumental non-instructional duties could not be completed within the school day. As declared in several of my grievance complaints, every colleague that I communicated with in regard to the non-instructional assignments spouted that such demands were excruciatingly distressful and required them to spend several hours before or after working hours in order to be able to complete the non-instructional tasks by the designated times. And, although my e-mailing some of my colleagues and requesting that they give testimony relevant to the non-instructional duties requiring them to work beyond their working hours was unsuccessful, the president of TABCO testified that teachers throughout Baltimore County middle schools were very frustrated, some became sick, others were seeing a psychologist or psychiatrist, and some teachers talked about quitting as a result of the over taxing non-instructional responsibilities. Moreover, I made an effort to meet with the principal to discuss these concerns on September 16, 2010 (DX-36), but to no avail. Also, as vocalized in my grievance complaints, I did make attempts to

teachers must be informed of any new policies and given the occasion to hash the contract that disclose that the Faculty Council within the school and the complaints, I alleged that the new mandates trespassed the articles and sections of input into the new procedures (DX-39 and DX-40), in several of my grievance staff had not been apprised of or given the opportunity to discuss and/or give procedures were being instituted and since the Faculty Council and the teaching Moreover, since this school year was the first time that the new

instructional clerical responsibilities. efforts; however, I was never assigned an individual to aid in the non-grievance complaints, I repeatedly pleaded for an assistant to help me in my without talking to my physician. Still too, as can be substantiated in my instances, I just took several days of my accumulated sick and remained off work care of my treating physician for a period of time (DX-38); also, in many instructional assignments, I became mentally overwhelmed and was under the form of disciplinary action as a result of being unable to complete the non-realizing that I would be issued more reprimands and possibly another severe anxiety stemming from being unable to complete all of the new edicts and in September of 2010, I had perfect attendance (DX-37), but due to the intense emotionally draining non-instructional assignments during these times. In truth planning periods but was unable to complete the time-consuming and complete the non-instructional duties during my preparation and

over and give feedback before executing any new practices in a school (DX-41 [4.2]) and that the teachers are not to be coerced to perform the non-instructional duties (DX-42 [10.14]). However, it appears as a result of my having filed several grievance complaints against the principal of GRMS avouching such a conspicuous breaches in the contract, I became an enemy and a thorn in the side of the two human vessels that appeared to be responsible for compelling teachers to perform the painfully exhaustive non-instructional tasks, namely the Assistant Area Superintendent and the principal. Thus, almost on a bi-weekly basis, the principal would issue me a letter of reprimand, alleging insubordination for refusing to follow her edicts. However, as substantiated in several of my grievance complaints, at the Level II grievance hearing with the Staff Relations Manager held on November 22, 2010 relevant to my grievance complaint dated September 18, 2010, I provided the evidence to corroborate that I did make efforts to finish the non-instructional responsibilities during my planning and preparation periods (Defense Attorney Exhibit 7A). Also, at the meeting with the Assistant Area Superintendent held on or about December 15, 2010, I submitted the same corroborations to support that I did make attempts to complete the non-instructional tasks during my planning and preparation periods. As professed in my grievance complaints and at the meeting with the Board of Directors for TABCO on February 16, 2011 (DX-45), it appears that the principal resorted to utilizing my formal observations as another means of

censuring me due to my having filed grievance complaints against her for trespassing the negotiated contract and because her letters of reprimand didn't compel me to follow in line with what most of my colleagues were doing, namely, working before or after their designated working hours to complete the non-instructional tasks.

Attached to my grievance complaint dated October 24, 2010 (DX-22) is a copy of my first formal observation report form dated October 19, 2010 (Exhibit A in DX-22) which is infiltrated with very positive comments and commendations that take up approximately one and one-third pages of my two-page formal observation report form. Thus, after reading such encouraging remarks, a reasonable mind would not conclude that an overall unsatisfactory rating is justified on the formal observation report. Consequently, encompassed in this grievance complaint is the allegation that the principal violated the article and section of the Master Agreement that discloses that teachers should not be reprimanded without just cause (DX-43 [6.3]); thus, I declared that since the unsatisfactory rating on my formal observation report form is not justified by the very encouraging comments and commendations, the principal exploited my formal observation report form to reprimand me with the groundless unsatisfactory rating due to her being vengeful for my having filed grievance complaints against her for breaching the article and section of the contractual agreement that forbids teachers from being constrained to perform non-

instructional duties, as well as infringements upon other articles and sections of the negotiated agreement.

Relative to the unsatisfactory rating on my second formal observation report form, as documented in my grievance complaint dated December 10, 2010 (DX-25), I asserted that it appears that as a result of her uncontrollable frenzy, eagerness to be malicious because of the grievance complaints that I filed against her for infringing upon multiple other articles and sections of the contract, and due to the truth that I had yet to receive a correspondence in which she was reprimanded for such lucid trespasses of the Master Agreement by our employer and/or designee, the principal blatantly violated more articles and sections in the Master Agreement, specifically the procedures that relates to the collaborated efforts that should be undertaken by the teacher and the observation team prior to formally observing a tenured teacher (DX-44 [13.6, 13.6.1, and 13.6.2]). Of course, a rational being would assume that the collaboration would include scheduling pre and post observation conferences, as well as solidifying the exact day, time, and class in which the formal observation will occur. However, and as alleged in this grievance complaint, it appears that, in her desperate attempt to continue to be vindictive toward me for having filed the grievance complaints and in being anxious to, also, take advantage of another opportunity to use the formal observation report form to reprimand me again, the principal didn't give a care that she was clearly trespassing the article and section of the negotiated

agreement that avows that there should be a cooperative relationship between the observation team and the tenured teacher regarding formal observations. Thus, in this grievance complaint, I, too, articulated that on December 2, 2010, I received an e-mail from the principal in which she spouts that I would be scheduled for another formal observation some time before December 15, 2010. There is no doubt in my mind that the principal was well aware that she did not meet with me to discuss any aspect of the formal observation prior to sending me the e-mail. But, without further notice, on December 7, 2010, the principal, one of the assistant principals, and the assistant to the Assistant Area Superintendent arrived in my classroom unannounced and conducted a formal observation. Also, and as enunciated in this same grievance complaint, on December 9, 2010, while I was in the process of instructing my class, the math department chair entered and informed me that the principal wanted to have a post-observation conference with me, although I was available to meet with the observation team for a post-observation conference during my preparation and planning periods, which were the periods just prior to instructing this class. Because I was reviewing with my class the skills and applications that were going to be on the graded assignment the following day, I asked the math department chair to please inform the principal that I was in the process of reviewing for a graded assignment the next day and that I would read, make any comments, and return the formal observation report form by the designated time.

However, several days later, I received a letter of reprimand for not following the principal's directive to attend a post-observation conference during my instructional time, although I clearly explained to the math department chair why I did not want to leave my class at that time and asked her to relay this message to the principal. Consequently, along with providing a copy of the e-mail to corroborate that the principal violated the contract that relates to the cooperative effort that should be encompassed in formally observing tenured teachers, in this grievance complaint, I, also, avowed that the principal, again, trespassed the just cause clause in the contract by using the formal observation report form to display her public disapproval of me for having filed the grievance complaints against her by writing negative comments on my formal observation report form that were absolutely erroneous and unsubstantiated, but yet this time justified the unsatisfactory rating on the formal observation report form.

Since by January of 2011, I had been formally observed three times and all three assessments were declared unsatisfactory, the principal appeared to be extremely justified and pleased to utter at the mid-term evaluation conference held on January 5, 2011 that I should not be surprised that I would be receiving an unsatisfactory rating on my mid-term evaluation (DX-16). Due to my unsatisfactory ratings on my formal observation report forms and my having received the letters of reprimand for demonstrating insubordination, the principal spouted during the conference that I should not be shocked for receiving the

unsatisfactory mid-term rating. Of course, I filed a grievance complaint (DX-27) against the principal germane to the mid-term evaluation because, amongst other things, all of the comments and complaints made by others on the mid-term evaluation form that negatively impacted my rating on the mid-term evaluation were unsupported with evidence. Also, since before or during the mid-term evaluation conference, I was not given the names and specific complaints of any person who belittled about me, but the gripes were clearly given consideration in my mid-term evaluation, in this grievance complaint I, too, affirmed that there was a breach in the article and section of the Master Agreement that relates to how complaints made by others and that will be given consideration in the evaluation report should be handled (DX-44 [13.5.7]).

Further, in this grievance complaint, I proclaimed that the mid-term evaluation was used by the principal as a means of, again, reprimanding me due to her rage to continue to punish me for being persistent in filing multiple grievance complaints against her for repetitively and flagrantly trespassing the contract. Therefore, in this grievance complaint, again, it was proclaimed that the principal infringed upon the "just cause" article and section of the contract.

Furthermore, and as conveyed in my grievance complaints against the principal dated January 26, 2011 (DX-29) and January 31, 2011 (DX-30), as well as in my written and recorded oral presentation before the Board of Directors for TABCO on February 16, 2011 (DX-45), it seems that due to the apparent

delinquent toward me for having filed by this time at least 7 grievance

complaints against her for clearly violating numerous articles and sections of the contract and in her desperate attempt to continue to reprimand me, the principal filed an unfounded complaint against me with the Baltimore County Police Department (DX-46). In this incident report, the principal gasped that she was

disturbed and greatly concerned that I informed her that I grieved for her children at the mid-term evaluation conference held on January 5, 2011, in which the

assistant principal and the math department chair were present. As voiced in my grievance complaint dated January 26, 2011, the word "grieve" denotes expressing grief, lament, mourn, or sorrow. Consequently, in the grievance

complaint, I drewled that it defies all logic for the principal to attempt to indicate that my comment regarding my compassion for her, as well as for her children, is

implicative of an ominous statement against them. Still too, I averred in this same grievance complaint and to the Board of Directors for TABCO that, at the mid-term evaluation conference, I explicated to the principal that I grieved for

her children because I did not want her to be one of the scapegoats and that I know what it's like to be terminated and have our son question why his mother would lose her job for unmasking the truth that there were lead-based paint

hazards and/or lead in the drinking water at four public schools in Baltimore City (DX-5). Also, I asserted that it was unreasonable for the principal to broadcast in her written complaint with the Baltimore County Police Department on January

19, 2011 that she was so solicitous and toppled about my verbalizing that "I grieved for her children" on January 5, 2011, but procrastinated 14 days before filing her complaint with the Baltimore County Police Department. Further, in the grievance complaints dated January 26, 2011 and January 31, 2011, I expounded that it would appear that a reasonable human vessel, who was so afflicted and concerned by my statement, would have immediately filed a complaint with our employer as well as with the Baltimore County Police Department. I have not received a notice from my employer and/or designee informing me that such an incident report has been filed with them against me by the principal. However, the unfounded incident report has caused me to have a record with the Baltimore County Police Department.

Moreover, as indicated in my grievance complaints dated January 26, 2011 and January 31, 2011, I was given the opportunity on January 20, 2011 by the School Resource Officer (SRO) to give an oral refutation to the principal's complaint, and the confutation was paraphrased by the SRO, read back to me, and I was informed by the SRO that this these statements would be submitted to the Baltimore County Police Department and attached as a supplement to the principal's incident report (DX-47). Thus, included in my supplement is my explaining to the SRO that it is my belief that the principal filed this unsubstantiated incident report against me as another means of striking back at me, namely, reprimanding me and being resentful toward me because I had filed

multiple grievance complaints against her for repeatedly and perspicuously infringing upon many articles and sections of the contract. My employer and/or designee seem to have completely ignored the vast majority of my grievance complaints and solicitations. Out of my approximate 13 grievance complaints, with about 11 of them specifically contending transgressions of the contractual agreement by the principal of GRMS, I have only had one of the grievance complaints heard before my employer and/or designee. Also, I have yet to hear from my employer and/or designee relevant to any of my requests.

As indicated in my plea dated February 3, 2011 (DX-32), in which my employer, TABCO, and others received a faxed copy, I requested that my employer and/or designee defer the two formal observations slated for February 11, 2011 since I had just received on February 2, 2011 a copy of the Plan of Assistance (Exhibit 1 to DX-32) which was given to me by the principal due to my being deduced to an unsatisfactory teacher. Also, in this plea, I claimed that it would be sensible to postpone the two formal observations since I and the math department chair, who was assigned to meet with me bi-weekly to assist in executing the recommendations in the Plan of Assistance, had only met once since my receipt of the Plan of Assistance; thus, we needed more time to grasp and implement the numerous recommendations in the Plan of Assistance. On

February 6, 2011, a copy of my request for a deferral of the two formal observations was faxed to GRMS, along with a hand-written note to the secretary (Exhibit 1 to DX-34), pleading that she would take the faxed copy of the letter of request, make copies, and place them in the mailboxes of the individuals that I presumed would be my observers during the formal observations, namely, the principal, the assistant principal, and the math department chair. However, when I reported to work on Monday, February 7, 2011, I was apprised by the secretary that she was given the directive not to make copies for the assistant principal and the math department chair. Wherefore, at the next scheduled session with the math department chair, that is, on Thursday, February 10, 2011, I verbalized that I had submitted a written request for a postponement of the formal observations and asked the math department chair had she been made aware of my plea for a stay on my formal observations scheduled for February 11, 2011. After the math department chair indicated to me that she had not been made knowledgeable of my solicitation for a deferral, I briefly summarized my reasons as indicated in my missive dated February 3, 2011. Also, I enlightened the math department chair that, since I usually give my students some kind of a graded assignment on Fridays, my lesson plan for Friday, February 11, 2011 would involve having all of my classes complete the graded assessment.

Assuming that the math department chair had informed the other observer that I was giving my classes a graded assignment on February 11, 2011,

when the assistant principal, the math specialist, entered my classroom on this day, I assumed that they just wanted to observe the practices and procedures utilized when my students are completing an assessment. Consequently, as documented in my amended grievance complaint dated February 25, 2011 (DX-34), when I received a copy of and scanned the formal observation report form on February 23, 2011 during the post-observation conference, I was completely stunned and rightfully indignant to find out that I received an unsatisfactory rating although the observers noted on the formal observation report form that my students were quietly and diligently working on an assignment and that the environment was conducive for assessing students. Furthermore, as indicated in this same grievance complaint, I was absolutely and morally enraged to discover that in the formal observation report form these observers made it appear as though I was instructing by scribbling on the formal observation report form negative comments and recommendations germane to components of a lesson that one would observe when an individual is teaching, although it was very apparent that no teaching was taking place. Thus, I couched in this grievance complaint that it was ludicrous and challenges the integrity of such finite beings who would engage in such deceptions because there is no doubt that these observers knew when they walked into my classroom that my students were working on an assignment. Still too, when the math department chair came to my

classroom on the morning of February 11, 2011, before the start of the school day for the children, I reiterated to her that all of my classes would be completing a graded assessment.

Moreover, and as stipulated in my amended grievance complaint dated February 25, 2011, at the post-observation conference held on February 23, 2011, it was my expectation that the individuals that participated in the formal observations would be present. Wherefore, for the principal, who was not one of the observers during my formal observations, to be in attendance and give her arrogant comments were unexpected and unappreciated. However, it appears that the principal took advantage of this time to boastfully splutter that she had made the decision not to defer my formal observations because the formal observations had been previously scheduled, and she was not going to change the date.

Consequently, as I averred in this same grievance complaint, it was only during the post-observation conference that I discovered that it appeared that the principal, single handedly, made the decision not to honor my request for a stay on the formal observations. In truth and as reiterated in this same grievance complaint, at the post-observation conference, I asked the assistant principal had he received a copy of the memo in which I pleaded for a postponement on my formal observations. It was quite recognizable that the assistant principal did not have a clue that such a request was made in that he appeared paralyzed by my question, and, thus, his mouth was opened but not a word was murmured for

seconds. At this point, the principal rudely interrupted and with an apparent haughty voice drawled that she decided not to change the date of the formal observations. Therefore, in this same grievance complaint, I remarked that since the principal knew that she was not going to be one of the observers to be in attendance during my formal observations, since she knew that the math specialist was going to be her replacement, and since she was aware that the secretary had been denied the opportunity to make copies of my letter requesting a deferral for the two other observers, it appears that it would have been prudent as well as part of the principal's responsibility to ensure that I was made aware that the math specialist would be replacing her as one of the observers and that all the observers received a copy of my correspondence in which the plea for a stay of the formal observations was made. Still too, as indicated in this grievance complaint, since the principal knew that she was not going to be one of the observers during the formal observations, it appears that it would have been just and fair for me and those individuals that were designated as the official observers to discuss and determine whether or not my request for a postponement was reasonable.

Furthermore, in my amended grievance complaint dated February 25, 2011, I ventilated that although the principal was not physically present during my formal observations and her name is not on the list of names of the observers on the formal observation write-up, it was obvious from her presence, her

consistent interruptions, and her supercilious remarks made during the post-observation conference that she was involved in the writing of the uncorroborated negative comments and recommendations on this formal observation report form, and, thus, influenced my receiving such a groundless unsatisfactory rating. Therefore, in this same grievance complaint, I argued that, again, it appears that without just cause, but as a result of the abuse of her power as principal, her determination to be revengeful because of my consistently filing grievance complaints against her for breaching multiple articles and sections of the contract, and due to her furor for not being permitted to observe me formally during this time, the principal not only interceded and prevented me from being granted a postponement on my two formal observations but, apparently, influenced my receiving an unsatisfactory rating on my formal observation report form as well.

As a result of now having been formally observed five times and on each occasion receiving an unsatisfactory overall rating, along with requesting that two representatives from TABCO be in attendance at my next two formal observations scheduled for April 4, 2011, in my memo dated March 12, 2011 (DX-35) to my employers, TABCO, and others, I solicited that my formal observations scheduled for this date be video taped. Also, along with my plea, I attached a copy of the letter of consent (Exhibit 6 to DX-35) that I was planning to forward to the parents and/or guardians of the students who would be in the

classes that would be video taped. As I verbalized throughout my grievance complaints, an inquiry mind would certainly want to know how is it that a highly qualified, well-seasoned, and tenured Mathematics teacher, who has never received an overall unsatisfactory rating on any informal or formal observations or evaluations throughout her 29 years of impacting the lives of our leaders of tomorrow, has within five months been formally observed five times, has received an unsatisfactory rating on each occasion, and has been, thereby, characterized as an incompetent teacher?

Instead of supplying me with a response to my March 12, 2011 solicitation for a deferral of my formal observations scheduled for April 4, 2011, I received a letter from the Assistant Area Superintendent on March 18, 2011 in which he recommended putting me on a no pay status and terminating my employment with the Baltimore County Public Schools System. As indicated in

his 7-page missive, the Assistant Area Superintendent's recommendation for dismissal is primarily based on my receiving the letters of reprimand from the principal, which contended insubordination for my not being able to complete the non-instructional tasks. However, and as professed in several of my grievance complaints, at the Level II hearing before the Staff Relations Manager on

November 22, 2010, at the meeting with the Area Superintendent on December 10, 2010, and during my oral presentation before the Board of Directors for TABCO on February 16, 2011, I asserted that the mandates to complete the non-