

October 12, 2022

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Copy sent to:
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RE: GRIEVANCE FOR DISMISSAL OF DR. JEFFREY COPELAND

Dear Ms. Hicks,

Our office represents Dr. Copeland on this matter. Dr. Copeland seeks to grieve his dismissal for cause from Sennet Middle School, Madison Metropolitan School District, under section 4 - Grievance procedure - of the employee handbook 2021-2022.

GRIEVANCE

Under section 4.4 of the employee handbook step one of the grievance processing procedures is to file a written grievance with the grievant's supervisor within 30 days after the facts upon which the grievance is based are known or should have reasonably become known. The grievant was given notice of termination on September 26, 2022. The grievant will present the written grievance to his immediate supervisor who in this case is Associate Superintendent Angie Hicks. Under section 4.2 of the employee handbook the grievance shall contain the following: A. the name and position of the grievant; B. A statement of the issue involved; C. the relief sought; D. a detailed explanation of the facts supporting the grievance, including any known witness to key events; E. the date(s) of the event(s) giving rise to the grievance; F. the specific policy or rule alleged to have been violated; and G. the signature of the grievant and the date.

A. Name and position.

- a. Dr. Jeffery Copeland, Sennet Middle School Principal.

B. Statement of the issue involved.

- a. The dismissal of Dr. Copeland was improper because the reasons propounded in the notice of termination are not supported by the facts of the incident.

C. The relief sought.

- a. Dr. Copeland seeks reinstatement as principal of Sennet Middle School, including backpay for his lost wages.
- b. In the alternative, a severance agreement of one year's salary (\$127,857.00) plus attorney fees and costs and a letter of reference.

D. Detailed explanation of the facts supporting the grievance.

Dr. Copeland was asked to assist MI with interviews of candidates for an open dual language position at Sennet Middle School. Dr. Copeland called a candidate on September 6, 2022. After leaving his contact information the voicemail picked up a subsequent conversation between Dr. Copeland and a fellow employee MI.

1. Dr. Copeland's termination letter stated that he made inappropriate remarks about a candidate that were extremely harmful and do not reflect the values that the district believes its leader should possess. There is no reference to any policy or manual outlining the values being referenced that were not complied with therefore this is not grounds for termination.
2. The notice of termination letter states as fact that Dr. Copeland made comments about a person not being from this country as grounds for termination of his employment. This is a false statement as evidenced by the transcript and therefore is not grounds for termination.
3. The notice of termination letter states that Dr. Copeland stated his disapproval of the candidate's credentials as grounds for termination of his employment. Per the transcript of this voicemail MI explained to Dr. Copeland that the candidate did not in fact have credentials that were in line with the needs of the dual language position in question. MI relayed to Dr. Copeland that the candidate had a degree from the Dominican Republic, his experience was in healthcare, and the candidate was looking for a science teacher position. Furthermore, the candidate in question was not licensed to teach. Dr. Copeland responded to MI's comment by stating "That's amazing...Their just giving people damn jobs." Dr. Copeland made a general statement reflecting his opinion on how the hiring process was being conducted. MI agreed with this opinion by saying "exactly". Followed by Dr. Copeland relaying that the candidate could barely communicate with him.

Communication is a key aspect of teaching; Dr. Copeland has a responsibility to his students to hire staff that can communicate and teach effectively. Assessing a candidate's ability to articulate and communicate is a key aspect of the hiring process and not grounds for termination.

4. The termination letter states that Dr. Copeland's actions were unacceptable and should not be tolerated and that his behavior goes against the MMSD vision of creating an anti-racist school culture and curriculum. No reference to race was made by Dr. Copeland therefore this allegation is spurious and not grounds for termination.

E. Dates of events leading to the grievance.

- a. September 6, 2022 – Phone call/voicemail with job candidate.
- b. September 13, 2022 – Hand delivered letter request for meeting to investigate alleged inappropriate behavior and violation of district expectation in the workplace.
- c. September 14, 2022 – Discussion with supervisor on the incident.
- d. September 26, 2022 – Hand delivered notice of Termination.

F. The specific policy or rule alleged to have been violated.

Dr. Copeland was terminated based on false, misleading, and potentially defamatory statements and conclusions of fact as referenced in section D. of this letter.

GRIEVANCE CONCLUSION

Dr. Copeland requests that he be reinstated unto his last position with backpay. In the alternative, Dr. Copeland would agree on an amicable separation for a settlement and letter of reference.

James Dickinson
O’Flaherty Law, P.C.
1515 Legacy Circle
Suite 1A
Naperville, IL 60563

I look forward to your prompt response. If you have any questions about my request, you can contact me in writing or by phone to 630-324-6666 between the hours of 9 AM to 6 PM Monday through Friday.

Best,

/s/ James Dickinson
James Dickinson

Attorney for Dr. Jeffrey Copeland

/s/ Dr. Jeffrey B. Copeland
Dr. Jeffrey Copeland

Date: October 12, 2022

cc.