

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO.:

BRANDON B. SMITH,

Plaintiff,

v.

EAST WAKE FIRST CHARTER SCHOOL,  
a/k/a EAST WAKE ACADEMY,

[REDACTED], and [REDACTED],

Defendants.

COMPLAINT

(Jury Trial Demanded)

NOW COMES Plaintiff, Brandon B. Smith (hereinafter "Plaintiff" or "Smith"), by and through undersigned counsel, complaining of Defendants East Wake First Charter School (hereinafter "EWA" or "Defendant" or "Board"), [REDACTED] (hereinafter [REDACTED] or "Defendant"), and [REDACTED] (hereinafter [REDACTED] or "Defendant"), and alleges and says as follows:

NATURE OF THE CASE

This is an action for damages to redress, inter alia, the blatantly false, scandalous and unlawful allegations communicated by the Defendants, individually and collectively. The allegations are of a sexual nature and are *per se* libelous and slanderous and to such an extent that they have effectively destroyed the reputation of the Plaintiff in his profession as an Educator and have permanently ruined any opportunity for Plaintiff to work in his established profession in the future. Thus, Plaintiff brings claims for: Defamation; Civil Conspiracy; Intentional Infliction of Emotional Distress; and the Negligent Infliction of Emotional Distress.

## PARTIES AND JURISDICTON

1. The Plaintiff is an African-American male citizen and resident of Wake County, North Carolina and was employed and subsequently terminated as Headmaster by Defendant EWA.
2. The Defendant, EWA, upon information and belief, is a corporation duly organized and existing pursuant to the laws of the State of North Carolina and operates a "charter school" in Zebulon, Wake County, North Carolina pursuant to N.C.G.S. § 115C *et seq.*
3. The Defendant [REDACTED] is a Caucasian female and upon information and belief, a citizen and resident of Granville County, North Carolina, and at all times relevant to the matters *sub judice*, was employed as a teacher by Defendant EWA.
4. The Defendant [REDACTED] is a Caucasian female and upon information and belief, a citizen and resident of Wake County, North Carolina, and at all times relevant to the matters *sub judice*, was employed as a teacher by Defendant EWA.
5. This court has jurisdiction over the subject matter of this action under N.C.G.S. §§ 7A-3, 7A-240, and 7A-243 and the common law of North Carolina and pursuant to the judicial power vested in the General Court of Justice.
6. Venue is proper pursuant to N.C. Gen. Stat. § 1-77, since Wake County is the county in which a majority of the Defendants reside, all Defendants were employed, and all allegations arose.

## FACTUAL ALLEGATIONS

7. The allegations contained in paragraphs 1 – 6 are re-alleged and incorporated herein by reference.
8. Plaintiff had been employed as Headmaster of EWA for approximately ten (10) years until March 29, 2012, the date of his termination from employment.

9. Prior to the allegations discussed more fully below, Plaintiff served as a skilled and effective administrator whose primary goal was to provide the best possible education for the students who attended EWA.

10. Plaintiff's tireless dedication to the students, parents and teachers at EWA resulted in the school attaining the NC Department of Public Instruction's "School of Distinction" designation; increased enrollment 162%; drove implementation of state teacher certification standards in advance of state mandated deadlines and exceeding the minimum standards set for charter schools.

11. Plaintiff led EWA to attaining a 90.2% high school graduation rate for the 2010-11 school year, exceeding the 77.9% state graduation rate and 80.9% Wake County graduation rate for the same period.

12. The Plaintiff maintained an unyielding dedication to high quality education for the students of EWA, and as a result, developed a reputation around the school as a tough, no-nonsense administrator.

13. The Plaintiff demanded concomitant dedication from both teachers and staff at EWA. It was commonly known throughout the campus that Plaintiff was adamant about the attendance of his teachers and if it appeared that there was an issue with the same, those teachers' at-will employment contracts would be reviewed to determine their ability to meet EWA's standards of instruction and their ability to continue to provide a high-level learning environment beneficial to all EWA students.

14. Plaintiff adhered to an educational model that required consistency and continuity from the teaching staff as the school operated on a One Hundred Eighty-Five (185) day calendar year. Plaintiff's rationale was that if the teacher is out an inordinate amount of time, the students suffer

from their lack of attendance.

15. As a result of this policy, Plaintiff has non-renewed several teachers over the course of his years as Headmaster of EWA. Upon information and belief, several disgruntled and non-renewed teachers were contacted by the Defendants in an effort to shore up support and further conspire to ruin the reputation of Plaintiff and see him ultimately terminated from EWA.

16. During the January 10, 2012 EWA Board meeting, board members Robin Hicks and Aubrey Edwards informed the board of an alleged complaint of sexual harassment from a **staff member**. When questioned about the allegation and the identity of the staff member, both Edwards and Hicks refused to divulge the identity of the person allegedly complaining about Plaintiff.

17. During this same meeting, Plaintiff challenged Hicks and Edwards to bring forth any evidence of the same and on January 14, 2012, filed a grievance against them with the Board for soliciting staff to provide false and unfounded gossip without any evidence to support the allegation.

18. On February 7, 2012, the EWA Board met again and were presented with Hicks' and Edwards' responses to Plaintiff's grievance. Neither Edwards nor Hicks indicated who the complaining **staff member** was. Hicks stated, inter alia, that her concerns were an "extension" of the concerns she had brought to the Board regarding staff turnover. See attached Exhibits "A" and "B".

19. Hicks indicated that she was "aware" of the staff situation Edwards brought to the attention of the Board. She further indicated that "[a]t this point, this is just a concern a **staff member** brought to a board member. It is up to the **staff member** to follow proper protocol . . ." (*emphasis added*).

20. On March 6, 2012, EWA Board Chairman, Michael P. Lester, issued a formal response to Plaintiff's grievance from the Board indicating, inter alia, "[a]n immediate written sanction of both Mr. Edwards and Ms. Hicks stating: A. that their interactions with EWA staff constituted inappropriate and unacceptable behavior as Board members." See attached Exhibit "C".

21. During the March 6, 2012 Board meeting, Plaintiff inquired the following: 1. Are there any additional allegations not contained in the written complaints? 2. Are there any further details of the allegations that exist? 3. Is there any documentation to substantiate the allegations? The Board responded negatively to each of those questions.

22. Upon information and belief, immediately after being sanctioned by the Board for their behavior, Hicks and Edwards solicited two (2) teachers, Defendants [REDACTED] and [REDACTED] to formally file written grievances against Plaintiff for sexual harassment. The grievances alleging sexual harassment were submitted on March 8, 2012. See attached Exhibits "D" and "E" respectively.

23. Upon information and belief, and according to the letters Hicks and Edwards wrote in response to the Plaintiff's grievance, there was originally only a **single person** referenced as the "**staff member**" that had complained about Plaintiff. Upon further information and belief, Hicks and Edwards, along with parents Sheri Williams and Becky Thornton, sought to avoid a 'he said, she said' scenario and thus, solicited another teacher to file in an attempt to strengthen their position against Plaintiff.

24. Upon information and belief, Hicks and/or Edwards informed [REDACTED] and [REDACTED] that their respective letters of grievance against Plaintiff and their identities would remain confidential.

25. According to [REDACTED], on **August 11, 2011**, more than six (6) months before she submitted her "formal complaint of sexual harassment". Plaintiff allegedly commented on how good she looked in her pants. [REDACTED] alleges that Plaintiff pulled the back of her pants down and stated, "[y]ou don't mind if I look at your tattoo, do you?" She further states that she doesn't "remember what she said at that point . . ." (**Emphasis added**).

26. According to [REDACTED], on **January 18, 2011**, more than one (1) year before she submitted her formal complaint of sexual harassment, Plaintiff allegedly commented to [REDACTED] "I noticed you during our team leader meeting...and it was warm in there, the lights were low, and with my low soft voice I saw your eyes getting heavy. All I could think to my self [sic] is [REDACTED] wants to sleep with you." [REDACTED] alleges that Plaintiff made several similar comments by whispering in her ear, "[REDACTED] wants to sleep with me."

27. Upon information and belief, Defendant [REDACTED] was hired at the beginning of the 2010-2011 school-year. Notwithstanding her interview in 2010, Plaintiff does not recall any occasion in which he was ever alone with Defendant [REDACTED] and not in the presence of several individuals whenever he interacted with her. Plaintiff does not speak in the third-person as attributed to him by [REDACTED] in her written submission to the Board.

28. Upon information and belief, [REDACTED] has been absent from EWA as a teacher approximately Twenty-four (24) days already this school year. Upon information and belief, [REDACTED] has been absent as a teacher at EWA for approximately Fourteen (14) days.

29. Upon information and belief, the information shared during the March 12, 2012 Board meeting is drastically different from the statements attributed to Defendants [REDACTED] and [REDACTED] and communicated to the Zebulon Police Department in its Affidavit for a search

warrant.

30. The Board scheduled another meeting to address the formal grievances of [REDACTED] and [REDACTED] for March 12, 2012. Upon information and belief, on March 9, 2012, Board Chairman Lester informed the Board, [REDACTED] and [REDACTED] via email, that he had notified Plaintiff of the allegations.

31. Upon information and belief, on March 9, 2012, upon learning that Plaintiff was aware of their identities, [REDACTED] and [REDACTED] requested immediate coverage for their classrooms as they were leaving the campus.

32. Upon information and belief, [REDACTED] and [REDACTED] met Board members Hicks and Edwards at the local Hardees® restaurant to discuss the particulars of the upcoming hearing before the Board.

33. Upon information and belief, Board members Hicks and Edwards along with [REDACTED] and [REDACTED], contacted several former disgruntled employees and parents to inform them of the allegations leveled against Plaintiff and to seek their public support.

34. The meeting scheduled for Monday, March 12, 2012 was not a regularly scheduled nor announced meeting of the Board, but was specially set to address the grievances of [REDACTED] and [REDACTED].

35. Upon information and belief, despite the special setting for the meeting, in attendance on March 12, 2012 were several former teachers whose contracts were not renewed; parents that have been at odds with Plaintiff regarding the administration of EWA, and the press.

36. Upon information and belief, also in attendance at the Board meeting was the husband of Defendant [REDACTED]. It is further alleged upon information and belief that Defendant [REDACTED]'s husband is a current law enforcement officer.

37. Upon information and belief, Defendant [REDACTED]'s husband angrily addressed the Board during its closed-session meeting, and impliedly threatened the Board with legal action if they did not act to remove Plaintiff as Headmaster.

38. Upon information and belief, the Defendants, collectively agreed, through either publication to the former disgruntled teachers; concerned and/or disgruntled parents and/or directly, to contact members of the local press, including the East Wake News and WRAL News, and inform them that the subject-matter of the meeting involved claims of sexual harassment and sexual battery perpetrated by Plaintiff against the teachers.

39. On March 13, 2012, WRAL News interviewed parent Sheri Williams, who stated on camera, "*its been brought to my attention* that two teachers at the school have signed documents indicating sexual harassment involving the Headmaster of our school."

40. Upon information and belief, parent Sheri Williams is not related to Defendant [REDACTED]  
[REDACTED]

41. Parent Sheri Williams, along with parent Becky Thornton, further indicated that they were disappointed that Plaintiff was still working amid the investigation during their interview with WRAL.

42. Upon information and belief, parents Sheri Williams and/or Becky Thornton met with Board members Hicks and Edwards to discuss the allegations against Plaintiff and to agree to contact the news media so that they may publically desiminate the "allegations" against Plaintiff.

43. According to the WRAL News report, several members of the Board were also contacted regarding the allegations; however, Board member Bill Ausley confirmed that an investigation of the Headmaster was underway.

44. Upon information and belief, it has been the long-standing policy of the Board to keep



personnel matters, including the identity of the EWA employee(s) involved in those matters, confidential during its investigation.

45. The identity of the teachers, despite Plaintiff's vehement denial of the allegations against him, were kept confidential by the Board as per its long-standing policy, yet Plaintiff's identity was confirmed amid the false and scurrilous accusations which were made public knowing the same would be broadcast on television and the internet.

46. In Board member Edwards' response to Plaintiff's grievance seeking to know who it was that was accusing him, Edwards writes, "I am under no legal obligation to share the identity of *this individual*, who approached me in confidence." Edwards goes on to state, "I have had an in-depth conversation with *the* staff member, who wishes not to file a formal complaint..."

47. Edwards further states that "this matter should be considered no longer an issue. The Board nor Mr. Smith will be receiving a formal letter from this individual per your request."

48. Despite Edwards' protestations to the contrary, Defendants, collectively, orchestrated a chain of events described in further detail above, to permanently damage the reputation of Plaintiff and have him removed from his position as Headmaster.

49. Upon information and belief, the Zebulon Police Department is involved in the "investigation" of sexual battery claims made by [REDACTED] and [REDACTED]

### **FIRST CLAIM FOR RELIEF**

#### **DEFAMATION**

#### **All Defendants**

***(Slander, Libel, Slander Per Se and Libel Per Se)***

50. The allegations contained in paragraphs 1-49 are re-alleged and incorporated herein by reference.

51. That the defamatory allegations against Plaintiff that he has engaged in sexual harassment, sexual battery, and inappropriate contact with teachers, while working at a school in which he is Headmaster, impeaches the Plaintiff in his trade, business or profession.

52. That said defamatory allegations, more fully described above, are of such a nature that they touch the Plaintiff in his trade, business and/or occupation and the imputation which arises from such scurrilous allegations are necessarily destructive to his career as an Educator.

53. That any allegation regarding inappropriate conduct, including inappropriate touching, sexual harassment and sexual battery are adamantly denied and blatantly false.

54. That the false and defamatory allegations have been published to a third party, both verbally, as well as in writing.

55. That the false and defamatory allegations were published with a total disregard for the truth and with the malicious intent to injure the Plaintiff in his profession.

56. As a direct and proximate result of the defamatory statements by Defendants, Plaintiff has suffered damages, including but not limited to: compensatory damages; pain and suffering; severe emotional distress; mental anguish and incidental damages, in an amount to be proven at trial but in excess of Ten Thousand Dollars (\$10,000.00).

57. Furthermore, since Defendants engaged in the aforesaid conduct with malice and in willful, wanton and reckless disregard for the rights and interests of the Plaintiff, he is entitled to an award of punitive damages in an amount to be determined by the jury.

**SECOND CLAIM FOR RELIEF**

**CIVIL CONSPIRACY**

**All Defendants**

58. The allegations contained in paragraphs 1-57 are re-alleged and incorporated herein by reference.

59. That the Defendant EWA orchestrated and agreed with Defendants [REDACTED] and [REDACTED] to concoct the above-referenced scurrilous allegations against the Plaintiff in an effort to have him removed as Headmaster of EWA.

60. That the agreement to publically defame and humiliate the Plaintiff was wrongful, unlawful, and in direct contravention of the laws of the State of North Carolina.

61. That the wrongful and unlawful agreement between Defendants EWA and [REDACTED] and [REDACTED] to defame Plaintiff has caused Plaintiff damages.

62. As a direct and proximate result of the wrongful and unlawful agreement to defame Plaintiff, he has suffered damages, including but not limited to: compensatory damages; pain and suffering; severe emotional distress; mental anguish and incidental damages, in an amount to be proven at trial but in excess of Ten Thousand Dollars (\$10,000.00).

63. Furthermore, since Defendants engaged in the aforesaid conduct with malice and in willful, wanton and reckless disregard for the rights and interests of the Plaintiff, Plaintiff is entitled to an award of punitive damages in an amount to be determined by the jury.

**THIRD CLAIM FOR RELIEF**  
**All Defendants**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

64. The allegations contained in paragraphs 1-63 of this Complaint are re-alleged and incorporated herein by reference.

65. The act and conduct of Defendants, including but not limited to, the infliction of severe emotional stress and embarrassment, is utterly intolerable in a civilized society, and was deliberately, intentionally and maliciously perpetrated against the Plaintiff in total disregard of Plaintiff's established interest in his reputation.

66. As a direct and proximate cause of the actions of Defendants more fully described above, Plaintiff has been damaged. Specifically, Plaintiff has suffered, and is continuing to suffer, severe emotional pain, humiliation, mental anguish, damage to his reputation, embarrassment, sleeplessness, depression and severe emotional distress.

67. As a direct and proximate result of the intentional infliction of emotional distress, Plaintiff has suffered damages, including but not limited to: compensatory damages; pain and suffering; severe emotional distress; mental anguish and incidental damages, in an amount to be proven at trial but in excess of Ten Thousand Dollars (\$10,000.00).

68. Furthermore, since Defendants engaged in the aforesaid conduct with malice and in willful, wanton and reckless disregard for the rights and interests of the Plaintiff, Plaintiffs is entitled to an award of punitive damages in an amount to be determined by the jury.

**FOURTH CLAIM FOR RELIEF**

**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**All Defendants**

69. All allegations contained in paragraphs 1-68 are re-alleged and incorporated herein by reference.

70. The Defendant was negligent in failing to use ordinary and reasonable care to preserve the rights of Plaintiff and his reputation after becoming aware of the alleged sexual harassment allegations.

71. As a result of said negligence, Plaintiff has suffered severe emotional distress of the kind that is general recognized and diagnosed by professionals trained to make such diagnosis. Moreover, Defendant knew or should have known that as a hard-working Headmaster, Plaintiff was either certain, or substantially certain, to suffer severe physical and/or severe emotional distress by reason of defendant's negligence.

72. Indeed, as regards any person, whether a person of ordinary sensibilities or a hard-working Headmaster, severe physical and/or emotional distress is a natural and foreseeable consequence of the type of negligent conduct practiced by Defendant.

73. Defendant's negligence was the direct and proximate cause of injuries inflicted upon Plaintiff, including severe emotional distress.

74. As a direct and proximate result of the negligence as alleged herein, Plaintiff has suffered damages, including but not limited to, compensatory damages, pain and suffering, severe emotional distress, mental anguish and incidental damages, in an amount to be proven at trial but in excess of Ten Thousand Dollars (\$10,000.00).

75. Furthermore, since Defendants engaged in the aforesaid conduct with malice and in willful, wanton and reckless disregard for the rights and interests of the Plaintiff, Plaintiffs is entitled to an award of punitive damages in an amount to be determined by the jury.

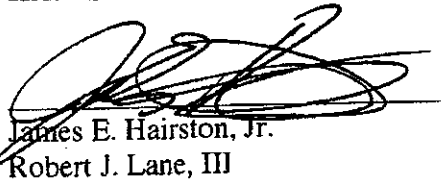
**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays unto the Court that:

1. Plaintiff have and recover from defendants' damages in excess of \$10,000.00 for each of Plaintiff's Claims for Relief;
2. That the Court award Plaintiff punitive damages on each of the Plaintiff's Claims for Relief herein;
3. Plaintiff receive a jury trial on all issues so triable;
4. The costs of this action to be assessed against Defendant;
5. The Court award reasonable attorneys' fees as allowed by law;
6. For such further relief as the Court deems just, necessary, and proper.

This the 20<sup>th</sup> day of April, 2012.

**HAIRSTON LANE BRANNON, PA**



James E. Hairston, Jr.

Robert J. Lane, III

North State Bank Building  
230 Fayetteville Street, 3<sup>rd</sup> Floor  
Raleigh, NC 27601

919-838-5295 (Telephone)

919-838-5299 (Facsimile)

*Attorneys for Plaintiff*

February 6, 2012

East Wake Academy  
Board of Directors  
Zebulon, NC 27597

**SUBJECT: REPLY TO BRANDON SMITH'S GRIEVANCE LETTER**

Dear Board of Director Members:

Per the request of Brandon Smith, this letter is in response to the correspondence between Mr. Brandon Smith and the Board of Directors Chair, Mr. Michael Lester.

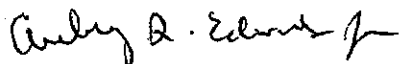
As an East Wake Academy (EWA) Board Member, I am obligated to bring forth to the Board any concerns, suggestions or complaints that are brought to my attention by a parent, student or staff member. The board meeting on January 10, 2012 once in closed session was an appropriate venue in which to share a concern a staff member approached me about regarding Mr. Smith.

I am under no legal obligation to share the identity of this individual, who approached me in confidence. Since sharing this information at the board meeting, I have had an in-depth conversation with the staff member, who wishes not to file a formal complaint. Bringing this issue to the attention of the board was in no way meant to cause harm to Mr. Smith's reputation.

A closed meeting by definition is an avenue in which to share confidential information and again, under my obligation as a Board Member, I was doing my due diligence. Since the individual does not wish to file a formal complaint, this matter should be considered no longer an issue. The Board nor Mr. Smith will be receiving a formal letter from this individual per your request.

I look forward to the Board focusing on more important issues that positively impact our school and students.

Sincerely,



Aubrey S. Edwards, Jr.



Dear Board of Directors Chair, Michael Lester,

This is in response to the letter addressed to the East Wake Academy (EWA) Board of Directors Chair, Michael Lester, dated 1/10/12.

On several occasions I have brought forth to the board my concerns regarding staff turnover at EWA. The conversation during the January 10, 2012 board meeting was an extension of that concern and the need for exit interviews for staff members leaving EWA. A high turnover rate at any school can result in damage to the school's reputation and overall image within the community. I feel exit interviews are a tool we can use to determine the root cause or underlying reasons staff seek employment elsewhere.

I would recommend EWA establishing an exit interview team comprised of staff and board members. The role of EWA's administration is to ensure these interviews are conducted appropriately, so I fully support the school establishing official policies and procedures regarding these interviews.

As a board member, teachers, parents and students often approach me to discuss a variety of topics in which I listen. Listening to these individuals is not a breach of any code of ethics policy. Contrary to the tone of the Mr. Smith's letter, I do not solicit feedback from these individuals; I simply listen and notify them that I can bring their concerns to the board's attention or instruct them to submit their issue in writing to the board. I believe it is a board member's responsibility to bring forth concerns of staff, parents or students. Since this was brought up in a closed session, I feel it was entirely appropriate.

In regards to the staff complaint Mr. Edwards brought to the attention of the board in which I stated I was aware of the situation. At this point, this is just a concern a staff member brought to a board member. It is up to the staff member to follow proper protocol regarding how that individual would like to proceed. This may be a case where the staff member was uncomfortable following the chain of command and approached the board member.

At the board meeting during closed session, Mr. Smith made it loud and clear that if "he had to discipline that staff member in the future based on this accusation, he would hold both, Mr. Edwards and I legally and financially responsible". I viewed this statement as a personal threat and do not appreciate being threatened for simply bringing a concern to the board, an environment in which is designed to be an open forum to share concerns regarding EWA.

My intent is to serve EWA to the best of my ability and to bring concerns, suggestions and comments to the board, which again, is the forum in which to share those items.

Sincerely,

Robin Hicks

Robin Hicks







East Wake Academy  
400 NMC Drive  
Zebulon, NC 27597

[www.eastwakeacademy.org](http://www.eastwakeacademy.org)

Phone 919.404.0444

Fax 919.404.2377

March 6, 2012

Via Electronic Mail to: [evaheadmaster@eastwakeacademy.org](mailto:evaheadmaster@eastwakeacademy.org)

Mr. Brandon Smith  
Headmaster  
East Wake Academy  
400 NMC Drive  
Zebulon, North Carolina 27597

Re: Board Grievance dated January 14, 2012

Dear Mr. Smith,

I write this as a formal response from the East Wake Academy Board of Directors (Board) regarding your grievance letter received by electronic mail on January 14, 2012, and dated the same. As you recall, the Board discussed this matter and received your input during closed session at the meeting of February 7, 2012. During that same meeting, Board Member Aubrey (Peedie) Edwards issued a written statement, as did Board Member Robin Hicks, in response to your oral and written communications. Hereafter, this document will address the specific requests in your communication, which can be summarized by the ensuing enumeration. I follow each with comments based upon Board discussion and/or my authority as the appointed Chair. You requested:

1. That Mr. Edwards be directed to:
  - A. submit in writing all the specifics with the alleged complainant, including the allegation itself and the identities of staff discussing this matter.  
Comment: See Comment for Item 1C below.
  - B. provide confirmation to the Board that Mr. Edwards communicated item 1A to the complainant and the outcome of such communication.  
Comment: See Comment for Item 1C below.
  - C. that in the event items 1A and 1B are not fulfilled, Mr. Edwards provide a written retraction that all allegations are unfounded.  
Comment: Mr. Edwards provided a written statement to the Board that the supposed complainant declined to provide a written statement detailing the supposed incident. Further, the statement from Mr. Edwards indicates the supposed complainant had knowledge and understanding that the incident reported to Mr. Edwards would be considered by the Board as non-existent, non-factual, and without credibility in absence of a written complaint.



2. An immediate written sanction of both Mr. Edwards and Ms. Hicks stating:  
A. that their interactions with EWA staff constituted inappropriate and unacceptable behavior as Board members.

Comment: At the Board meeting of February 7, 2012, the Board majority opined that Mr. Edwards and Ms. Hicks erred in discussing details of alleged (but unidentified) impropriety by Mr. Smith with supposed complainant(s). Further, the Board majority opined that hereafter Board members (1) direct any complainant to adhere to the processes outlined in the EWA staff handbook, (2) direct any complainant to issue their complaint in writing and forward the complaint by US Mail, electronic mail, or hand delivery to the Board or a Board member, and (3) shall not discuss any details or potential ramifications of any complaint with a complainant outside the presence of a duly assembled Board.

- B. the Board's unequivocal intolerance for a repeat of the actions outlined in Item 2A.

Comment: As the appointed Chair, I affirm the findings of Item 2A above and add that delivery of unsubstantiated accusations about an EWA employee or representative amounts to propagation of hearsay. Further, such activity is contrary to Board policies, inappropriate, unethical, and subject to Board disciplinary action, including public removal from the Board.

3. That the sanction of Item 2 restate:

- A. Board members are expressly prohibited from any discussions of closed session conversation and action with any and all individuals both personal and public.

Comment: See Comment for Item 3B below.

- B. any further occurrence of the sanctioned behavior will result in their immediate public removal from the Board for Cause.

Comment: The majority of the Board opined during the February 7, 2012, meeting that conversations of Board members with EWA staff or members of the public outside a duly assembled Board regarding any allegations is inappropriate, unethical, and subject to Board action. The Board further opined that no member should engage in similar activity and that such activity is contrary to established Board policies, is inappropriate, and is unethical. As the appointed Chair, I affirm those findings and I add that such activities by any Board member shall render the member subject to Board disciplinary action, including public removal from the Board.

4. That the Board address the process of exit interviews by:

- A. establishing official policies and procedures regarding exit interviews.

Comment: See Comment for Item 4C below.

- B. suspending all exit interview activities until those policies and procedures are developed.

Comment: See Comment for Item 4C below.


Mr. Brandon Smith  
Re: Board Grievance  
March 6, 2012  
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C. officially dismissing all recent exit interviews as hearsay and gossip.  
Comment: The Board was unable to discuss and/or take action on Items 4A, 4B, or 4C. I heard the same comments as you from school attorney Edward Williams regarding this matter. Accordingly, I had planned to engage this matter at one of the two most recent meetings, but we were occupied with the foregoing matters. Nonetheless, as the appointed Chair, I will request that impromptu exit interviews be suspended until the Board develop an approved protocol under which to identify prospective candidates, conduct interviews, and evaluate data, should such interviews be desired by the Board. We should further communicate with legal counsel as to the appropriate use and filing of any associated written documentation.

Lastly, I wish to address an issue presented in your communication in which you allege "slander and defamation of character" against you but you do not request remedy or sanction. While the majority of the Board opined during the February 7, 2012, meeting that the delivery of unfounded allegations by Mr. Edwards and Ms. Hicks was contrary to established Board practice and constituted unethical procedure, the Board is unable to render a finding that the foregoing actions of Mr. Edwards and Ms. Hicks constitute "slander and defamation of character" against you. This item poses a legal question for which the Board is unable to address based upon information available to date. Accordingly, the Board respects your right to seek legal remedy where the action of the Board and/or one of its members constitutes a breach of contract or violation of state or federal statutes.

In closing, I hope this communication satisfies all of the issues currently at hand. I regret we must discuss these matters; however, I remain hopeful this discussion and our findings will enlighten the Board, improve our working knowledge of suitable Board performance, and advance our role as critical decision-makers at EWA.

Sincerely,



Michael P. Lester, Chair  
EWA Board of Directors

Cc: Board Members (via Electronic Mail)

[REDACTED]

February 26, 2012

East Wake Academy Board of Directors  
East Wake Academy  
P.O. Box 339  
Zebulon NC 27597

Dear Board of Directors:

This letter serves as a formal complaint of sexual harassment. On August 11, 2011 all middle school teams had an individual meeting with Mr. Kevin Murray. On this day Mr. Smith was in attendance. After our meeting I proceeded to walk into the middle school teacher's lounge to check my mail box. Mr. Smith walked out with me commenting on how "good I looked in my pants." Mr. Smith followed me into the lounge. As I was facing the teacher's mail boxes, Mr. Smith was behind me. He pulled the back of my pants out and down and stated "You don't mind if I look at your tattoo, do you?" I do not remember what I said at that point to him except for being completely caught off guard.

Thank you in advance for your attention in this matter.

Sincerely,

[REDACTED]

[REDACTED]  
Middle School [REDACTED] teacher

EXHIBIT  
D  
SEARCHED No. 5008

[REDACTED] 2/25/12  
[REDACTED]

Dear East Wake Academy Board of Education:

I am writing this letter to state instances that have occurred at work that have made me very uncomfortable. Please understand that my sole purpose for doing this is to rectify a situation, not harm the school in any way. The following details the sequence of events that have taken place. Last year, as fifth grade team leader, I was told that Ms. Gull was leaving our middle school academy on November 10<sup>th</sup>. During this time team leaders met with and interviewed candidates for the Assistant Head Master Position. During this meeting, we sat around a round table in Ms. Gull's office. I sat directly to the right of Mr. Brandon Smith. I took notes during the entire meeting.

After said meeting, we were called to an all campus meeting on January 18, 2011. During this time Mr. Smith called me aside twice. The first time he asked whether or not I felt the hiring process with Kevin Murray was efficient and effective. To this I replied that I felt that it was handled in a great way and that I appreciated the opportunity to be a part of the process. As we were talking, another person walked up and he then dismissed me and I went back to my seat. Ms. Lanier came and sat down beside me to discuss some information. While talking with her, Mr. Smith motioned for me to come back to him and I did so.

Once I arrived back to the corner in which Mr. Brandon Smith was standing, he said, "I noticed you during our team leader meeting ... and it was warm in there, the lights were low, and with my low soft voice I saw your eyes getting heavy. All I could think to my self is [REDACTED] wants to sleep with you."

I assure the board that this was not the case.

In the months that followed, Mr. Smith made several comments by whispering in my ear. One that has been made several times is simply, "[REDACTED] wants to sleep with me."

Another event took place right before our Spring track out of last year, 2011. I was in a meeting with him about plans for creating a before and after school care program. During this meeting, he said that I did not seem like myself. I let him know that everything was fine but I was just worried about finances dealing with my son's ear problems. He replied by stating, "Your daddy could take care of this... if you know what I mean." He then winked. I replied by saying "I think you just made me throw up a little bit in my mouth." This seemed to upset him and the meeting ended quickly.

After this the comments in my ear continued.



The final incident occurred this school year on the day before trackout, December 16, 2011. Raises and longevity checks had been given to many teachers. Those of us who did not qualify were visited by Mr. Brandon Smith. He met with Virginia Gilchrist and me in the hallway to discuss this. We both explained that we understood why everything had taken place. Later in the afternoon, I was meeting with my mentee, Brandy Samberg. While talking, board members along with Brandon Smith came by to present us with a Christmas gift. He made comments about Ms. Samberg and about how she was expecting a baby. She proceeded to speak with the board members. Mr. Brandon Smith then made his way over to me. Out loud he said, "I just wanted to thank you for being so understanding today when I met with you about the check and money." I replied, "I completely understand." I then went to shake his hand and with my hand in his, he pulled me in to a hug. He whispered in my ear, "You know you should have done what I asked you to do." He then winked again.

I placed comments that Mr. Brandon Smith made to me in quotation marks for the purpose of separation and clarity. I have stated his comments to the best of my memory. While they may not be exact, they are accurate in meaning.

I want the board to know that at no time did I encourage these comments from Mr. Brandon Smith and he was told that the comments were not welcomed.

I ask that you please take the time to consider my letter and handle this matter as you deem appropriate.

Sincerely,

A large black rectangular redaction box covers the signature and any text that might have been present below it.