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January 26, 2024

*PRIVILEGED & CONFIDENTIAL*

*FOR DISCUSSION IN CLOSED SESSION ONLY  
NOT PART OF FOIA DISCLOSURE*

Mr. Ken Thorne, President  
Members of the Board of Education  
Grant Public Schools  
148 South Elder Ave.  
Grant, MI 49327

Re: *Superintendent Brett Zuver*

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.

### **SCOPE OF INVESTIGATION**

In order to assure the Board of the accuracy of our findings, we interviewed five individuals – all current employees of the District, including the administration office. The majority of these interviews were conducted in person, except for one interview, which was conducted via telephone.

***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 2

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The Superintendent, Brett Zuver, was interviewed with two Board members present: Ken Thorne and Rachal Gort. During the course of the interview, at various times, Mr. Zuver inquired about obtaining legal representation. However, an attorney for Mr. Zuver was not present during questioning. The interview was not recorded by a court reporter. Notes were obtained during questioning.

In addition to these interviews, we examined extensive documents produced in response to various FOIA requests. These documents included payroll information related to Stephanie Dood, special education funding reported to the state, attendance records at Grant High School, classroom rosters assigned to various teachers, IEPs related to special education students, as well as intra-office email communication and memorandums. In addition, minutes of the November Board meeting were reviewed.

**FACTUAL BACKGROUND**

**1. Stephanie Dood's Employment.**

In 2022, Ms. Dood entered into a Contract with the District for the "After School Program Director/Grant Writer." This position appears to have been created by the Superintendent specifically for Ms. Dood. Indeed, the position was not posted either internally or externally. The only applicant for the position was Ms. Dood. The position ran for a term of two years from August 23, 2022 through June 9, 2024. During the school calendar year of 2022-2023, Ms. Dood was employed under a Teacher Contract and under the contract of "After School Program Director/Grant Writer."

It should be noted that Ms. Dood was one of six employees in the District that earned over \$100,000 in the calendar year of 2022. The other five employees earning over \$100,000 in the District all included Administrative Positions: Middle School Principal, High School Assistant Principal/Director of Adult Ed, Elementary School Principal, High School Principal and Superintendent.

Ms. Dood continued this dual contracted employment for the school calendar year of 2023-2024. Her Teacher Contract was renewed on July 1, 2023, in which it was signed by Mr. Zuver and Stephanie Dood.

On October 17, 2023, Ms. Dood submitted her letter of resignation to Mr. Zuver. Her letter of resignation indicated that she would be ending her employment with the District at the end of the month (October 2023). However, there was apparently a misunderstanding on this resignation of employment that was communicated to the Board. Instead, based on a conversation with Mr. Zuver, Ms. Dood continued employment with the District after October 2023 as the Co-Director



***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 3

---

of the After School Program, earning \$300 every two weeks. Emails between Mr. Zuver and Holly Kleyn in November of 2023 reference a memorandum that was allegedly supposed to be included for presentation to the Board. Specifically, these emails indicate that Ms. Dood's assistance with the after-school program was necessary due to the expansive nature of the program. A retroactive memorandum was authored by Holly Kleyn on January 8, 2024 reflecting this employment. Ms. Dood still maintains keys and a computer distributed by the District. She also maintains an active district email address.

**2. Stephanie Dood's Special Education Position.**

As noted above, Ms. Dood served as a part time special education teacher with the District in the school years of 2022-23 and 2023-24. In mid-February, the Special Education Department was asked to absorb Ms. Dood's 5<sup>th</sup> and 6<sup>th</sup> hour periods for a two-week period ending the first week of March 2023. While Ms. Dood remained the teacher of record, based on this reassignment of her two-week period special education classroom, the District enlisted [REDACTED] ([REDACTED]) and [REDACTED] (General Education [REDACTED]) to provide coverage for Ms. Dood's classroom. This arrangement lasted for the entirety of the 2022-23 school year. Ms. Dood's absence from teaching was brought to the attention of the Superintendent, who instructed administrative staff to continue to keep Ms. Dood in the system as the teacher of record. When questioned about his knowledge of Ms. Dood's lack of reporting to the classroom, the Superintendent acknowledged that Ms. Dood was spending "more time" at the administration building the last month of the 22-23 school year due to upcoming grant deadlines.

As noted above, Ms. Dood's teacher contract was renewed on July 1, 2023, despite the fact that she stopped teaching in approximately February or March of 2023. An email from Dan Simon indicates that Ms. Dood "may not" have had a caseload for the school year of 23-24. However, in an effort to have a "back up" plan for transfer students, the District continued to pay Ms. Dood from special education funds for the start of the 23-24 school year, despite the fact that Ms. Dood did not have a caseload. This was brought to the attention of Mr. Zuver on numerous occasions, yet no action was taken.

It was not until approximately October of 2023 that a payroll change was subsequently made to retroactively apply to Ms. Dood's payroll. Specifically, Ms. Dood has previously been receiving her teacher portion of the contract from account "194," which designates special education funding. However, in October of 2023, Ms. Dood's teacher pay was retroactively moved from the special education funding to "general funding" for the entirety of the 23-24 school year. This is despite the fact that Ms. Dood had performed no teaching duties during the entirety of the 23-24 school year. This payroll change was made at the direction of Mr. Zuver, who admitted that

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<sup>1</sup> Ms. Ayala's pay reflects an additional compensation of \$1,830.38 for hours on her planning period.

***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 4

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he was aware that Ms. Dood was not teaching during the entirety of the 23-24 school year. It is believed that the payroll change may have been prompted by a FOIA request for SE 4096 forms.

**3. Ms. Dood's Caseload.**

Seven student IEPs were produced in response to a FOIA request. Of these seven students, six of the seven required "direct" services. The "special education teacher (Ms. Dood,)" was the individual responsible for achieving the listed IEP goals for five of these six students.

**4. SE 4096.**

All districts are required to complete the SE 4096 form to generate their Special Education Headlee Obligation payment under section 51c of the State School Aid Act. The District reported a total cost of \$36,732.00 on the completed SE 4096 form related to Stephanie Dood for the fiscal year July 1, 2022 – July 30, 2023. This amount reflects the amount that Ms. Dood was compensated as a special education teacher for the entirety of the 2022-2023 school year, despite obtaining substitute coverage from February/March 2023 until the end of the school year.

**BOARD POLICIES**

**• PO1230 – RESPONSIBILITIES OF THE SUPERINTENDENT**

The Superintendent of Schools shall strive to achieve District goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the District.

**Duties and Responsibilities**

The Superintendent shall be directly responsible to the Board of Education for the performance of the following assigned duties and responsibilities:

- A. ensure that all aspects of District operation comply with State laws and regulations as well as Board contracts and policies
- B. establish and maintain any written educational plan that may be required by law and consistent with the educational goals adopted by the Board
- C. ensure proper implementation of the current District-wide instructional plan as it applies to each building



*PRIVILEGED & CONFIDENTIAL*

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 5

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- D. strive to increase the efficient use of District resources in the daily operations of the schools
- E. assign staff to achieve the maximum benefit toward the attainment of educational goals
- F. evaluate the progress of the professional and support staff toward the attainment of educational goals
- G. analyze the results of instructional program development as it applies to the Board's educational goals
- H. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress
- I. work with principals to assure that decisions made at the building level are created by means of a site-based, decision- making process that includes participation of the school's administration and staff, parents, students, and other in the community
- J. work cooperatively with parents and community groups concerned with programs in the schools
- K. develop personal capabilities in personnel strategies and facility management
- L. work cooperatively with the Board and administrative staff
- M. strive toward the highest standards of personal conduct

- **PO1241 – NON-REEMPLOYMENT OF THE SUPERINTENDENT**

The Board of Education has an obligation to the citizens of this District to employ the professional leadership best trained and equipped to meet the educational needs of their children. It shall meet that obligation by retaining only a highly qualified person as Superintendent for this District.

If the services of the Superintendent are found to be unsatisfactory to the Board, s/he shall be notified by the President and given an opportunity to correct the conditions.

If his/her services continue to be unsatisfactory, the Superintendent shall be notified in writing by the President, as approved by the Board.



*PRIVILEGED & CONFIDENTIAL*

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 6

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The Board may non-renew the Superintendent's contract, with or without cause and with or without prior notice, provided it votes on non-renewal and provides written notice of the non-renewal at least ninety (90) days prior to expiration date of the contract. Failure to take timely action or give timely notice will result in renewal of the contract for an additional year.

The Board may choose whether to extend the contract for an additional year during the term of the contract, in accordance with the terms of the contract.

The contract of the Superintendent may be terminated during its term for reasons that are not arbitrary or capricious. The Superintendent shall be entitled to notice of the reasons and a reasonable opportunity to address the Board prior to any vote on termination of the contract.

**SUPERINTENDENT'S CONTRACT**

The Superintendent is currently under contract through June 30, 2025. Section 2 of the Superintendent Contract outlines the Duties of Mr. Zuver. Specifically, that section states that the "Superintendent agrees to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education. That section also states, "the responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent *subject to approval by the Board.*"

Section 15 outlines the "Termination Provisions." That section states:

The Superintendent shall not be dismissed for a reason that is arbitrary or capricious. The following reasons, among others, constitutes reasons that are not arbitrary or capricious: including by way of example, but not limited to: (1) failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract, following notice of any requirements that are effective after execution of this contract, and a reasonably opportunity to satisfy them following such notice; (2) willful failure to uphold any Board of Education bylaw, policy, or regulation that lead to detrimental results for the district; (3) conviction of a felony or a crime involving moral turpitude; (4) resignation with an effective date that as shall be mutually agreeable; (5) inability to perform the essential functions of his position by reason of disability that constitutes a serious health condition for a period or periods aggregating ninety (90) school days during a twelve-month period.



***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 7

---

Prior to making a determination that discharge shall occur, the Board shall give the Superintendent an opportunity to have a hearing before the Board, and the Superintendent shall also be given prior notice of any alleged deficiencies in writing and a reasonably opportunity (as defined by the Board following consultation with the Superintendent) to take corrective action before the Board makes its determination. The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of his own choosing and at his own expense. Such a request may be received by the Board within twenty (20) business days of the Superintendent's receipt of the Boards notice of concerns. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing, not to exceed sixty (60) calendar days.

The Board has the right to unilaterally terminate the Superintendent's contract at any point. In the event of such termination, the Board shall pay the Superintendent, as severance pay, a lump sum equal to his current salary level (twelve (12) months' pay) or the balance of his contract, whichever amount is lesser, plus any accrued, unused paid leave. The amount due to the Superintendent shall be paid in full on the last day of his employment.

**SUPERINTENDENT POTENTIAL VIOLATIONS**

**1) Failure to Ensure that the District Complies with State Laws: Misuse of Special Education Funding.**

The District reported the entirety of Ms. Dood's teacher salary in its SE-4096 filing to the state. However, Ms. Dood stopped reporting to her classroom in February or March of 2023. The District was required to place [REDACTED], a non-special education certified teacher, to cover one of Ms. Dood's periods. Despite the fact that Ms. Dood stopped providing special education services in February or March of 2023, the District reported the entirety of her salary as special education services to the state. In addition, Ms. Dood continued to receive the teacher portion of her salary

***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 8

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from special education funds through October 2023.<sup>2</sup> The Superintendent acknowledged that Ms. Dood did not provide any special education services for the 23-24 school year and at least the last month of the 22-23 school year.

**2) Failure to Ensure that the District Complies with State and Federal Laws: Violation of FAPE, Failure to Comply with Individualized Education Plans (“IEPs”).**

As noted above, Ms. Dood stopped reporting to her classroom in mid-February of 2023. The District was required to place ██████████, a non-special education certified teacher to cover one of Ms. Dood’s periods. ██████████ was allegedly providing remote learning services during this period. A review of these Individualized Education Plans (“IEPs”) of many of Ms. Dood’s special education students required direct special education services to be provided in a special education classroom. The use of a general education teacher, providing remote learning, for these periods was in violation of many of these students’ IEPs, exposing the District to exposure for compensatory services that resulted from failing to provide the students to the services which they were entitled under FAPE. Indeed, if a student with a disability did not receive appropriate evaluations or services, including the services that the school had previously determine they were entitled to, then the school may be required to provide compensatory services.

**3) Work Cooperatively with the Board and Administrative Staff.**

The Superintendent has failed to work cooperatively with the Board. This includes making disparaging remarks about the Board at the Administration Meeting on December 14, 2023. In addition, the Superintendent has failed to communicate the terms of employment, including financial terms of Stephanie Dood’s employment as well as her continued employment, despite her resignation to the Board in October 2023.

**4) Strive to Increase Efficient Use of the District Resources: Misuse of District Funds.**

Notwithstanding the potential special education funding and FAPE violations, the Superintendent continued to authorize the payment of Ms. Dood’s teacher salary for remainder of the 22-23 school year, after Ms. Dood stopped reporting to her classroom, as well as her teacher salary for the 23-24 school year. While the Superintendent denies specific knowledge of Ms. Dood failing to report to her classroom in the 22-23 school year (except for the last month of the school year), he admitted that Ms. Dood *performed no teaching duties* in the 23-24 school year. However, Ms. Dood continued to earn the portion of her teacher salary until her resignation at the end of

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<sup>2</sup> In October of 2023, Ms. Dood’s 23-24 teacher salary was retroactively changed from special education funds to general education funding. However, no changes were made to Ms. Dood’s 22-23 teacher salary, which came exclusively from special education funding.



***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 9

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October 2023. The Superintendent admitted that this was a misuse of valuable District resources. Accordingly, the Superintendent failed to efficiently utilize District resources by continuing to pay Ms. Dood's teacher salary when she failed to provide any teaching services.

**5) Continued Employment of Stephanie Dood.**

While the Superintendent (under his Contract) has responsibility for selecting personnel, this is subject to the approval of the Board. It was communicated to the Board that Ms. Dood was resigning from the District in October 2023. However, based on intra-office communication, which was not provided to the Board until after the fact, Ms. Dood's resignation was related only to her teaching and grant writing positions, not the After School Program.

**COURSES OF ACTION**

The Board is faced with a difficult decision with respect to its Superintendent. In light of the Superintendent's indication of retaining counsel, it anticipated that litigation is a strong possibility should the Board terminate or attempt to modify his contract. Doubtlessly, the Superintendent will claim damages for breach of contract, and he may attempt to claim other damages to his character. Including the cost of defense before a jury trial, a breach of contract action could potentially cost the District as much as \$300,000 to \$350,000 in damages and legal costs. The following are a range of options:

- 1) Under the Superintendent's Contract, the Board has the right to unilaterally terminate the Superintendent's contract at any point. In the event of such termination, the Board shall pay the Superintendent, as severance pay, a lump sum equal to his current salary level (twelve (12) months' pay) or the balance of his contract, whichever amount is lesser, plus any accrued, unused paid leave. The amount due to the Superintendent shall be paid in full on the last day of his employment.
- 2) Under the Superintendent's Contract, the Board may terminate the Superintendent for a reason that is not arbitrary and capricious including his failure to uphold any Board of Education bylaw or policy. The procedural mechanism for this termination is outlined above and included in the Superintendent's contract under Section 15. Given the numerous legal violations that occurred under the Superintendent's Administration, as well as his knowledge or constructive knowledge of same, the Board likely has strong grounds for terminating the Superintendent for cause.
- 3) The Board can choose to not renew the Superintendent's contract, with or without cause as long as it votes on the non-renewal and provides notice of the non-renewal at least 90 days prior to the expiration of the contract. The Superintendent is currently under

***PRIVILEGED & CONFIDENTIAL***

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 10

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contract through June 30, 2025. Thus, the Superintendent would continue his employment through the end of this school year as well as the entirety of the 24-25 school years.

- 4) There have been discussions between legal counsel for both parties regarding a resignation and release agreement.

The Superintendent's Contract contains an Arbitration Provision, which states:

In the event of a dispute between the parties relating to any provision of this Agreement, the employment relations, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, Superintendent's cost shall not exceed \$500.00. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within sixty (60) days of the action giving rise to the dispute or it is waived.

Accordingly, any dispute over the termination of the Superintendent would be submitted to binding arbitration.

**RECOMMENDATIONS**

In lieu of the above options, we entered negotiations with the Superintendent and his attorney Jeffrey Theuer of Foster Swift. The objectives of these negotiations were (1) create a graceful exit for the Superintendent; (2) avoid litigation over his departure; and (3) allow the Board to turn the page and focus its attention on the District's mission of educating the District's children. We were able to reach an agreement for the Superintendent's resignation and a mutual release. We also mutually agreed on a letter of recommendation and public statement to be communicated to the District's families and school community which the Superintendent has signed.

I can recommend this agreement for the Board's approval. This agreement does pay the contract's severance cost of a lump sum one year salary at \$143,500.00. Although the Board could unilaterally terminate the Superintendent's contract for any reason by paying the same amount, the release agreement precludes the Superintendent from pursuing any litigation. Initially, we offered



*PRIVILEGED & CONFIDENTIAL*

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 11

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to pay the Superintendent's contract with compensation and benefits through June 30, 2024. The difference between this offer and the severance pay is about \$36,000. I estimate that this amount and likely more would be consumed in defending against litigation over termination of the contract. Although I believe that more than sufficient grounds exist to terminate the Superintendent's contract for reasons that are not arbitrary or capricious, I believe the agreement's cost is far outweighed by the benefits of avoiding litigation and providing an opportunity for the Board and new leadership to focus their attention on providing the best educational outcomes for the District's students.

In terms of new leadership, discussions have been entered into with Middle School Principal Kevin Akin to serve as Interim Superintendent. The Board President initially approached him several months ago about serving in this capacity when the Superintendent became a finalist candidate for the Tri County Area Schools superintendent vacancy. Mr. Akin has agreed to serve in this capacity through the end of this school year at a per annum salary of \$125,000.00. This will allow the Board time to decide on filling the superintendent's vacancy. His proposed Interim Superintendent contract is being submitted for the Board's consideration and approval.

CONCLUSION

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.

Since this letter constitutes the legal opinion of counsel, and attorney/client written communications are specifically exempt under the Freedom of Information Act, MCL § 15.231,



## Clark Hill

*PRIVILEGED & CONFIDENTIAL*

Mr. Ken Thorne, President  
Members of the Board of Education  
January 26, 2024  
Page 12

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*et seq*, this letter may be discussed in closed session under the Open Meetings Act, MCL § 15.268(h), provided the discussion does not stray from the contents of the letter.

If you have any questions or wish to discuss the contents of this letter in greater detail, please contact us at your convenience. We appreciate the opportunity to be of service to the District and the Board of Education.

Sincerely,

CLARK HILL PLC

Marshall Grate

*/s/ Joshua J. Trombley*

Joshua J. Trombley

MWG/JJT:mjz



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February 26, 2024

***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin  
Interim Superintendent  
Grant Public Schools  
148 South Elder Ave.  
Grant, MI 49327

Re: *Investigation of Special Education Concerns*

Dear Mr. Akin:

This letter is written pursuant to our engagement to continue our previous investigation related to questions concerning the employment of Stephanie Dood, any potential special education concerns that arose during Ms. Dood's employment, and the administration's involvement/knowledge of same. This letter will describe the results of our investigation, identify any personnel concerns recommendations, and offer an opinion as to any remedial measures that need to be taken.

**SCOPE OF INVESTIGATION**

We interviewed eight individuals – most of whom are still current employees of the District, including the high school principal and the high school assistant principal. All of these interviews were conducted in person.

The high school principal, Dan Simon, requested the presence of a notetaker during his interview. [REDACTED], [REDACTED], and [REDACTED] had a union representative present for their interviews. [REDACTED] had Keith Sauter, the UniServ Director for the Michigan Education Association present for his interview.

**FACTUAL BACKGROUND**

**1. Stephanie Dood's Employment.**

In 2022, Ms. Dood entered into a contract with the District for the "After School Program Director/Grant Writer" position. This position appears to have been created by the Superintendent specifically for Ms. Dood. Indeed, the position was not posted either internally or externally. The only applicant for the position was Ms. Dood. The position ran for a term of two years from August

***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent  
February 26, 2024  
Page 2

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23, 2022, through June 9, 2024. During the school calendar year of 2022-23, Ms. Dood was employed under a teacher contract and under the contract of “After School Program Director/Grant Writer.”

It should be noted that Ms. Dood was one of six employees in the District that earned over \$100,000 in the calendar year of 2022. The other five employees earning over \$100,000 in the District included all administrative positions: Middle School Principal, High School Assistant Principal/Director of Adult Ed, Elementary School Principal, High School Principal, and Superintendent.

Ms. Dood continued this dual contracted employment for the school calendar year of 2023-24. Her teacher contract was renewed on July 1, 2023, and it was signed by Mr. Zuver and Stephanie Dood.

On October 17, 2023, Ms. Dood submitted her letter of resignation to Mr. Zuver. Her letter of resignation indicated that she would be ending her employment with the District at the end of the month (October 2023). However, there was apparently a misunderstanding on this resignation of employment that was communicated to the Board. Instead, based on a conversation with Mr. Zuver, Ms. Dood continued employment with the District after October 2023 as the Co-Director of the After School Program, earning \$300 every two weeks. Emails between Mr. Zuver and Holly Kleyn in November of 2023 reference a memorandum that was allegedly supposed to be included for presentation to the Board. Specifically, these emails indicate that Ms. Dood’s assistance with the after-school program was necessary due to the expansive nature of the program. A retroactive memorandum was authored by Holly Kleyn on January 8, 2024, reflecting this employment. Ms. Dood still maintains keys and a computer distributed by the District. She also maintains an active District email address.

## **2. Stephanie Dood’s Special Education Position.**

As noted above, Ms. Dood served as a part-time special education teacher with the District in the school years of 2022-23 and 2023-24. In mid-February 2023, the Special Education Department was asked to absorb Ms. Dood’s 5<sup>th</sup> and 6<sup>th</sup> hour periods for a two-week period ending the first week of March 2023. While Ms. Dood remained the teacher of record, based on this reassignment of her two-week period special education classroom, the District enlisted [REDACTED]<sup>1</sup> (special education teacher) and [REDACTED] (General Education/Edmentum at Risk) to provide coverage for Ms. Dood’s classroom. This arrangement lasted for the entirety of the 2022-23 school year. Ms. Dood’s absence from teaching was brought to the attention of the Superintendent, who instructed administrative staff to continue to keep Ms. Dood in the system as the teacher of record. When questioned about his knowledge of Ms. Dood’s lack of reporting to

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***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent  
February 26, 2024  
Page 3

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the classroom, the Superintendent acknowledged that Ms. Dood was spending “more time” at the administration building the last month of the 2022-23 school year due to upcoming grant deadlines.

As noted above, Ms. Dood’s teacher contract was renewed on July 1, 2023, despite the fact that she stopped teaching in approximately February or March of 2023. An email from Dan Simon indicates that Ms. Dood “may not” have had a caseload for the school year of 2023-24. However, in an effort to have a “back up” plan for transfer students, the District continued to pay Ms. Dood from special education funds for the start of the 2023-24 school year, despite the fact that Ms. Dood did not have a caseload. This was brought to the attention of Mr. Zuver on numerous occasions, yet no action was taken.

It was not until approximately October of 2023 that a payroll change was subsequently made to retroactively apply to Ms. Dood’s payroll. Specifically, Ms. Dood has previously been receiving her teacher portion of the contract from account “194,” which designates special education funding. However, in October of 2023, Ms. Dood’s teacher pay was retroactively moved from the special education funding to “general funding” for the entirety of the 2023-24 school year. This is despite the fact that Ms. Dood had performed no teaching duties during the entirety of the 2023-24 school year. This payroll change was made at the direction of Mr. Zuver, who admitted that he was aware that Ms. Dood was not teaching during the entirety of the 2023-24 school year. It is believed that the payroll change may have been prompted by a FOIA request for SE 4096 forms.

**3. Ms. Dood’s Caseload.**

[REDACTED]

**4. SE 4096.**

All districts are required to complete the SE 4096 form to generate their Special Education Headlee Obligation payment under section 51c of the State School Aid Act. The District reported a total cost of \$36,732.00 on the completed SE 4096 form related to Stephanie Dood for the fiscal year July 1, 2022 – July 30, 2023. This amount reflects the amount that Ms. Dood was compensated as a special education teacher for the entirety of the 2022-23 school year, despite obtaining substitute coverage from February/March 2023 until the end of the school year.

**5. Superintendent’s Resignation.**

As you are aware, we were requested by the Board of Education to conduct a preliminary investigation into the issue at hand related to the Superintendent’s fulfillment of his contractual duties. Following our preliminary interview, we reported the results of our investigation to the

***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent  
February 26, 2024  
Page 4

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Board in a closed session. The Board agreed to the Resignation Agreement of Mr. Zuver at the Board Meeting on January 26, 2024.

**INTERVIEWS**

1. [REDACTED]

[REDACTED] is the only non-current District employee that we interviewed. [REDACTED] previously served as the Head of Special Education at the high school during the calendar school year of 2022-23. [REDACTED] had previously retired from the District but returned to the high school in the middle of the 2021-22 school year. [REDACTED] had no difficulty recalling details of Ms. Dood's employment and her dissatisfaction with the District's handling of same.

[REDACTED] recalled pulling the attendance records for Ms. Dood at the end of the 2021-22 school year. A review of these records indicated that Ms. Dood missed approximately 30 school days for the 2021-22 school year. In the middle of February 2023, [REDACTED] recalled being approached by Dan Simon indicating that Ms. Dood needed to be available for the upcoming two weeks to meet grant deadlines. At that time, Mr. Simon indicated to [REDACTED] that they needed coverage for Ms. Dood's classroom. [REDACTED] apparently rejected assisting in covering Ms. Dood's classroom, despite having 6<sup>th</sup> hour available as prep. [REDACTED] (a high school special education teacher) agreed to cover Ms. Dood's 5<sup>th</sup> hour period. According to [REDACTED], she felt that [REDACTED] was in a position where she could not reject the request from Mr. Simon. As [REDACTED] rejected Mr. Simon's request to cover Ms. Dood's classroom, [REDACTED], a general education teacher provided coverage for Ms. Dood's 6<sup>th</sup> hour period.

Despite the indication that Ms. Dood would only be absent for two weeks to meet grant deadlines, she never returned to the high school. [REDACTED] brought this attendance concern to Mr. Simon and Mr. Schuitema's concern throughout the rest of the 2022-23 school year. Specifically, she indicated that she brought the compliance issues to the attention of the administration. However, no action was taken. According to [REDACTED], though she never talked to Mr. Zuver, she got the impression that Mr. Simon and Mr. Schuitema's decisions were being directed by Mr. Zuver.

2. [REDACTED]

[REDACTED] currently serves as the social worker at the middle school. During the 2022-23 school year, [REDACTED] worked at the high school with [REDACTED]. [REDACTED] recalled that Ms. Dood had to focus her time on finishing the grant deadlines around February/March of 2023. She indicated that this decision came from Mr. Zuver. Indeed, she denied ever having any conversations with Mr. Schuitema or Mr. Simon related to Ms. Dood's teaching attendance.



***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent

February 26, 2024

Page 5

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From that February/March timeline, [REDACTED] indicated that Ms. Dood never returned to her classroom. Interestingly, [REDACTED] indicated that she would see Ms. Dood come in towards the end of the day to sign the “attendance sheet.” She noted that this was not ordinary. When questioned about Mr. Simon’s knowledge of Ms. Dood’s lack of attendance, she indicated that Mr. Simon knew Stephanie was not attending her classroom. She also noted that “Mr. Simon made it apparent that he had no intentions of bringing Ms. Dood back.” Indeed, there was apparently significant discontent among the staff related to Ms. Dood not attending her classroom. However, [REDACTED] again denied ever having a specific conversation with Mr. Simon or Mr. Schuitema related to Ms. Dood’s position.

3. [REDACTED]

[REDACTED] is currently a social worker at the high school. She has been in this position for the last six years. She recalled talking directly with Ms. Dood about her taking a few weeks away from her teaching position to focus on her grant writing. [REDACTED] denied ever having an “official meeting” with Mr. Simon or Mr. Schuitema to discuss coverage for Ms. Dood’s classroom. Instead, all that she could recall was having conversations with Stephanie related to her attendance. She recalled that some of Ms. Dood’s students were moved to online learning after Ms. Dood stopped teaching. [REDACTED] did not recall seeing Ms. Dood after she stopped teaching in February/March of 2023.

4. [REDACTED]

[REDACTED] is currently a special education teacher at the high school. She was anxious about meeting for questioning via multiple emails back and forth. She agreed to meet with me at the Public Library. She confirmed that Ms. Dood left to focus on grant writing in February of 2023. At that time, [REDACTED] had prep period during 5<sup>th</sup> hour, which coincided with one of Ms. Dood’s classroom hours. [REDACTED] indicated that she had no issues covering Ms. Dood’s 5<sup>th</sup> hour period. During this time, she was paid “sub pay” for the period. These timesheets were signed by Mr. Simon directly. After the initial two-to-three-week period that Ms. Dood was supposed to be gone for grant writing deadlines, Ms. Dood apparently informed Deb that she was “leaving” her teaching position. Thus, [REDACTED] simply continued to cover the 5<sup>th</sup> hour period for the remainder of the 2022-23 school year.

[REDACTED] could not provide any information on who covered Ms. Dood’s 6th hour period. While she denied that Mr. Simon or Mr. Schuitema ever had a direct conversation with her about Ms. Dood’s classroom, she admitted that Mr. Simon must have known that she was covering the period due to signing her timesheets for the sub pay.

[REDACTED] had nothing but positive things to say about Mr. Simon and Mr. Schuitema. She characterized them as some of the “best principals” that she has worked with throughout her long

***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent  
February 26, 2024  
Page 6

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teaching career. Indeed, she expressed concerns that this investigation was ongoing as well as concerns that something might happen to either Mr. Simon or Mr. Schuitema.

5. [REDACTED]

As you are aware, [REDACTED] is currently the union president and a high school teacher. [REDACTED] had a union representative present with him during our interview. While [REDACTED] was cooperative during the interview, he was somewhat apprehensive in providing responses and presented rather defensive.

He provided a "Letter of Agreement," which was signed on August 19, 2021, regarding the "Split Position Teacher/Grant Writer" position for 2021-22. This agreement was signed by Brett Zuver and [REDACTED] (for the Association). The short agreement indicated that Ms. Dood would spend half of her day at Grant High School in the role of special education teacher. The other half of her day would be in an administrative role as a grant writer. She would maintain her status in the Association which included seniority, tenure status, all benefits afforded teaching staff, and teaching staff schedule.

[REDACTED] actually spoke highly of Ms. Dood, indicating that she obtained the District a significant amount of money from her grant writing position. When questioned about if he was aware of her stopping her teaching position, he indicated that there was "discontent" among the special education department. His understanding was that Ms. Dood was focusing on grant writing and this was only temporary. This was based on a conversation that he had directly with Ms. Dood. However, he admitted that Ms. Dood never returned to the classroom.

He denied ever speaking with Mr. Zuver in his role as union president related to Ms. Dood's role/position. He denied ever speaking to either Mr. Simon or Mr. Schuitema about the position. He admitted that Ms. Dood has not held a teaching position at the high school this year.

6. [REDACTED]

[REDACTED] is currently the Edmentum at Risk teacher at the high school. This is currently his second full year of teaching at Grant Public Schools. [REDACTED] described his classroom as the "online credit recovery," which includes classwork performed exclusively on the computer.

As you are aware, [REDACTED] does not have any special education certifications. While [REDACTED] was cooperative, he had difficulty recalling any significant details. [REDACTED] was present during this interview as a union representative. He recalled receiving phone calls from the main office during the 2022-23 school year in which he was informed that Ms. Dood's students would be coming to his classroom during his 6<sup>th</sup> hour period. According to [REDACTED], many of these students were actually in his classroom earlier in the day. [REDACTED] recalled actually sitting in on



***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent

February 26, 2024

Page 7

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Ms. Dood's classroom on a few occasions. However, the majority of the circumstances involved Ms. Dood's class coming to his class during 6<sup>th</sup> hour period.

██████ denied ever having a conversation with either Mr. Schuitema or Mr. Simon regarding his coverage of Ms. Dood's classroom. Instead, he recalled simply receiving a phone call from the office to cover Ms. Dood's classroom. He denied speaking to Mr. Zuver or Ms. Dood as well.

***7. Joe Schuitema***

Mr. Schuitema had Mr. Maksimchuk also present during his interview. Mr. Schuitema was cooperative during the interview although he expressed concerns both via email and during the interview regarding the purpose of the questioning. Overall, Mr. Schuitema had minimal information. He indicated that due to snow days and a concussion in February of 2023, he was somewhat "out of the loop." He also indicated that he serves as the testing coordinator, thus, March and April of 2023 he recalled being "tied up" with this role.

He did recall that Ms. Dood taught 5<sup>th</sup> and 6<sup>th</sup> hour periods for the 2021-22 and 2022-23 school years. Around February 2023, he recalled that Ms. Dood stopped teaching at the high school. He learned about this "in passing." Specifically, he typically circulates an attendance sheet weekly and recalled seeing a note on Ms. Dood's classroom door advising students to go to ██████ class for the 5<sup>th</sup> hour period and ██████ class for the 6<sup>th</sup> hour period. He would obtain Ms. Dood's signatures on the "Pupil Attendance" sheet as she was the teacher of record. He indicated that this was the normal course of handling teachers that were either absent or had long term substitutes.

Mr. Schuitema denied ever speaking with Mr. Zuver. He did recall seeing Ms. Dood attend IEPs, which is typically the time he would obtain her signature on the attendance. Outside of this information, Mr. Schuitema denied having any additional information regarding Ms. Dood's positions/attendance.

Mr. Schuitema indicated that he was planning on retiring in November this year.

***8. Dan Simon***

Similar to Mr. Schuitema, Mr. Simon expressed concerns via both email and during the interview regarding the purpose of the interview. He was concerned that he was the "target" of the investigation. Mr. Simon had a "note taker" present with him during the interview.

According to Mr. Simon, Ms. Dood approached him in February 2023 to indicate that she needed additional time to focus on grant writing. Mr. Simon corresponded with Mr. Zuver who approved this additional time. Mr. Simon was of the belief that this was a temporary period.

***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent

February 26, 2024

Page 8

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However, he admitted that Ms. Dood never returned to the high school. Apparently, once they found coverage for Ms. Dood's classroom, the high school simply "stayed the course." Mr. Simon could not recall any additional conversations with Mr. Zuver during the 2022-23 school year in relation to Ms. Dood's attendance/position as a teacher.

Mr. Simon denied having any information of Ms. Dood's payroll, teacher contracts, etc. He admitted that [REDACTED] covered Ms. Dood's 5<sup>th</sup> hour period while [REDACTED] covered Ms. Dood's 6<sup>th</sup> hour period. Despite their coverage, Ms. Dood remained the teacher of record.

Coming into the 2023-24 school year, Mr. Simon recalled emailing Mr. Zuver about the potential for needing Ms. Dood to maintain a caseload. However, after corresponding with NCRESA regarding [REDACTED] caseload, it was determined in early September that Ms. Dood was not needed in a teaching capacity. Mr. Simon apparently emailed Mr. Zuver in early September of 2023 to indicate that Ms. Dood was not needed in a teaching capacity. Mr. Simon admitted that Ms. Dood did not teach at the high school during the 2023-24 school year.

**RECOMMENDATIONS**

The results of the continued investigation were consistent with the previous investigation prior to Mr. Zuver's resignation. It was apparently known throughout the District that Ms. Dood stopped her teaching duties in February of 2023 and never returned to the high school as a teacher either during the 2022-23 or 2023-24 school years. Her 5<sup>th</sup> and 6<sup>th</sup> hour periods were covered by [REDACTED] (a special education teacher) and [REDACTED] (a general education teacher). No other teachers, either special education or general education, assisted with coverage of Ms. Dood's caseload. Ms. Dood continued to attend her IEPs and maintained her status as the "teacher of record" for the students despite ceasing her teaching duties as of the middle of February 2023.

Overall, it appears that while the administration (Mr. Simon and Mr. Schuitema) may have had knowledge of Ms. Dood's attendance and lack of teaching, this was communicated to Mr. Zuver and approved by Mr. Zuver. Indeed, it appears that the high school administrators were likely acting at the direction of Mr. Zuver. The high school administrators denied having any knowledge of Ms. Dood's payroll or her teacher contracts. This is consistent with the contracts themselves, which evidenced just Mr. Zuver and Ms. Dood's signatures. The high school administrators also denied having any knowledge regarding special education funding and reports to the state. As noted above, most of the staff actually had positive things to say about Mr. Simon and Mr. Schuitema.

The results of the investigation clearly indicate that Mr. Zuver was the individual responsible for Ms. Dood's role and lack of commitment to her teaching responsibilities at the high school. Mr. Zuver was clearly aware that Ms. Dood was no longer attending to her teaching responsibilities at the high school yet failed to make any changes in Ms. Dood's payroll including the funds at which she was paid out of. In addition, Mr. Zuver, knowing that Ms. Dood was no



***PRIVILEGED & CONFIDENTIAL***

Mr. Kevin Akin, Interim Superintendent  
February 26, 2024  
Page 9

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longer rendering teaching services for the District, entered into another teacher contract with Ms. Dood over the summer of 2023 for the 2023-24 school year.

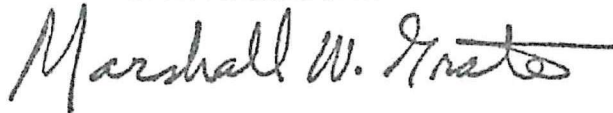
As you are aware, Jordan Bullinger from our office is currently investigating any special education concerns/violations that may require remedial measures. We will provide a copy of these investigation results to Mr. Bullinger.

**CONCLUSION**

If you have any questions or wish to discuss the contents of this letter in greater detail, please contact us at your convenience. We appreciate the opportunity to be of service to the District.

Sincerely,

CLARK HILL PLC



Marshall Grate



Joshua J. Trombley

MWG/JJT:mjz