

District: Grant Public School District (62050)
ISD: Newaygo County RESA (62)
Date of Report: 05/15/2024
Review Date: 03/20/2024

Section 1: Monitoring Priority:

General Supervision Monitoring (GSM)

Pursuant to the *Individuals with Disabilities Education Act* (IDEA), 34 CFR §§300.600 and 300.149(a)(1)(2), as part of State monitoring and enforcement, the Office of Special Education (OSE) must ensure the requirements of the IDEA are carried out and that each educational program for children with disabilities meets the State's educational standards.

Section 2: Selection Criteria:

The district was selected for a monitoring activity as part of the State's general supervisory responsibility to ensure that requirements of the IDEA are carried out and all districts in the State provide a Free Appropriate Public Education (FAPE) to students with an Individualized Education Program (IEP) that meets the requirements of the IDEA and the State's educational standards.

State audit (MDE), initiated at the request of NCRESA, aimed to monitor the district's processes and procedures in special education, while the internal investigation conducted by Clark Hill attorneys focuses on the actions of our previous superintendent.

Re: *Superintendent Brett Zuver*

Internal Investigation

Dear President Thorne and Board Members:

This letter is written pursuant to our engagement to conduct an investigation. We were asked to ascertain whether the Superintendent fulfilled the obligations of his contract with the Board of Education and satisfactorily performed his duties as defined in his Contract and the Board Policies. Specifically, there were questions concerning the employment of Stephanie Dood and the Superintendent's knowledge related to Ms. Dood's employment and responsibilities as a special education teacher. Based on our investigation, it is our opinion that the Superintendent has not fulfilled all the requirements of his contract or Board Policies.

This letter will describe the preliminary results of our investigation, identify circumstances that may have contributed to the inappropriate allocation of special education funds, the inaccurate reporting of special education funding, the inappropriate allocation of district funds, the violation of special education IEPs, provide recommendations, and offer an opinion as to whether just cause exists to terminate the Superintendent's contract.

CONCLUSION

-Internal Investigation continued

Given the Superintendent's actions/inaction, the District may be exposed to legal violations. First, the District misappropriated the use of special education funds by continuing to pay Ms. Dood for special education teaching services when in fact, she was not providing said services. Second, the District was required to find substitute teachers to cover Ms. Dood's periods, which included [REDACTED], a non-certified special education teacher to provide remote learning. This teaching was in direct violation of many of the special education students' IEPs and a violation of these students' free and appropriate public education ("FAPE"). Though no claims have been brought the parents, if the Board chooses to terminate the Superintendent, this will likely draw attention to the lack of services provided by the District.

The Superintendent either had direct knowledge or should have had direct knowledge of these issues. Numerous individuals interviewed indicated that the Superintendent, the Finance Director and Ms. Dood has closed door meetings at the administration building throughout the last year. Many of the issues surrounding Ms. Dood, including her lack of attendance at the high school and her payroll were all brought to the attention of the Superintendent who failed to take any action. Thus, while the Superintendent has attempted to deny knowledge of some of these issues, statements from other individuals involved directly contradicts this representation.

The State audit specifically focuses on the district's adherence to special education processes and procedures. The audit highlighted minor gaps and inconsistencies, prompting the district to take proactive measures.

Regarding the **internal investigation** concerning the former superintendent, **it revealed deliberate decisions involving improper spending of funds and resources.**

The decision to offer the superintendent immediate resignation with a payout was made to protect the district and rebuild community trust. Negotiations aimed to ensure a smooth departure, avoid legal battles, and refocus on education. An agreement was reached for the superintendent's resignation and mutual release. The board can approve this agreement, which includes a lump sum severance payment of \$143,500, preventing litigation but not absolving any criminal liability.