

Case No. 13-0126

ORIGINAL

Supreme Court
of the State of Ohio

STATE OF OHIO *ex rel.*
KIM H. GRANT,

Relator,

v.

BOARD OF EDUCATION OF THE KINGS LOCAL SCHOOL DISTRICT,

and

VALERIE M. BROWNING,

and

MICHAEL MOWERY,

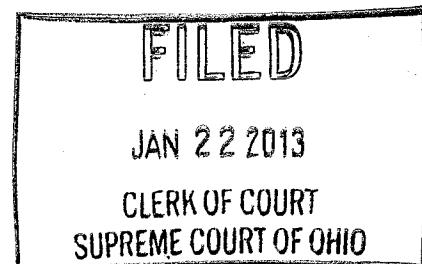
Respondents.

Original Action in Mandamus

VERIFIED COMPLAINT FOR WRIT OF MANDAMUS

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**SUPREME COURT
OF THE STATE OF OHIO**

STATE OF OHIO *ex rel.* KIM H. GRANT : Case No. _____
c/o Christopher P. Finney :
Finney, Stagnaro, Saba & Patterson LLP :
7373 Beechmont Avenue :
Cincinnati, OH 45230, :

Relator, : :

• V. •

BOARD OF EDUCATION OF THE KINGS LOCAL SCHOOL DISTRICT, : **VERIFIED COMPLAINT FOR WRIT OF MANDAMUS**
1797 King Avenue :
P.O. Box 910 :
Kings Mills, OH 45034, :

and :;

VALERIE M. BROWNING
1797 King Avenue
P.O. Box 910
Kings Mills, OH 45034,

**MICHAEL MOWERY
1797 King Avenue
P.O. Box 910
Kings Mills, OH 45034.**

Respondents.

Comes now the State of Ohio, by and through Kim H. Grant (“Relator”), and, in support of its claim for the issuance of a writ of mandamus and an award of statutory damages, attorney fees and costs, alleges as follows:

1. This is an action for a writ of mandamus pursuant to the Public Records Act, R.C. § 149.43, to compel Respondents Board of Education of the Kings Local School District, Valerie

M. Browning and Michael Mowery to immediately produce copies of the following public records which are in their possession, custody or control:

- a. the transcripts of multiple depositions taken relative to **Jane Doe**, a former employee of the Kings Local School District;¹
- b. records documenting that **Jane Doe** received the training mandated by Section 3319.073 of the Ohio Revised Code, *i.e.*, a program of in-service training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development, and that such training was received in a timely manner, *i.e.*, within two years of commencing employment with the school district;
- c. copies of the invoices for the court reporter and attorneys relating to the multiple depositions taken relative to **Jane Doe**

2. This Court possesses subject matter jurisdiction over this original action pursuant to Article IV, Section 2 of the Ohio Constitution.

3. Relator Kim H. Grant is a taxpayer and resident of the State of Ohio, residing in Warren County, Ohio, and within the Kings Local School District.

4. Respondent Board of Education of the Kings Local School District is, pursuant to Section 3313.17 of the Ohio Revised Code, a body politic and corporate. The Board of Education of the Kings Local School District is the “public office” (as that phrase is used in R.C. 149.43) whose public records are at issue in this case.

¹ Due to the grave and serious nature of the underlying allegations against this individual and because of the non-production of these transcripts (which would serve to confirm or refute such allegations), until such records are provided, in the copy of this complaint filed with the Court, Relator has redacted the name of this individual. Naturally, to the extent Respondents or their counsel need the identity of this specific individual in order to respond to the Complaint, Relator will provide such information to them or, if necessary, to the Court. All redactions herein and in the exhibits attached hereto are references to the name or identity of the subject individual.

5. Respondent Valerie M. Browning is the superintendent of the Kings Local School District. As such, Respondent Browning is a “person responsible” (as that phrase is used in R.C. 149.43) for the public records at issue in this case.

6. Respondent Michael Mowery is the treasurer of the Kings Local School District. As Such, Respondent Mowery is a “person responsible” (as that phrase is used in R.C. 149.43) for the public records at issue in this case.

Background

7. Relator Kim H. Grant is a citizen activist in the Kings Local School District. In addition to having been a candidate for the Kings Local Board of Education, she has been a regular attendee of meetings of the Board of Education, monitors its performance and has been quoted or interviewed by a local newspaper concerning matters in the Kings Local School District.

8. As a citizen activist in the Kings Local School District, Ms. Grant has questioned certain actions of the Kings Local School Board, and exposed what she sees as their errors, faults and shortcomings. In short, she acts as a citizen watchdog of school district activities.

9. Additionally, Ms. Grant is a board member of the Coalition Opposed to Additional Spending and Taxes (“COAST”). COAST is a taxpayer watchdog organization that operates a broadcast e-mail newsletter that is regularly distributed to thousands of individuals, a blog that is read daily by hundreds, a Twitter account that is presently followed by approximately 1,200 individuals and its own YouTube channel. COAST and its members regularly obtain documents from public agencies to expose waste, fraud and abuse, and other aspects of governmental operations through these foregoing media, as well as posting such documents on line on its Scribd.com account.

10. In short, Ms. Grant and COAST are actively involved in government accountability by learning of the dealings of our government officials and then commenting upon and disseminating such information, as well as the supporting documentation, to the public so as to add the marketplace of ideas so as to encourage more discussion and debate on matters of public interest.

11. As a result of the foregoing, Ms. Grant is known to some employees of the Kings Local School District as an independent voice who is in a position to help in the exposure of misdeeds of school district employees. As such, Ms. Grant occasionally receives whistleblower reports about questionable expenditures and management practices within the Kings Local School District.

12. In or about April 2012, Ms. Grant received one such whistleblower report from a teacher's aide (or former teacher's aide) in the Kings Local School District. This aide revealed to Ms. Grant instances of physical and emotional abuse being inflicted upon special needs children by a former school district employee who, as developed below, was simply and quietly allowed to resign with a large severance package and no repercussions or any follow-up action by the Kings Local School District.

13. The former school district employee allegedly engaging in such abuse was **Jane Doe**.

14. The teacher's aide (or former teacher's aide) who relayed the reports of the physical and emotional abuse being inflicted upon special needs children by **Jane Doe** worked directly with or for **Jane Doe** at Kings Columbia Elementary.

15. The special needs children at issue included those with physical and mental handicaps, including being in wheelchairs, as well as non-verbal and developmentally disabled.

16. Such alleged abuse by **Jane Doe** upon these children included seclusion, restraint, physical abuse (such as pushing and shoving), verbal abuse and other emotional abuse.

17. From records obtained from the Kings Local School District, the following facts relating to **Jane Doe's** employment and resignation from the School District have been revealed:

- a. On January 6, 2012, Respondent Browning, in her capacity as the superintendent of the Kings Local School District, placed **Jane Doe** on paid administrative leave. A true and accurate copy of the letter dated January 6, 2012, from Ms. Browning to **Jane Doe** placing the latter on paid administrative leave is attached hereto as **Exhibit A**.
- b. Subsequently, on March 20, 2012, the Board of Education of the Kings Local School District entered into a Release and Separation Agreement with **Jane Doe**. A true and accurate copy of the executed Release and Separation Agreement is attached hereto as **Exhibit B** (though without the unexecuted exhibits referenced therein, as executed copies of the exhibits are later referenced and included herein).
- c. Pursuant to the Release and Separation Agreement:
 - i. **Jane Doe** agreed to immediately submit her resignation, but such resignation would not effective until August 2, 2012. A true and accurate copy of this letter of resignation (which was attached to and part of the Release and Separation Agreement) is attached hereto as **Exhibit C**;

- ii. **Jane Doe** was to remain on paid administrative leave up and until the date of her resignations, *i.e.*, August 2, 2012;
- iii. up until the effective date of the resignation, *i.e.*, August 2, 2012, the Kings Local School District, *i.e.*, the taxpayers of the School District, would continue to pay **Jane Doe** her full pay, as well as give her access to the District-provided medical, dental, life and vision benefits;
- iv. as an employment reference for **Jane Doe**, the Kings Local School District agreed to provide a written reference which declared, *inter alia*, that, during her time with the School District, **Jane Doe** “demonstrated performance which was either proficient or distinguished in all domains of her performance evaluations. . . . [And] **Jane Doe** was rated distinguished in demonstrating knowledge of students, demonstrating flexibility and responsiveness in instruction, creating an environment or respect and rapport, and communicating with families.” A true and accurate copy of this written recommendation (which was attached to and part of the Release and Separation Agreement) is attached hereto as **Exhibit D**;

18. The teacher’s aide (or former teacher’s aide) who relayed to Ms. Grant information concerning the reports of the physical and emotional abuse being inflicted upon special needs children by **Jane Doe** also relayed that she had previously reported the abuse to the administration of the Kings Local School District, but was concerned with that the manner in which the School District handled the affair. These concerns included that the Kings Local School District would simply “brush under the rug” serious allegations of child abuse by a

licensed teaching professional that potentially would allow such practices to continue in the future, as well as would not result in appropriate criminal investigation or prosecution of **Jane Doe** by the appropriate law enforcement agencies.

19. Due to the effort of the Kings Local School District to “brush under the rug” these serious allegations of child abuse, **Jane Doe** would be allowed to continue in her career as a teacher at another school district, which would be unaware of her misdeeds at Kings Local School District because of the secretive manner in which the separation was being handled, as well as the positive letter of recommendation provided for by the Release and Separation Agreement.

20. Throughout the nation, the past failure of managers in churches, civic organizations and schools have allowed such abusive practices to continue resulting in other children being harmed.

21. To this day and according to a records search on the website of the Ohio Department of Education, **Jane Doe** retains her teaching certificate from the Department of Education. Thus, she is entitled to have access to school children and instruct the same in other school districts, notwithstanding her past alleged conduct. Furthermore, she may also be entitled to instruct school children in other states, or more easily attain licensure for instruction in other states.

22. Thus, despite the fact that **Jane Doe** has allegedly abused children under her care and control and the Kings Local School District is aware of this pattern and practice of abuse, the Kings Local School District has taken actions to hide that alleged abuse and to facilitate her employment in other teaching roles.

Public Record Request

My client has reviewed the documents that you provided pursuant to the Public Records Request. In there, *it references a series of depositions taken relating to the [REDACTED] Jane Doe matter.* I believe there are a total of five depositions in total. *We would like a copy of those deposition transcripts, as well as the invoices for the Court reporter and lawyers for the same.*

30. The e-mail dated July 31, 2012, from undersigned counsel to Mr. Deters is referred herein as the “*Public Records Follow-up Request*”.

31. A true and accurate copy of the *Public Records Follow-up Request* is attached hereto as **Exhibit F**.

***Respondents' Response:
Refusal to Produce Copies of the Transcripts of the
Depositions Relating to [REDACTED] Jane Doe***

32. On October 1, 2012, Mr. Deters responded to the foregoing request within the *Public Records Follow-up Request*.

33. A true and accurate copy of Mr. Deters response is attached hereto as **Exhibit G**.

34. As indicated in that response, Respondents, through Mr. Deters, denied the Relator's request for copies of the transcripts of the multiple depositions taken relative to [REDACTED] *Jane Doe* claiming that such transcripts are “protected under attorney-client privilege, and may even be further protected under attorney work-product.”

35. On information and belief, the taking of five different depositions of various teacher's aides and that, *inter alios*, a union representative was present during the taking of these depositions.

36. There is no valid legal authority for the claim that the transcripts of the multiple depositions taken relative to [REDACTED] *Jane Doe* and which are in the possession, custody or control of the Respondents are subject to attorney-client privilege.

42. The transcripts of the multiple depositions taken relative to Amanda Kitcho constitute “public records” as defined and used in R.C. § 149.43(A)(1) and are not subject to any exception.

Respondents’ Response:

Failure to Produce Records Relating to Mandatory Training Relating to Child Abuse

43. One of the requests in the *Public Records Request Letter*, i.e., Exhibit E, sought “[t]he complete files [of] **Jane Doe** including without limitation her personnel file, any disciplinary files, and any other files the District maintains with respect to her.”

44. Though certain records were produced in response to this request, notably absent from the records provided were any records documenting records documenting that **Jane Doe** received the training mandated by Section 3319.073 of the Ohio Revised Code.

45. Section 3319.073(A) of the Ohio Revised Code mandates that “[e]ach person employed by any school district or service center to work in a school as a nurse, teacher, counselor, school psychologist, or administrator shall complete at least four hours of the in-service training [concerning the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development] within two years of commencing employment with the district . . .”

46. Despite the fact that **Jane Doe** commenced working as a teacher for the Kings Local School District in August 2007, the records produced in response to the *Public Records Request Letter* failed to contain any record documenting such the completion of the training mandated by Section 3319.073 of the Ohio Revised Code.

47. The only reference to such training was a letter dated July 2007, from Kim Ackerman (secretary to the superintendent) to **Jane Doe** reminding **Jane Doe** that

she needed to attend such training. A true and accurate copy of this letter is attached hereto as

Exhibit H.

48. Notwithstanding that Section 3319.073 of the Ohio Revised Code mandates that the training mandated thereby must be completed “within two years of commencing employment with the district,” the letter from Ms. Ackerman, *i.e.*, Exhibit H, indicated such training could be completed within three year of commencing employment and specifically noted to **Jane Doe** that such training need to be completed no later than August 2010, *i.e.*, three years after **Jane Doe** commenced employment with the Kings Local School District.

49. Any records which would serve to document **Jane Doe's** compliance with the training mandated by Section 3319.073 of the Ohio Revised Code are “public records” as defined and used in R.C. § 149.43(A)(1) and are not subject to any exception.

50. Upon submission of the *Public Records Request Letter*, Respondents had a legal duty to provide all responsive public records in their possession, custody or control, including, without limitation, records documenting **Jane Doe's** completion of the mandatory training concerning the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development.

Respondents' Response:
Failure to Timely Produce Records Concerning Court Reporter Expenses for Depositions

51. To date, Respondents have failed to address the request specified in the *Public Records Follow-up Request* for the invoices for the court reporter involved in the taking of the multiple depositions taken relative to **Jane Doe**

52. The invoices for the court reporter involved in the taking of the multiple depositions taken relative to **Jane Doe** are “public records” as defined and used in R.C. § 149.43(A)(1) and are not subject to any exception.

53. Upon submission of the *Public Records Request Letter*, as well as the *Public Records Follow-up Request*, Respondents had a legal duty to provide all responsive public records in their possession, custody or control, including, without limitation, invoices for the court reporter involved in the taking of the multiple depositions taken relative to **Jane Doe**.

Issuance of a Writ of Mandamus is Warranted

54. Pursuant to the Public Records Act, Respondents had the legal duty to “make copies of the requested public record available at cost and within a reasonable period of time.” R.C. § 149.43(B)(1).

55. Pursuant to the Public Records Act, a person allegedly aggrieved by the failure of a public office or the person responsible for public records to comply with an obligation under the Public Records Act is empowered and authorized to commence a mandamus action to obtain a judgment that orders the public office or the person responsible for the public record to comply with their legal duties and obligations.

56. Relator has a clear legal right to the issuance of the writ of mandamus, as well as the other relief provided for by the Public Records Act.

57. Respondents are under a clear legal duty to provide copies all non-exempt public records in their possession, custody or control that are responsive to the Public Records Request Letter and the Public Records Follow-up Request.

58. And, pursuant to case law, Relator need not demonstrate or allege the lack of an adequate remedy at law in order to be entitled to the issuance of a writ of mandamus pursuant to

the Public Records Act. *State ex rel. Findlay Pub. Co. v. Schroeder*, 76 Ohio St. 3d 580, 582 (1996); *Gaydosh v. Twinsburg*, 93 Ohio St.3d 576, 580, 757 N.E.2d 357 (2001).

**Public Interest/ Public Benefit:
Forcing a Recalcitrant Public Official To Comply With the Law**

59. Numerous public benefits exists which are sufficient to justify an award of attorney fees, if such an award in this case is considered to be discretionary

60. A public benefit exists in “forcing a recalcitrant public official to comply with the unambiguous mandate of precedent” so such officials “will make compliance with this precedent more likely in the future.” *State ex rel. Rasul-Bey v. Onunwor*, 94 Ohio St.3d 119, 122, 760 N.E.2d 421, 424 2002-Ohio-67.

**Public Interest/ Public Benefit:
Exposure of an Abusive Licensed Teacher**

61. The exposure of the actions of an abusive teacher is in the public interest and provides a public benefit. This can benefit the public in numerous ways, including (i) assuring that appropriate licensure actions are taken with respect to the teacher engaging in abuse, (ii) assuring that any criminal prosecution arising from the facts in question are pursued, (iii) assuring that parents, school administrators in other districts or at private schools, administrators of civic programs that involve exposure to children, and others are properly informed and warned about the abusive teacher.

Public Interest/ Public Benefit:
The Malfeasance, Misfeasance and Nonfeasance of School District Personnel
and School District Board Members

62. The exposure of the actions of malfeasance, misfeasance and nonfeasance of school district personnel and school district Board members is in the public interest and provides a public benefit. On information and belief, these actions include the failure to properly supervise the actions of **Jane Doe** the failure to timely investigate the allegations addressed in this Complaint, the failure to properly and timely discipline and terminate **Jane Doe**, the failure to protect the children under the supervision and control of **Jane Doe**, and the improper attempts to keep as secret the actions of **Jane Doe** in this matter.

Public Interest/ Public Benefit:
The Protection of the Fisc

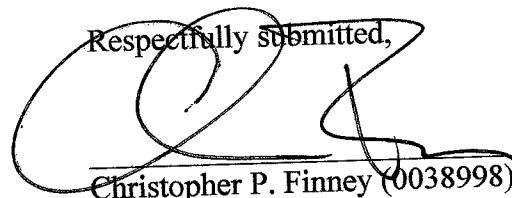
63. The exposure of the improper or unjustified payment of tax dollars to **Jane Doe** through the Release and Separation Agreement can be revealed through the requested records in that they will expose the strength of any claim of whether sufficient grounds existed to terminate her employment (who was believed to be a non-tenured teacher) without the necessity of the Release and Separation Agreement and the expenditure of taxpayer funds provided for therein.

Public Interest/ Public Benefit:
Qualifications of **Jane Doe as a Public Employee-Educator**

64. "The public has an unquestioned interest in the qualifications of potential applicants for positions of authority in public employment." *State ex rel. Consumer News Serv., Inc. v. Worthington City Bd. of Ed.*, 97 Ohio St.3d 58, 2002-Ohio-5311 ¶53.

65. Thus the records provide a public benefit and are in the public interest in providing insight and information on the qualification of Jane Doe to serve as a public employee-educator.

WHEREFORE, Relator, on relation to and on behalf of the State of Ohio, hereby applies to this Court for the issuance of a peremptory writ of mandamus or, alternatively, an alternative writ of mandamus, compelling Respondents to produce copies of those public records which have been withhold or not produced pursuant to the Public Records Request Letter and/or the *Public Records Follow-up Request*, see paragraph 1, *supra*, together with an award of attorney fees and costs as provided for by the Public Records Act.

Respectfully submitted,

Christopher P. Finney (0038998)
FINNEY, STAGNARO,
SABA & PATTERSON CO.,L.P.A.

2623 Erie Avenue
Cincinnati, Ohio 45208
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Attorneys for Relator Kim H. Grant

VERIFICATION

State of Ohio, County of Hamilton) ss:

Comes now, Kim H. Grant, having been duly cautioned and sworn, and declares that she has personal knowledge of the factual allegations above and such allegations are true and accurate.

Kim H. Grant
Kim H. Grant

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, on this the 20th day of January 2013.

Christopher P. Finney



CHRISTOPHER P. FINNEY
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

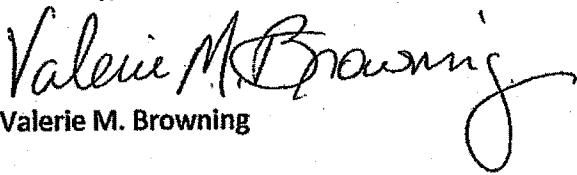
January 6, 2012

Re: Administrative Leave

Dear [Jane Doe]

I am providing this letter to notify you that I am placing you on administrative leave effective immediately. While on Administrative leave, you will receive full pay and benefits. You are not permitted on school property or at school district events without the express written permission of Mrs. Detmer-Bogaert or me.

Sincerely,


Valerie M. Browning

Superintendent

c. Treasurer's Office

Mrs. Shelley Detmer-Bogaert

EXHIBIT A

RELEASE AND SEPARATION AGREEMENT

This Release and Separation Agreement ("Agreement") is made by and between the **KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and **MS. JANE DOE** for the purposes of setting forth her separation of employment and resignation from the Kings Local School District Board of Education.

WHEREAS, Ms. **Doe** is employed with the Kings Local School District Board of Education; and

WHEREAS, the parties have agreed to end Ms. **Doe's** employment effective February 22, 2012; and

WHEREAS, in the interest of clearly setting forth all issues surrounding her separation of employment with the Board and resignation therefrom, the parties desire to fully, equitably and completely settle all matters in dispute between the parties upon the terms and conditions hereinafter set forth; and

WHEREAS, all parties to this Agreement have had an adequate opportunity to make whatever investigation or inquiries which they deemed necessary or desirable in connection with the subject matter of this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements performed as hereinafter set forth, agree as follows:

1. Upon execution of this Agreement, Ms. **Doe** shall submit her irrevocable resignation of employment effective August 2, 2012. (Attached as "Exhibit A".)

2. Ms. **Doe** shall remain on paid administrative leave up and until the date of her resignation on August 2, 2012. While on administrative leave, Ms. **Doe** shall receive her full pay and will be provided access to District-provided medical, dental, life and vision benefits pursuant to the provisions of her contract and the collective bargaining agreement.

3. In exchange for the above resignation from Ms. **Doe**, the Board and Ms. **Doe** agree as follows:

(a) The Board agrees to provide Ms. **Doe** an employment reference, a copy of which shall be attached hereto and incorporated herein as

"Exhibit B", to any prospective employer. The Board further agrees that any inquiries by prospective employers shall only be responded to by said letter.

(b) Ms. **Doe** acknowledges, agrees and understands that this Agreement modifies her contract of employment with the Board to the extent stated herein.

4. For the consideration set forth herein, and as a material inducement to the Board to enter into this Release and Separation Agreement, Ms. **Doe**, for herself, her heirs, executors, administrators, successors and assigns, hereby releases and discharges the Board, its individual members, its agents, employees, representatives, assigns, etc., from any and all liability, claims, demands, controversies, damages, actions and causes of action related to Ms. **Doe's** employment with the Board and her resignation therefrom, whether now known or hereafter discovered up to the date of the signing of this Agreement. This release and discharge does not waive any right to enforce this Agreement, should the Board fail to comply with its terms.

5. For the consideration set forth above, the Board, for itself, its individual members, administrators, employees and assigns, hereby releases and discharges Ms. **Doe** from any and all liability, claims, demands or controversies of any kind which the Board may have or claim to have arising out or relating to Ms. **Doe's** employment with the Board. This release and discharge does not waive any right to enforce this Agreement, should Ms. **Doe** fail to comply with its terms.

6. Ms. **Doe** acknowledges and represents that she was advised to consult with an attorney before signing this Release and Separation Agreement; that she has carefully read and fully understands all of the provisions of this Release and Separation Agreement; that she has had adequate time to review the Release contained herein, has had the Release and Separation Agreement explained to her, and understands the provisions of the Release and Separation Agreement.

7. The provisions of this Release and Separation Agreement are severable and independent, and if any words, phrases, clauses or sentence of it is found to be illegal or unenforceable for any reason, the balance of this Release and Separation Agreement shall remain in full force and effect. This Release and Separation Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Release and Separation Agreement shall not be interpreted for or against any party hereto on the

ground that such party drafted or caused to be drafted this Release and Separation Agreement or any part hereof.

8. Ms. Doe affirms that the only consideration for signing this Release and Separation Agreement are the representations and promises contained herein and that no other representation, promise or any agreements of any kind is made to or with the undersigned by any person or entity whatsoever to cause the undersigned to sign this Release and Separation Agreement. This Release and Separation Agreement contains the entire agreement between Ms. Doe and the Kings Local School District Board of Education with respect to its subject matter and supersedes any prior agreements or understandings between them concerning the subject matter herein. The terms of this Release and Separation Agreement are contractual in nature and not merely recital.

9. By signing this Agreement, Ms. Doe and the Board both acknowledge that they accept all the terms and conditions of the Agreement.

10. It is understood that the execution of this Agreement does not constitute an admission of any kind whatsoever by any party.

11. This Agreement may be executed by one or more counterparts, each of which will be deemed an original.

12. The Board will not oppose Ms. Doe's pursuit and/or receipt of unemployment benefits.

13. If the media contacts the Board, the Board will say Ms. Doe resigned for personal reasons and an investigation revealed no wrongdoing on her part.

IN WITNESS WHEREOF, Ms. Jane Doe, and the duly authorized representatives of the Kings Local School District Board of Education have executed this Agreement on the dates set forth opposite their names.

KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 3/20/12

By: Rebecca Holloway
President

Date: 3/1/12

By: Michael J. Mowen
Treasurer

PLEASE READ CAREFULLY. THIS RELEASE AND SEPARATION AGREEMENT INCLUDE THE RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS. THE UNDERSIGNED STATES THAT SHE HAS CAREFULLY READ THE FOREGOING RELEASE AND SEPARATION AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND THAT SHE EXECUTES THE SAME AS HER OWN FREE ACT AND DEED.

Date: 3-1-12

/s/ Jane Doe

EXHIBIT "A"

Dr. Valerie Browning, Superintendent
Kings Local School District
1797 King Avenue
Kings Mills, Ohio 45034

Re: *Letter of Resignation*

Dear Dr. Browning:

Please be advised that I irrevocably resign my position with the Kings Local School District Board of Education for personal reasons effective August 2, 2012.

/s/ Jane Doe



1797 King Avenue • P.O. Box 910 • Kings Mills, OH 45034

EXHIBIT "B"

February 29, 2012

To Whom It May Concern:

Jane Doe was employed by the Kings Local School District Board of Education as a certified Special Education Instructor teaching multi-handicapped students from August 17, 2007 to August 2, 2012. During Ms. Doe's time of employment with the Kings Local School District Board of Education, she demonstrated performance which was either proficient or distinguished in all domains of her performance evaluations. This includes planning and preparation, instruction, classroom environment and professional responsibilities. Additionally, Ms. Doe was rated distinguished in demonstrating knowledge of students, demonstrating flexibility and responsiveness in instruction, creating an environment of respect and rapport, and communicating with families.

If you have any additional questions concerning Ms. Doe's employment, please contact the undersigned.

**KINGS LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: Christina Blair
Tina Blair, Assistant Superintendent

Christina Blair, Assistant Superintendent/Director of Technology
(513) 398-8050, ext. 93 • Fax: (513) 229-7590 • tblair@kingslocal.net
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EXHIBIT D



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Paul T. Saba, Esq.●
William J. Patterson, Esq.●
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Sean P. Donovan, Esq.●

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● Also admitted in Michigan
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Megan K. Meyer, Esq.

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May 7, 2012

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Dr. Valerie Browning
Superintendent
Kings Local School
1797 Kings Ave. P.O. Box 910
Kings Mills, Ohio 45034

RE: *Public Records Request*
Our FSSP File No.: 12-154

Dear Sir and Madam,

Pursuant to the Ohio Public Records Act and on behalf of a client, I am requesting copies of the following public records:

1. All regular and special board meeting minutes from August 1, 2011 through May 1, 2012
2. The complete files of the superintendent, Dr. Valerie Browning, including without limitation her personnel file, any disciplinary files, and any other files the District maintains with respect to her.
3. All cell phone records for superintendent, Dr. Valerie Browning, from January 1, 2011 to the present, including without limitation the send and recipient numbers for all cell calls and text messages.
4. All reviews, evaluations, contracts, and all emails and communications between or among any of the school board members and/or Dr. Browning regarding her reviews and evaluations.

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Ms. Browning
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5. Copies of all emails and other communications (to or from) since January 1, 2011 between (to or from) any of (a) any member of the Board of Education, (b) Dr. Valerie Browning or (c) **Jane Doe**, on the one hand and (d) Shelley Detmer-Bogaert, on the other hand.
6. The complete files of Shelley Detmer-Bogaert, including without limitation her personnel file, any disciplinary files, and any other files the District maintains with respect to her.
7. All cell phone records for Shelley Detmer-Bogaert from January 1, 2011 to the present, including without limitation the send and recipient numbers for all cell calls and text messages.
8. The complete files of the **Jane Doe**, including without limitation her personnel file, any disciplinary files, and any other files the District maintains with respect to her.
9. Copies of all emails and other communications (to or from) since January 1, 2011 between (to or from) any of (a) any member of the Board of Education, (b) Dr. Valerie Browning or (c) Shelley Detmer-Bogaert, on the one hand, and (d) **Jane Doe**, on the other hand.
10. The full and complete record of the termination and separation agreement for Amanda Kitcho, including the agreement itself, and any side letters, memoranda, and other emails and correspondence relating to the same .
11. Copies of all emails and other communications (to or from) since January 1, 2011 between (to or from) any of (a) any member of the Board of Education, (b) Dr. Valerie Browning, (c) **Jane Doe** and (d) Shelley Detmer-Bogaert, on the one hand and Sandy Bateman, on the other hand.
12. Copies of all legal invoices for legal services rendered from January 1, 2010 through April, 2012.

I would request that responsive records be produced in an electronic medium to the extent possible. Furthermore, I would request that the files be emailed to me at the following email address cfinney@fssp-law.com; if some of the records cannot be produced in an electronic medium, I would request that copies be provided. I am willing to pay the reasonable costs of copying such records up to \$30.00; if you anticipate the costs will exceed this amount, please advise me so that I might inspect the records initially and identify the specific records for which I desire copies.

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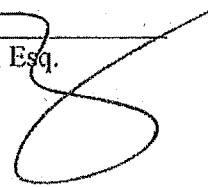
If you have any questions or need clarification, please feel free to contact me.

Very truly yours,

FINNEY STAGNARO,
SABA & PATTERSON CO., L.P.A.

By:

Christopher P. Finney, Esq.



Christopher P. Finney, Esq

From: Christopher P. Finney, Esq
Sent: Tuesday, July 31, 2012 1:52 PM
To: William M. Deters II (wmdeters@erflegal.com)
Subject: Kings Local School District

Dear Bill:

My client has reviewed the documents that you provided pursuant to the Public Records Request. In there, it references a series of depositions taken relating to the Jane Doe matter. I believe there are a total of five depositions in total. We would like a copy of those deposition transcripts, as well as the invoices for the Court reporter and lawyers for the same.

Also, I understand that there may be discussions or progress towards a separation with Dr. Valerie Browning. If so, I would like copies of all communications relating to the same (including without limitation, memoranda, letters, e-mails, tweets, text messages, and other paper and electronic communications and any notes of oral communications) as well as any written separation agreement and drafts thereof.

Thank you for your cooperation in this regard.

Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
7373 Beechmont Avenue
Cincinnati, Ohio 45230
Direct Dial: 513-533-2980
Direct Fax: 513-533-2990
E-mail: cfinney@fssp-law.com



Blog: blog.fssp-law.com
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Thank you for your assistance.

EXHIBIT F



Ennis Roberts Fischer Co., L.P.A.
Attorneys at Law

Phone: (513) 421-2540
Fax: (513) 562-4986

1714 West Galbraith Road
Cincinnati, Ohio 45239-4812

URL: www.erflegal.com

William M. Deters II
E-mail: wmddeters@erflegal.com

October 1, 2012

VIA EMAIL (cfinney@fssp-law.com)
& U.S. MAIL

Christopher P. Finney, Esq.
Finney, Stagnaro, Saba & Patterson Co., LPA
7373 Beechmont Avenue
Cincinnati, Ohio 45230

Re: *Public Records Request – Depositions in Ms. Doe Matter*

Dear Chris:

I am writing in response to your recent correspondence regarding your request for deposition transcripts that were taken relating to an **Jane Doe** matter with Kings Local School District.

The Kings Local School District denies your request for the transcripts in the **Jane Doe** matter as the transcripts are protected under attorney-client privilege, and may even be further protected under attorney work-product. R.C. §149.43(A)(1)(v); *State ex rel. Besser v. Ohio State Univ.*, 87 Ohio St.3d 535 (2000); *State ex rel. Nix v. Cleveland*, 83 Ohio St.3d 379, 383, 800 (1998). As you are aware, the attorney-client privilege in Ohio applies where legal advice of any kind is sought from a professional legal adviser in his capacity as such, the communications relating to that purpose, made in confidence by the client are permanently protected from disclosure unless the protection is waived. *Perfection Corp. v. Travelers Cas. & Sur.*, 153 Ohio App.3d 28 (2003). Further, this privilege protects against any dissemination of information obtained in the confidential relationship. *Jackson v. Greger*, 110 Ohio St.3d 488 (2006).

The transcripts that were taken in the Ms. **Doe's** matter were taken pursuant to an investigation conducted specifically by me at the request of the Kings Local School District. This investigation and the transcripts generated during the investigation reflect my professional skill and judgment, and were incident to, integral and directly

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related to legal advice that I gave to the Kings Local School District. *State ex rel. Toledo Blade Co. v. Toledo-Lucas Cty. Port Auth.*, 121 Ohio St.3d 537 (2009). Therefore, based on the above, the Kings Local School District denies your request for the investigation transcripts as the transcripts are protected under attorney-client privilege.

If you have further questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,

ENNIS, ROBERTS & FISCHER

By: 

William M. Deters, II

cc: Dr. Valerie Browning, Superintendent (via email)

Kings Local School District
1797 King Avenue
P.O. Box 910
Kings Mills, OH 45034

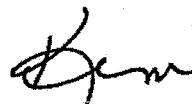
July 2007

This letter is a reminder that you need to attend the Warren County Child Abuse and Neglect Training. This class is required for those teaching grades K-6 new to the district within the first 3 years of their employment. All other teachers, new to the district within the last 3 years (7-12) are welcome to attend, but are not required. Please contact me no later than Friday, August 3 to let me know if you will be attending or not. If you have already attended the training, I need to know that as well (I will need a copy of your certificate of attendance).

The training will be held on Tuesday, August 14 from 8:00 a.m. - noon. at the Mason Municipal Building, 6000 Mason-Montgomery Road, Mason, Ohio 45040.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Ackerman
398-8050, ext. 92
kackerman@kingslocal.k12.oh.us

Jane

You ~~need~~ to have this
training no later than
August 2010. ☺

Charles D. Mason, Superintendent
(513) 398-8050, ext. 92 Fax: (513) 229-7590 cmason@kingslocal.k12.oh.us

EXHIBIT H