

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
DR. SHIMON WARONKER,

DOCKET NO.: 2018-CV-0393
(DRH)

Plaintiff,

-against-

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his individual
and official capacity, RANDY STITH, in his individual
and official capacity, LAMONT E. JOHNSON,
in his individual and official capacity, and Patricia Wright
as a necessary party in her capacity as Clerk of the Hempstead
School District

Defendants.

-----X

**DECLARATION OF FREDERICK K. BREWINGTON
IN SUPPORT OF PLAINTIFF'S SUPPLEMENTAL
MEMORANDUM OF LAW FOR A TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION
AND PERMANENT INJUNCTION**

I, FREDERICK K. BREWINGTON, declare under the pains and penalties of perjury,
pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of
my knowledge:

1. I am one of the attorneys representing Plaintiff **SHIMON WARONKER**. I submit
this Declaration in support of Plaintiff's Supplemental Memorandum in support of Plaintiff's request
for a Temporary Restraining Order, Preliminary Injunction and Permanent Injunction.
2. I am the principal of the Law Offices of Frederick K. Brewington, and am the attorney
of record for the Plaintiff. I am familiar with the facts of this case and make this declaration having
had conversations with our client, Dr. Shimon Waronker the Superintendent of Schools; having

interviewed and spoken to fact witnesses; having inspected the public relating to the Hempstead School District and the actions taken which are relevant to this case; Counsel's own research; and Counsel's own investigation.

3. Attached as *Exhibit A* is a true and accurate copy of the Minutes of the Hempstead Public Schools Board of Education Annual Budget Vote and Election meeting that took place on May 17, 2017.
4. Attached as *Exhibit B* is a true and accurate copy of proof of filing of the Notice of Claim dated January 23, 2018.
5. Attached as *Exhibit C* is a true and accurate copy of a letter from Dr. Waronker to the Board dated January 5, 2018.
6. Attached as *Exhibit D* is a true and accurate copy of the Declaration of Gwen Jackson in Support of Plaintiff's Order to Show Cause and Memorandum of Law seeking Injunctive Relief.
7. Attached as *Exhibit E* is a true and accurate copy of the Declaration of Natalie Gonzalez Valdez in Support of Plaintiff's Order to Show Cause and Memorandum of Law seeking Injunctive Relief.
8. Attached as *Exhibit F* is a true and accurate copy of the Declaration of Maribel Toure in Support of Plaintiff's Order to Show Cause and Memorandum of Law seeking Injunctive Relief.
9. Attached as *Exhibit G* is a true and accurate copy of an Affidavit signed by Jaime Hazel, a teacher for the Hempstead School District, dated January 22, 2018 in support of Plaintiff.

10. Attached as *Exhibit H* is a true and accurate copy of an Affidavit signed by Kathryn Travers, a teacher for the Hempstead School District, dated January 23, 2018 and September 18, 2017 in support of Plaintiff.
11. Attached as *Exhibit I* is a true and accurate copy of an Affidavit signed by Dearl Topping, a teacher for the Hempstead School District, dated January 23, 2018 in support of Plaintiff.
12. Attached as *Exhibit J* is a true and accurate copy of an Affidavit by Robyn C. Outlaw a teacher for the Hempstead School District, dated January 23, 2018 in support of Plaintiff.
13. Attached as *Exhibit K* is a true and accurate copy an Affidavit by Dr. Varleton McDonald dated January 23, 2018 in support of Plaintiff.
14. Attached as *Exhibit L* is a true and accurate copy of an Affidavit signed by Carolyn Rodriguez McDonald dated January 22, 2018 in support of Plaintiff.
15. Attached as *Exhibit M* is a true and accurate copy of an Affidavit by signed by Betsy Leibu, a teacher for the Hempstead School District dated January 23, 2018 in support of Plaintiff.
16. Attached as *Exhibit N* is a true and accurate copy of an Affidavit by signed by Tamra Darien dated January 22, 2018 in support of Plaintiff.
17. Attached as *Exhibit O* is a true and accurate copy of an Affidavit by signed by Bridget Billings, a teacher for the Hempstead School District, dated January 22, 2018 in support of Plaintiff.
18. Attached as *Exhibit P* is a true and accurate copy of an Affidavit by signed by Cheryl McCue, a teacher for the Hempstead School District, dated January 23, 2018 in

support of Plaintiff.

19. Attached as *Exhibit Q* is a true and accurate copy of an Affidavit by signed by Joyce Koestenblatt, and other teachers and coaches for the Hempstead School District, dated January 23, 2018 in support of Plaintiff.
20. Attached as *Exhibit R* is a true and accurate copy of the Declaration of KENNETH H. KLEIN, in Support of Plaintiff's Order to Show Cause and Memorandum of Law seeking Injunctive Relief.

Dated: Hempstead, New York
January 23, 2018

Respectfully submitted,

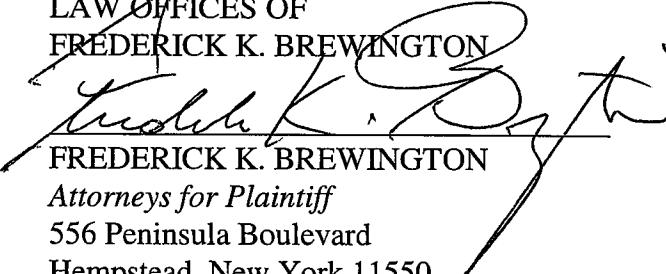
By: 
LAW OFFICES OF
FREDERICK K. BREWINGTON
FREDERICK K. BREWINGTON
Attorneys for Plaintiff
556 Peninsula Boulevard
Hempstead, New York 11550
(516) 489-6959

Exhibit A

**ANNUAL BUDGET VOTE AND ELECTION
MAY 17, 2016-MINUTES**

**HEMPSTEAD PUBLIC SCHOOLS
BOARD OF EDUCATION
ANNUAL BUDGET VOTE AND ELECTION
MAY 17, 2017
MINUTES**

The annual meeting of the Hempstead Public Schools Board of Education was held in the A.B.G.S. Middle School Band Box, 70 Greenwich Street, Hempstead, New York 11550. The meeting was called to order at approximately 11:25 P.M. The District Clerk announced the results and certified the election. The Board accepted the election results. The successful candidates were **LaMont Johnson, *** 624 votes, David Gates, ***613 votes and Melissa Figueroa, ***580 votes**. Candidate Melissa Figueroa was administered the oath of office and filled the vacancy immediately.

BOARD MEMBERS PRESENT:

| | |
|-------------------|----------------|
| LaMont E. Johnson | President |
| Maribel Touré | Vice President |
| JoAnn Simmons | Trustee |
| Gwen Jackson | Trustee |
| David Gates | Trustee |

STAFF MEMBERS PRESENT:

| | |
|-----------------|-----------------|
| Patricia Wright | District Clerk |
| John Sheahan | General Counsel |

| MACHINE | YES | NO | GATES | STITH | FIGUEROA | JOHNSON | PRUITT | JONES | SIMMONS | BRAZLEY |
|-----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| #1 | 370 | 191 | 264 | 219 | 223 | 234 | 185 | 188 | 185 | 228 |
| #2 | 476 | 274 | 329 | 313 | 343 | 296 | 272 | 271 | 217 | 318 |
| SUBTOTAL | 846 | 465 | 593 | 532 | 566 | 530 | 457 | 459 | 402 | 546 |
| ABSENTEE VOTES | 88 | 34 | 20 | 18 | 14 | 94 | 9 | 9 | 107 | 22 |
| TOTAL | 934 | 499 | 613 | 550 | 580 | 624 | 466 | 468 | 509 | 568 |

***Affidavits 4

****Write-In 1-Joy Watson

Trustee Touré moved, seconded by Trustee Jackson to accept the election results.

MOTION YES 4 MOTIN CARRIED

To accept the election results **NO 1 (Trustee Gates)**

*** Trustee Gates stated for the record an appeal to Trustee Touré and Trustee Jackson, "When we sat at this table last year you filed an injunction against absentee ballots with redeemed fraudulent behavior and how it was not found to be fraudulent in nature, today it is clear that the public has spoken on the machines and it is clear the public's voice is being ignored. So therefore I am challenging and I am asking the two of you if your integrity is as impeccable as you proclaim I am asking the two of you to challenge these absentee ballots because it is clear that there is a possibility of fraudulent practices".

Trustee Gates moved, to file an injunction against the election results

MOTION DIED DUE TO LACK OF A SECOND

**ANNUAL BUDGET VOTE AND ELECTION
MAY 17, 2016-MINUTES**

Trustee Johnson moved, seconded by Trustee Touré to swear in the 3rd place candidate

| | | |
|--------------------|-------------------------------------|-----------------------|
| MOTION | YES 4 | MOTION CARRIED |
| Swear in candidate | NO VOTE CAST (Trustee Gates) | |

**Made statement that he is not against candidate being sworn in but he is against the practices that have taken place.

The candidate received the oath of office and signed the oath.

Trustee Johnson moved, seconded by Trustee Touré to adjourn the meeting at 11:53 P.M.

| | | |
|-------------------|--------------|-----------------------|
| MOTION | YES 5 | MOTION CARRIED |
| Meeting adjourned | | |

Respectfully submitted:

Patricia Wright
District Clerk

Exhibit B

NOTICE OF CLAIM

In the Matter of the Claim of

ORIGINAL

DR. SHIMON WARONKER

Claimant,

-against-

**HEMPSTEAD UNION FREE SCHOOL DISTRICT AND
HEMPSTEAD BOARD OF EDUCATION,**

Respondents.

X

TO: Hempstead Union Free School District
185 Peninsula Boulevard
Hempstead, New York 11550

1. The name and address of the claimant and Claimant's attorneys:

Claimant(s)

Dr. Shimon Waronker
1241 Eastern Parkway
Brooklyn, NY 11213

2010 JAN 23 AM 10:36

HEMPSTEAD UNION FREE SCHOOL DISTRICT
HEMPSTEAD BOARD OF EDUCATION

2. The nature of the claim:

To obtain injunctive relief, recover damages for breach of contract, retaliation, mental/emotional injuries, mental pain and suffering, monetary damages, special damages, violations of civil rights, loss of educational reputation, wrongful suspension, loss of privileges, and related damages incurred by Dr. Shimon Waronker through and by the actions of the HEMPSTEAD UNION FREE SCHOOL DISTRICT AND HEMPSTEAD BOARD OF EDUCATION and for ongoing injuries sustained as a result thereof. Also, to recover damages for injury to good name, reputation, mental/emotional injuries, mental pain and suffering, monetary damages, special damages, violations of civil rights, loss of privileges, and related damages incurred by Dr. Shimon Waronker.

Respondents herein are liable for breach of contract, retaliation, negligence, gross negligence, reckless conduct, intentional conduct, violation(s) of Claimants' various civil rights, violations of other laws, Constitutional rights and refusal/failure to act to preserve the welfare of educational system and well being of the children/students, and ratification of abuse of authority, intimidation, abuse of process, harassment and denial of rights to full access to employment.

3. The time, the place where and the manner in which the claim arose:

On January 9, 2018, the Board voted 3 to 2 to place Dr. Waronker on "Administrative Leave of Absence With Pay, Effective Immediately." This act was nothing more than a suspension of Dr. Waronker with no warning, with no notice, with no charges or specifications, and with no hearing or any sort of protections that could be considered due process and in clear violation of the contract which existed.

Also on January 9, 2018, the master teachers who were fired, decided to volunteer their work and finish their efforts to complete the application for a \$5.4 million dollar grant for the district. Shockingly, the Board issued a "hand-carry" resolution directing the District's Superintendent to "prohibit the Master Teachers who were excessed on December 21, 2017, and are no longer employees of the District, effective December 22, 2017, from volunteering to provide services or rendering any services to the District."

Respondents are further placed on notice by the content of the action filed along with the Order to Show Cause filed with the Federal Court on January 19, 2018 and served on that same day, a copy of which is attached as Exhibit A.

4. Injuries/Damages Sustained:

Claimant, as a direct and proximate result of said acts, has suffered and continues to suffer demotion, suspension, leave of absence, diminished employment, and has suffered and continues to suffer distress, humiliation, great expense, embarrassment and damage to this reputation and other

injuries not yet fully ascertained. As a result of Respondents' acts, Claimant suffered and is entitled to, damage sustained to date and continuing in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper. You are hereby notified that unless Claimant's instant Claim is adjusted and paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action on this claim in a Court of competent jurisdiction.

This Notice of Claim is filed pursuant to Education Law §3813, and is done following the wrongful suspension of Dr. Waronker which occurred less than 15 days prior to the service of this Notice of Claim. The urgency of the filing of the Federal complaint required that the potential State law claims be included in the Complaint. This Notice of Claim is timely and is served well before the passage of the time for Claimant to do so. It being neither late nor improper renders it compliant with the notice intent of the statute. The Respondents are advised that they are not restricted, nor is there any intent to preclude Respondents from any right to which they might otherwise be entitled. Education Law §3813(2-a) states, "An application for leave to serve a late notice shall not be denied on the ground that it was made after commencement of an action against the district or school." Accordingly, Claimant should not be penalized for filing his action first due to the pressing and important issues and equities which exist. In fact, Claimant has filed this Notice of Claim early and not late.

Dated: Hempstead, New York
January 22, 2018



SHIMON WARONKER

CLAIMANT'S VERIFICATION

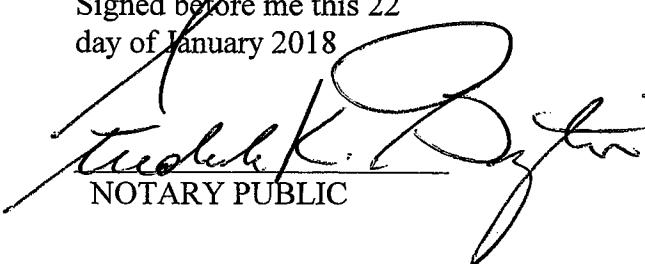
STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:
)

SHIMON WARONKER, being duly sworn, deposes and says that Deponent is the Claimant in the within action; that he has read the foregoing *Notice of Claim* and knows the contents thereof; that same is true to deponent's own knowledge; except as to the matters therein stated to be alleged on information and belief; and that as to those matters deponent believes it to be true.



SHIMON WARONKER

Signed before me this 22
day of January 2018



NOTARY PUBLIC

Frederick K. Brewington
Notary Public - State of New York
No. 02BR4877893

Qualified In Nassau County

My Commission Expires November 3, 2018

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DR. SHIMON WARONKER,

X Plaintiff,

-against-

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his individual
and official capacity, RANDY STITH, in his individual
and official capacity, LAMONT E. JOHNSON,
in his individual and official capacity, and Patricia Wright
as a necessary party in her capacity as Clerk of the Hempstead
School District

Defendants.

X
Plaintiffs, by his attorneys, THE LAW OFFICES OF FREDERICK K. BREWINGTON, as and
for his Complaint against the Defendants, state and allege the following:

PRELIMINARY STATEMENT

1. This is a civil action seeking injunctive relief, monetary relief for violations of rights, brought pursuant to 42 U.S.C. § 1983, First and Fourteenth Amendments of the United States Constitution and Breach of Contract against the HEMPSTEAD UNION FREE SCHOOL DISTRICT, BOARD OF EDUCATION OF THE HEMPSTEAD SCHOOL DISTRICT, DAVID B. GATES, in his individual and official capabilities, RANDY STITH, in his individual and official capabilities, and LAMONT E. JOHNSON, in his individual and official capabilities. Defendants had no legal basis for the deprivation of Plaintiff's rights.

2. Specifically, the Plaintiff alleges that the Defendants wantonly, recklessly, knowingly and purposefully, acting individually and in conspiracy with each other, sought to deprive Plaintiff of employment, retaliation, misrepresentation, misinformation, character assassination, abuse and

RECEIVED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

JAN 19 2018

DOCKET NO:

LONG ISLAND OFFICE

COMPLAINT

CV-18 0393

HURLEY, J.

LOCKE, M. J.

JURY TRIAL IS DEMANDED

manipulation of laws, rules and regulations.

3. Said acts were done knowingly with the consent and condonation of the Defendant HEMPSTEAD UNION FREE SCHOOL DISTRICT, BOARD OF EDUCATION OF THE HEMPSTEAD SCHOOL DISTRICT, DAVID B. GATES, in his individual and official capabilities, RANDY STITH, in his individual and official capabilities, and LAMONT E. JOHNSON, in his individual and official capabilities, with the purpose of punishing, silencing, isolating, removing and retaliating against DR. WARONKER, and generally violating his rights as protected by the United States, Federal and State Statutes, and rules and regulations.

JURISDICTION AND VENUE

4. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1343 and the aforementioned statutory and constitutional provisions. Plaintiff further invokes the pendent jurisdiction of this Court to hear and decide claims arising under state law.

5. Venue herein is proper under 28 U.S.C. § 1391(b); the cause of action arose in the Eastern District of New York, and all of the parties reside, or are located in Nassau County.

PARTIES

6. Plaintiff DR. SHIMON WARONKER (hereinafter "Dr. Waronker") at all times relevant to this Complaint, was employed by the Hempstead Union Free School District, Board of Education of Hempstead School District as Superintendent.

7. Defendant, HEMPSTEAD UNION FREE SCHOOL DISTRICT (hereinafter "School District") during all time relevant to this Complaint was and is a Municipal Corporation duly organized and existing by virtue of and under the laws of the State of New York.

8. Defendant BOARD OF EDUCATION OF HEMPSTEAD SCHOOL DISTRICT (hereinafter "The Board") during all time relevant to this Complaint was and is a Municipal

Corporation duly organized and existing by virtue of and under the laws of the State of New York.

9. Defendant DAVID B. GATES, (hereinafter "Gates") sued herein individually and in his official capacity, during all times relevant to this Complaint, was and is an individual employed by the Hempstead Union Free School District, Board of Education of the Hempstead School District as a Trustee and member of the school board.

10. Defendant RANDY STITH (hereinafter "Stith") sued herein individually and in his official capacity during, all times relevant to this Complaint, was and is an individual employed by the Hempstead Union Free School District, Board of Education of the Hempstead School District as a Trustee and member of the school board.

11. Defendant LAMONT E. JOHNSON, (hereinafter "Johnson") individually and in his official capacity, during all times relevant to this Complaint, was and is an individual employed by the Hempstead Union Free School District, Board of Education of the Hempstead School District as a Trustee and member of the school board.

FACTUAL BACKGROUND

12. For the last three decades, the schools in the Hempstead School District were among the worst in the state. Hempstead suffers from a gap in funding that leads to disparities in class size, technology, and resources which impact academic progress.

13. However, the District's failure to educate the children of Hempstead goes beyond a lack of resources. Decades of entrenched, incompetent and neglectful leadership has exacerbated the challenges faced by the District resulting in a disastrous educational system in Hempstead.

14. Dr. Waronker's past successful transformative efforts in schools located in the South Bronx, Brownsville, and East Flatbush would enable him to do what was necessary for the Hempstead

School District.

15. Dr. Waronker put forth an application with ECRA GROUP/HYA, who were recruiting applicants for the position of Superintendent. Dr. Waronker was successfully screened by ECRA GROUP/HYA on March 23, 2017.

16. Dr. Waronker was scheduled for an in person with the Board on April 4, 2017 at the law offices of Hamburger, Maxon, Yaffe & McNall in Melville, New York. Upon arriving for said interview Dr. Waronker was advised by ECRA GROUP/HYA that the minority of the Board had put in a restraining order on the majority of the Board, because of the location of the interview.

17. On April 13, 2017 Dr. Waronker had a video conference with all 5 members of the Board.

18. On April 20, 2017 Dr. Waronker had an in-person interview at the Hempstead Public Library with all 5 members of the Board.

19. Thereafter, the Board expressed their interest in hiring Dr. Waronker whereby they began to negotiate a contract.

20. In negotiating said contract, Dr. Waronker expressed the importance of having the ability as Superintendent of working with organizations that he has worked with or been affiliated with in the past when transforming schools. The contract states the following:

“The Superintendent has had professional or financial relationships with organizations that he may recommend that the District enter into transactions in order to help the District attract, develop and retain talent to improve the instruction for students. These organizations include but are not limited to:

1. The Harvard Graduate School of Education;
2. The National Board for Professional Teaching Standards;
3. The New American Initiative; and
4. The New York City Leadership Academy.

"The Superintendent will not draw any compensation from the above entities during the term of this Agreement to eliminate any possible conflict of interest."

21. Prior to the instant controversy, members of the Board of Education lacked the ability to put the interest of the children above personal, political and financial interests.

22. In fact, in a recent Open Letter to the Community, Plaintiff Dr. Waronker stated, "[p]olitics, self-interests, patronage, vendettas, threats, and cover-ups cannot rule the day."

23. It was not until 2014 when, by way of elections and the decisions by the New York State Commissioner of Education, there was a move to turn around a culture of nepotism and fear that has resulted in the inability of the administration to do an effective job setting direction; impeded the teachers' ability to educate; prevented the staff from supporting and promoting a culture of learning; and has muffled the voice of the parents, ultimately depriving the children of an adequate education.

24. The District has been faced with numerous problems, including violence in the schools, dismal graduation rates, deplorable facilities and conditions, and illegal hiring practices, along with a lack of accountability.

25. The District has an obligation to provide for the safety and well being of the children while they are on school grounds; however, this has not proven to be the case.

26. For years, parents sought to implement a closed campus for Hempstead High School. One reason was to keep students from cutting class. Additionally, a number of parents and teachers often spoke of the danger that students faced when going off campus during lunchtime.

27. Numerous fights that were stopped by security at the school were moved off of the school grounds and continued off the school grounds, sometimes at the behest of the guards. Numerous students were injured during school time, but the policy did not change.

28. On December 7, 2017, as Dr. Waronker turned his car into the High School ground for

a Board meeting, people opened gunfire and riddled the corner house at that precise moment. The Board proceeded to have the meeting after the police secured the area.

29. On January 12, 2018 a fight broke out and the Principal, Mr. Ken Klein was injured when he made efforts to break up the fight.

30. Going back to November 16, 2004, a 17-year old student, Olman Herrera, was murdered while leaving Hempstead High School during lunchtime.

31. As a result of this horrific incident, and at the request of the New York State Department of Education, forty educational experts prepared a report entitled "The Hempstead Report."

32. The experts examined curriculum, instruction, safety, facilities and nutrition. The Hempstead Report stated that inadequate security, gang activity and a demoralized staff presented serious shortcomings for the District. Unfortunately, the school did not heed the Hempstead Report's warnings. Many of these ills remained at the time of the hiring of Dr. Waronker in the summer of 2017.

33. Racial tension between African-American students and Latino students has also existed for decades.

34. Prior to the election of Maribel Toure, Gwen Jackson and Melissa Figueroa, the school District failed miserably at implementing any sort of measures by which to address cultural competency issues, including racial violence.

35. This began to change in 2015, and was further changed for the better with the hiring of Dr. Waronker, who is a bilingual Spanish speaker born in Santiago, Chile.

36. While more than sixty percent (60%) of the current Hempstead student body is Latino, and a large proportion of these students are monolingual Spanish speakers, very few security personnel, support staff, administrators, teachers, assistants or para-professionals speak Spanish.

37. At the time of the hiring of Dr. Waronker, there were no building principals in any of the schools who are of Latino ethnicity, and none were known to be Spanish speakers.

38. Historically, the few bilingual teachers throughout the District were known to have their classes interrupted when they were pulled to go to administrative offices to translate.

39. Usually those were exceptional instances in which a parent had refused to leave until a particular problem was addressed. More often, Latino parents languished while their needs and concerns went unheard.

40. This trend began to reverse itself starting in 2015 when the Board majority shifted, and then was further improved when Dr. Waronker began reshaping the structure of administration, services and education in the District.

41. Hempstead Schools have suffered dismal graduation and grade inflation.

42. In May of 1992, there were six candidates vying for two seats on the Board of Education. Their main talking points were poor test scores and deplorable graduation rates. Fast forward to 2014, when seven candidates were vying for two seats; the talking points remained the same. The numbers tell a damning story.

43. In 1991, only twenty seven percent (27%) of Hempstead High School's students graduated on time, and thirty eight percent (38%) were absent or late every day.

44. In 1997, only six (6%) percent of Hempstead High School seniors graduated with a Regents diploma, and less than half of the third graders in the six elementary schools could read at grade level.

45. The District was failing to help children achieve even the minimum standards required by the State. The District was certainly not prepared to move to the much more rigorous all-Regents standard.

46. In 2003, the graduation rate in Hempstead was a meager thirty eight percent (38%).

47. In the Middle School only twenty nine percent (29%) of Hempstead students met standards in English, and forty-three percent (43%) met standards in Math. This sharp decline in the eight graders' scores made matters in the high school that much more grim.

48. In 2014, it was learned, yet again, that the graduation rate was thirty eight percent (38%).

49. The difference this time was that the District, it was learned, reached the thirty eight percent (38%) threshold through grade inflation, an unofficial but widespread grade fixing scandal that was common practice in the District.

50. A New York State Department of Education audit found that close to 2,000 grades were changed, resulting in students who earned failing grades of sixty-two through sixty-four percent (62%-64%) receiving passing grades of sixty-five percent (65%).

51. In 2017, Dr. Waronker reviewed over 1,500 high school students' transcripts with the guidance counselors, and found that approximately 75 percent (75%) of Hempstead High School seniors will not graduate and will not earn a high school diploma.

52. The teachers shared that students who took Algebra and failed were placed in Geometry, and if they failed Geometry they were placed in Trigonometry.

53. With respect to the middle school Dr. Waronker learned that students are promoted even if they fail all of their classes. Additionally, many students who come in and are unable to read or write. Also, reading specialists were eliminated, but there was no expertise in the classrooms to help students who were so far behind the curricular standard.

54. In the High School English Department 90% of students are level 1 in 8th Grade, yet placed in Honors English.

55. In the High School Social Studies Department students are placed in US History Regents

in 9th Grade. This course is given across the State in 11th Grade for its developmental and cognitive requirements. Only 17% of our students pass the exam.

56. In the High School Science Department Chemistry used to have two passing course requirements (Algebra and Biology) as they are building blocks for the course. Students are placed in Chemistry without any course requirements.

57. In the High School English Language Learners Department some teachers have between 40-50 students in their classes and they had a plan almost entirely funded by the State for the SIFE (Students with Interrupted Formal Education) that would require 4 classrooms, but were told there was no space. Students are not placed according to Part 154; meaning that students who have gained more proficiency in English are not placed in more English classes as per State Regulations.

58. Teachers have said that students can take the Regents exams without having to attend classes, yet teachers are graded on the student performance.

59. An analysis of school year 2011-12 enrollments show a consistent, District-wide census count in grades 1-5 of 450 to 500 students per grade. These numbers drop by approximately 50 to 100 students during the middle school years (grades 6-8).

60. It is during these grade levels that many parents in the District make the sacrifice of sending their children to charter and private schools, knowing that a serious drop in academic achievement occurs during such formative and critical years.

61. In grade 9, there is a doubling of the school census. The increase is a result of social promotion (a practice whereby students are promoted to the next grade purely to keep them with peers of their own age and without regard to their demonstrated mastery of the appropriate academic material) and the lack of resources and structure that exist in the high school.

62. A census count of high school students is over 800 in freshman year, but the senior class is close to 250.

63. The fact that no intervention or corrective plan has been put in place is simply preposterous.

64. The facilities of the District have been in deplorable condition throughout most of the past three decades. Many of these leaky, crumbling buildings have been contaminated with asbestos, mold and rats, and have had numerous heating, ventilation and air conditioning problems.

65. In 1990, asbestos was found in Hempstead High School.

66. The removal of the asbestos carried a price tag of \$1.9 million.

67. The abatement process was riddled with myriad issues and scandals, including budget overruns and sloppy work resulting in asbestos being left in classrooms.

68. Hundreds of thousands of dollars were simply unaccounted for. The District refused to acknowledge a problem.

69. In March of 2004, a blackboard fell off a wall, exposing asbestos left over from the botched clean up, indicating that thousands of children and adults had been exposed to asbestos for more than a decade.

70. During this time the building had to be shut down for a week in an effort to address these issues. Currently, complaints and sickness by teachers continues with little or no response or abatement of the concern and condition.

71. In the fall of 2017, Dr. Waronker performed a facilities review that found 1,600 students in crumbling and moldy trailers, some of which are 34 years old, unmaintained and decaying boilers, flooding, and graffiti that was more than 13-years old.

72. In fact, as it was reported in Newsday, the High School was shut down on January 2,

2018 because ten classrooms were flooded due to a burst pipe and four burst toilet pipes.

73. The hiring practices implemented by the District are best encapsulated by the terms "patronage" and "nepotism".

74. Whom an applicant knows is much more important than their academic and professional experience, or their ability and their skill set.

75. As a result, a number of former Board Members work for the District upon their leaving the Board and/or have had family appointed during or after their tenure on the Board.

76. In an examination of payroll records for the immediate years prior to 2017-2018 a study revealed 295 payroll distributions to 129 individuals who were not active employees at Hempstead at the time of the payroll distribution.

77. As troubling was the fact that there were 500 employees who were paid as vendors during fiscal years 2013-2017. A preliminary report recently issued by forensic auditors, hired after Dr. Waronker undertook his duties, revealed disturbing yet astounding facts about the issues of financial mismanagement and a clear absence of fiscal controls in the past.

78. Moreover, the District has been completely remiss in maintaining the consistent and effective leadership which is critical to properly preparing children for life. There has been an administrative revolving door in a number of key principal positions and in the position of Superintendent.

79. The rapid succession of leadership changes is almost impossible to follow.

80. In October 2004, Superintendent Nathaniel Clay was fired and replaced by Susan Johnson.

81. The Board reinstated Nathaniel Clay that same December when the state found he had been fired illegally.

82. The Board subsequently suspended him and replaced him for a second time with Johnson.

83. She was fired in July 2005, and Clay was hired for a third time.

84. When Clay retired in 2008, Joseph Laria assumed the position on an interim basis. Patricia Garcia was selected to fill the vacancy in 2009.

85. Eventually, Superintendent Garcia was forced to resign by the Board.

86. Upon her resignation, she received a payout of nearly \$320,000. [Beside the Superintendent debacle in 2004-05 and the massive payout to former Superintendent Garcia, Mr. Carlos Ramirez, the administrator who informed state officials about the District's practice of systematically inflating grades was subjected to retaliation and fired for it.]

87. As Ms. Garcia's replacement, Susan Johnson was once again rehired, marking her third stint in the position.

88. In 2016, Superintendent Johnson's salary was scheduled to peak at \$265,000, with supplemental merit pay as high as \$40,000 annually based on her performance.

89. For perspective, the salary of most Long Island school superintendents during the 2011-12 school year ranged from \$200,000 to \$280,000.

90. Superintendent Johnson, who did not hold a doctorate degree, remained employed until spring of 2017 when her contract was not renewed and she was fully paid.

91. The question of the full payment of that contract to Ms. Johnson when the school district continued to underperform and continued to be plagued with such intractable challenges led to a national search for an educational leader that would change the course and culture that the District was languishing in and the effort to have Ms. Johnson return mystified community members.

92. The fact that there was opposition to a national, or at very least regional, search was alarming.

93. In 2010 Defendant Stith pled guilty to a second-degree harassment violation, for assaulting a woman with a bottle of bleach, splashing the chemical in her eyes. Stith served five (5) days in jail and paid \$200 in fine, \$120 in court surcharges and received one-year conditional discharge.

94. On May 10, 2017 Dr. Shimon Waronker was hired after an extensive national search and interview process in which some current Board Members refused to fully participate and made every effort to derail the search and selection process.

95. Despite the efforts to the contrary, Dr. Waronker began his work one month earlier, than planned, June 2, 2017, to ensure smooth transition, to avoid the loss of opportunities for the exchange of information, to begin to learn about the staff and to begin to organize for the academic year.

96. An audit of Title I funds in 2002-03 found that out of 150 computers purchased, it could only locate 100 of them.

97. Eventually after a thorough District-wide search, 30 more were accounted for. Nonetheless, 20 could not be found. A projector and laptop were missing. \$22,258 was spent on food and catering.

98. An audit in 2004 by the state highlighted the "uncontrolled, inappropriate and wasteful spending" of the District.

99. The audit found that the Board of Education spent \$2.3 million to install and rent portable classrooms because it missed a deadline for submitting a construction bond issue to voters. Contracts in the amount of approximately \$1.3 million were awarded without competitive bids, sometimes with sketchy provisions and payments exceeding the agreed upon price.

100. Approximately \$1.1 million was paid to temporary employment agencies without proper approvals and without analysis of their cost effectiveness.

101. The state comptroller said his audit showed about \$5.1 million was spent carelessly over two years.

102. In December of 2014 the New York State Comptroller, Thomas P. DiNapoli, issued a 50 page audit report which revealed serious questions about financial decisions, lack of transparency and "a neglect of sound fiscal and administrative practices and a disregard for the interests of taxpayers." Hempstead Union Free School District, Management of District Resources, Report of Examination Period Covering July 1, 2011 - March 31, 2013.

103. This report, details issue by issue the continued financial concerns which plagued the District.

104. One of the many concerns in the report centered around over payments to the then interim superintendent, Susan Johnson of \$11,026 more per paycheck than should have been paid to her for a series of paychecks.

105. The report pointed out that despite these bi-weekly overpayments, the superintendent did not inform the school board of these overpayments and that the higher payments were made on the instructions of a former school board member.

106. In 2014, the District was paying close to eight million dollars (\$8,000,000) annually in transportation services to bus the hundreds of children who attend private and charter schools outside of the District.

107. The neighboring school district in Uniondale spent approximately three million dollar (\$3,000,000) for transporting the entire school district.

108. Competitive bidding and a competent transportation director would have resulted in

providing busing for the entire District at a fraction of the cost.

109. Once again, this fact was revealed to the community and upon the hiring of Dr. Waronker, policies and procedures were implemented to address and curb this money hemorrhage by the District.

110. In June of 2014, in a so called "Special Meeting" which was called by Board President Betty Cross in clear violation of the open meetings laws, three (3) members of the Board met on less than 24 hours notice, in non-compliance to Public Officers Law, Article 7, §104 and voted, among other things, to: Indemnify themselves for all matter "surrounding the events of the May 20, 2014 budge vote and election" and; Revise the School District Budget of 2013-2014 and authorized the use of \$1,500,000 to fund "ordinary contingent expenditures related to increased enrollment and litigation expenses".

111. Once the majority that made the June 2014 decision was unseated, new legal counsel was hired and in a recent report released by the Commissioner and issued by the Distinguished Educator appointed by the New York State Commissioner of Education, a comparison of what the district spent for legal fees was done.

112. The Board has a long history of ineptitude and infighting.

113. The failure of this school system has been well documented through three decades of abysmal statistical data revealing high failure and drop out rates and low graduation rates.

114. The injuries suffered as a result of this ineptitude are not only seen in low educational attainment, but have literally resulted in the death of students on and near campus.

115. Decisions by the New York State Commissioner of Education have spoken to the endemic failure, which cries out for much needed change in Hempstead.

116. In the past, the District has threatened parents who ask tough questions with expulsion from meetings and was willing to go to great lengths in threatening staff, teachers and administrators

who speak up about the schools' dysfunction and the illegal practices in which they engage.

117. Additionally, the District has had police waiting just outside the meeting door threatening parents and members of the public with arrest, or having security guards present in the meeting who physically intimidated residents to remain silent and not exercise their right to question and petition its School Board for answers.

118. Most recently, a group called Hempstead for Hempstead began to disrupt public Board meetings, being chaired by President Maribel Toure. The disruptions included making racially offensive comments, vulgar statements, and engaging in intentionally physical acts which prevented the taking of a vote..

119. These acts included acts of intimidation and physical threats of violence against Ms. Toure and Ms. Gwen Jackson..

120. Upon his taking office, Dr. Waronker brought in as his Deputy Superintendent a man who transformed one of the 12 most violent schools in NYC like he had, to help him tackle the violence that Hempstead had known for too long.

121. Dr. Waronker, along with the then majority of the Board, brought in much needed Special investigators to begin to root out the corruption and mismanagement as well as hired a Forensic Auditing Firm to look deeply into the books.

122. It was a troubling fact that a great deal of financial records were burned prior to Dr. Waronker's arrival in February 2017 - just when the RFP for the Forensic Auditors was due.

123. Dr Waronker rolled up his sleeves, and did a facilities review and inspected every inch of the buildings.

124. He found decaying boilers without maintenance, vermin infestations, flooding, 1600 students in trailers, a building named Rhodes that has been abandoned for 17 years, and unabated graffiti

going back to 2004 in many buildings.

125. In June 2017 with the Board's approval, New American Initiative was hired to help Dr. Waronker establish innovative and sustainable practices in the District. Additionally, four Master Teachers were hired to help improve the pedagogy of the District.

126. On July 5, 2017, Dr. Waronker met Randy Stith for the first time and shook hands. Stith publicly said during a board meeting to Dr. Waronker that he was happy to shake his hand as Dr. Waronker would be removed and he (Stith) would be saying goodbye very soon.

127. Dr. Waronker terminated Assistant Superintendent for Business and Operations due to his inability in disclosing to Dr. Waronker how much money there was in the bidget in June of 2017.

128. Dr. Waronker also terminated High School principal Stephen Strachan for serious issues that Dr. Waronker felt he could not grant him tenure.

129. The aforementioned named group, "Hempstead for Hempstead", founded by Thomas Parsley, told Dr. Waronker that if he terminated Principal Strachan that there would be war.

130. Thomas Parsley had been a prior Board member. Parsley had been previously convicted of Grand Larceny and removed from the Board. Additionally, Parsley had also been arrested and convicted as a 3rd Degree Sexual Offender.

131. In July 2017 Lamont Johnson was removed pursuant to a finding of a Hearing Officer.

132. On November 27, 2017, Commissioner of Education Elia reappointed Mr. LaMont Johnson back on the Board and the voting majority shifted.

133. At that point, Dr. Waronker's ability to continue to improve academic outcomes and root out the corruption also changed.

134. Dr. Waronker had arranged a conflict mediation training for the Board and Cabinet level officers during August 20th - 22nd of 2017. Trustees Maribel Toure, Gwen Jackson and Crosson attended.

Trustees Gates and Stith refused to attend.

135. Dr. Waronker asked Gates why he did not attend and had he not given Dr. Waronker his cell phone number so that they can have a dialogue. Gates responded in front of several Board members, lawyers, and others "I don't trust you. You are my enemy."

136. Dr. Waronker responded that he was not his enemy and that everyone had to be on the same side to help the children.

137. In June 2017 the Board approved the hiring of Plante Moran, forensic auditors. In September, there was still no contract with Plante Moran. The Board's General Counsel, John Sheahan from Guercio and Guercio, was opposed to certain contractual terms.

138. In October, the Board President, Maribel Toure and Dr. Waronker went to visit the offices of Guercio and Guercio and met with Greg Guercio and questioned why there was such difficulty with the contract. Greg Guercio recommended that the Board use a local forensic firm. Dr. Waronker and Maribel Toure responded that it was unacceptable as in order to uncover the corruption we needed a national firm without connection to Hempstead.

139. Guercio and Guercio were demanding an unreasonable term in the contract with Plante Moran concerning unlimited indemnification.

140. Soon thereafter the meeting, in October, the District had a contract with Plante Moran.

141. Over a year after the Board had voted to hire a Forensic Auditing firm, a fire that destroyed the records and my constant pressing for a contract, the District finally had an agreement.

142. In late September, the Commissioner of Education Appointed Dr. Jack Bierwirth as a Distinguished Educator to oversee the Hempstead School District. Only one other District in New York State, Buffalo School District, received this oversight.

143. The Board's past demonstrably incompetent leadership and willingness to engage in illegal activity has been repeated by the most recent return of the majority vote to members who most recently engaged in acts that made no sense.

144. On November 29, 2017, one of the first things the Board did was to fire the Special Investigators who were looking at abuse, mismanagement and possible corruption. They did this in an emergency session, and was the only action they took in that emergency session.

145. On December 6, 2017 Plaintiff sent each of the Board members, including these Defendants letter via email which reads:

As you know, since my arrival here in Hempstead, my primary focus has been to raise the bar for us in the District in terms of our effective delivery of services for our children and to uplift the reputation of this District as it returns to being the top notched educational system that it is capable of being.

My efforts have allowed me to see the best of our District from the brilliance of our Pre-K to our 12th Grade students to the dedicated expertise of our teachers and teaching assistants. I have been convinced that with all of us pulling together we can elevate all that we do and all that we produce. Unfortunately, I have seen things that I know are holding us back and that I believe must be addressed before the heights we seek can be achieved.

To that end, I am advising the Board that after raising questions about suspected illegal financial activity to members of the District, no corrective action has taken place. As a fiduciary and as a guardian of the public trust I have been compelled to consult with several law enforcement agencies on the local, state and federal level about disturbing facts which have become apparent to me, which I felt could not and should not be occurring. These matters are of a nature that endanger the public health, welfare, and safety of our district and appear to be both unlawful and unethical, and required disclosure to, and an evaluation by, governmental offices outside the confines of the Hempstead School District.

The need to provide this information was mandated by two factors: first, the fact that instead of corrective action, I am seeing the opposite; and second, my professional, moral and legal obligation to serve the District and those who are truly the consumers – our children --, and the community at large.

Educationally yours,
Shimon Waronker, Ed.D.
Superintendent of Schools

146. On December 7, 2017 in another meeting, Dr. Waronker recommended to the Board that the District tear down the Rhodes building and propose a Bond issue to rebuild a school on the site. The Board voted down the resolution 3 to 2.

147. On December 22, 2017, the Board, without any notice, suspended Dr. Waronker's authority and proceeded to fire the expert teachers he had hired. This was a 3 to 2 vote as well. Even though, these teachers were working 12-14 hours a day and had almost completed an application for a \$5.4 million dollar grant for the district in addition to all their other responsibilities. These hard-working teachers were let go right before the holidays!

148. Also on December 22, 2017, the Board terminated its contract with the New American Initiative, which was leading the transformative work with listening and communicating skills, conflict mediation, reflective and collaborative hiring practices, helping develop the Strategic Plan for the district, making the delivery of teaching more effective, as well as many other necessary programs and improvements.

149. The Board effectively pulled the rug from under Superintendent Waronker and derailed the plan set in place to reverse the downward spiral.

150. As part of Dr. Waronker's pledge to be transparent and to keep the Community involved, Dr. Waronker distributed an open letter to the Community dated January 5, 2018 and posted same on the District website.

151. That letter, which has since been taken down by the Board, provided a detailed report of the work done during the first six (6) months of the school year and what it would take for the District to stay on the positive track. Entitled, "Collaborate and Elevate", the letter urged the Community to

come together to address the needs of the District. As part of that letter, Dr. Waronker wrote in selective part:

Collaborate with me to make Hempstead Schools thrive again. If we are honest, the need of working together on all these levels must be admitted as something that is obvious. Politics, self-interests, patronage, vendettas, threats, and cover-ups cannot rule the day. Our collective goal must be to elevate the standards for all involved in and attached to the Hempstead School District. The transformation which is necessary in Hempstead will not happen without hard work, transparency, honesty and commitment to meaningful change.

I am asking everyone from the students of Hempstead to the staff to the Board Members to the Commissioner of Education to the citizenry at large to work together to help those who are most vulnerable - our children. While some may see this as a noble cause, it is more than that. It is imperative! The future success of the community is tied to the value we place on the success of each of our children.

152. Then on January 9, 2018, the Board voted 3 to 2 to place Dr. Waronker on "Administrative Leave of Absence With Pay, Effective Immediately."

153. This act was nothing more than a suspension of Dr. Waronker with no warning, with no notice, with no charges or specifications, and with no hearing or any sort of protections that could be considered due process.

154. That same night the Board adopted a modified Administrative Leave of Absence With Pay Policy, which had been changed several times from November 29, 2017 and was even amended on January 9, 2018, the date it was adopted and then used against Dr. Waronker.

155. Also on January 9, 2018, the master teachers who were fired, decided to volunteer their work and finish their efforts to complete the application for a \$5.4 million dollar grant for the district.

156. Shockingly, the Board issued a "hand-carry" resolution directing the District's Superintendent to "prohibit the Master Teachers who were excessed on December 21, 2017, and are no longer employees of the District, effective December 22, 2017, from volunteering to provide services or rendering any services to the District."

AND AS FOR COUNT ONE
42 U.S.C. § 1983 MONELL CLAIM-MUNICIPAL LIABILITY

157. The Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs 1 through 156 of this Complaint with the same force and effect as though fully set forth herein.

158. The Defendants SCHOOL DISTRICT, THE BOARD, GATES, STITH, and JOHNSON, subjected Plaintiff DR. WARONKER to the foregoing acts and omissions without due process of law in a violation of 42 U.S.C. § 1983 thereby depriving Plaintiff of his rights, privileges and immunities secured by the Fourteenth Amendment of the United States Constitution.

159. Defendants through their actions, violated the due process rights guaranteed to DR. WARONKER under the Fourteenth Amendment of the United States Constitution.

160. Plaintiff, DR. WARONKER was not provided the opportunity for a fair hearing prior to being deprived of a constitutionally protected liberty or property interest.

161. The Board was barred by contract from terminating the employment relationship without cause.

162. Plaintiff, as a public employee, who can only be discharged for cause, has a constitutionally protected property interest in his tenure, and could not be fired without due process.

163. Defendants have denied Plaintiff due process of law by not providing a hearing before an impartial hearing officer resulting in a wrongful, and unlawful leave of absence, and a termination of a constitutionally protected liberty or property interest.

164. Defendants, acting under color of law, and through their employees servants, agents and designees, have engaged in a course of action and behavior rising to the level of a policy, custom, and condoned practice, which has deprived Plaintiff of rights, privileges and immunities secured by the

Constitution and laws in violation of 42 U.S.C. §1983. These actions were condoned, adopted and fostered by policy makers including but not limited to Defendants.

165. Defendants have consistently sought to intimidate, deprive due process rights and silence persons like Plaintiff. They have engage in actions and abuses which violate and deny employee's their rights as provided under the First and Fourteenth Amendments of the United States Constitution. Defendants have done so by using employment status, conditioning employment, altering terms of employment, and stated roles, of employees, including Plaintiff and retaliating and coercing them for reporting to governmental agencies, the Commissioner of Education and law enforcement and speaking publicly against and opposing improper and wrongful actions by Defendants. Employees' have been sanctioned, disciplined and punished contrary to their First Amendment and Fourteenth Amendment rights when they attempt to speak reason and truth about actions being taken when they speak on matters of public concern.

166. Defendants' infringement upon and violation of the rights, described herein including those protected under the First and Fourteenth Amendments of the United States Constitution, was and is intended to silence Plaintiff and those like Plaintiff and to place a chilling effect upon the exercise of such rights by Plaintiffs and other persons, who would raise issues about wrongful and improper actions being taken in the School District including but not limited to hiring, use of funds and other areas of public concern. Further, Defendants have sought to, and have treated employees, like and including Plaintiff, as they have in violation of their contractually protected rights.

167. By silencing, punishing, causing these persons including Plaintiff to suffer suspension, discipline, termination and other diminished aspects of their professional and personal lives, and adverse employment actions. Defendants have sought to unlawfully eliminate voices and persons asking probing questions and have sought to deter employees including but not limited to the Plaintiff and other persons from exercising their civil, statutory and Constitutional rights.

168. Further, Defendants have sought to restrain, limit and preclude Plaintiff and other such individuals, including, but not limited to, Plaintiff, from access to government and full airing of concerns for discussion, response and action.

169. As a direct and proximate result of said acts, Plaintiff and others like him have suffered and continue to suffer irreparable harm, diminished employment, loss of income, loss of other employment benefits, injury to reputation and good name, being subjected to scandalous claims and investigations and have suffered and continues to suffer distress, humiliation, great expense, embarrassment, and damages to her reputation.

170. As a direct and proximate result of said acts, Plaintiff has suffered and continues to suffer demotion, suspension, leave of absence, diminished employment, and has suffered and continues to suffer distress, humiliation, great expense, embarrassment and damage to this reputation.

171. As a result of Defendants' acts, Plaintiff suffered and is entitled to, damage sustained to date and continuing in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.

AS AND FOR A SECOND COUNT
PURSUANT TO 42 U.S.C. § 1983 FOURTEENTH AMENDMENT, DUE PROCESS

172. The Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs 1 through 171 of this Complaint with the same force and effect as though fully set forth herein.

173. Defendants violated 42 U.S.C. §1983 by retaliating against Plaintiff when Plaintiff began to conduct in depth investigations in the Defendant SCHOOL DISTRICT to root out the corruption and mismanagement in hopes of transforming Hempstead schools.

174. Plaintiff, DR. WARONKER as Superintendent of Defendant SCHOOL DISTRICT performed investigations and reviews on issues that are a matter of public concern.

175. Plaintiff's acts in disclosing information, obtained from his thorough review of the Defendant SCHOOL DISTRICT and its buildings as Superintendent collectively resulted in Plaintiff's disciplinary action, thereby mandating DR. WARONKER to take a forced leave of absence.

176. Plaintiff's discovery and further disclosure of information against Defendants motivated said Defendants to implement adverse actions upon Plaintiff, including but not limited to a forced leave of absence.

177. By silencing, punishing, causing Plaintiff to suffer the disciplinary action of a forced leave of absence, and an alteration of the terms and conditions of DR. WARONKER'S employment. Defendants have sought to unlawfully retaliate against the Plaintiff, silence him, and thereby block, limit and deter the Plaintiff and other persons from exposing wrong doing, public abuses, violations of law and exercising their civil, statutory and constitutional rights.

178. Further, Defendants have sought to restrain, limit and preclude Plaintiff and other individuals, from access to Hempstead School property and full airing of concerns and wrong doing for disclosure, discussion, response and action.

179. As a direct and proximate result of said acts, Plaintiff has suffered and continues to suffer demotion, suspension, leave of absence, diminished employment, and has suffered and continues to suffer distress, humiliation, great expense, embarrassment and damage to this reputation.

180. As a result of Defendants' acts, Plaintiff suffered and is entitled to, damage sustained to date and continuing in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.

AS AND FOR A THIRD COUNT
PURSUANT TO 42 U.S.C. § 1983 - FIRST AMENDMENT

181. The Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs 1 through 180 of this Complaint with the same force and effect as though fully set forth herein.

182. On December 6, 2017 Plaintiff sent a letter to Defendants stating in relevant part, “[t]o that end, I am advising the Board that after raising questions about suspected illegal financial activity to members of the District, no corrective action has taken place. As a fiduciary and as a guardian of the public trust I have been compelled to consult with several law enforcement agencies on the local, state and federal level about disturbing facts which have become apparent to me, which I felt could not and should not be occurring. These matters are of a nature that endanger the public health, welfare, and safety of our district and appear to be both unlawful and unethical, and required disclosure to, and an evaluation by, governmental offices outside the confines of the Hempstead School District.” This was just one of the actions Plaintiff did to address the actions which he reasonably and in good faith, believes violates the law, rules and regulations governing said actions and behavior which presents a substantial and specific danger to the public health or safety.

183. As part of Dr. Waronker's pledge to be transparent and to keep the Community involved, Dr. Waronker distributed an open letter to the Community dated January 5, 2018.

184. The Defendants, collectively and each one of them individually, have engaged in actions and abuses which violate and deny Plaintiff his right as provided under the First Amendment of the Untied States Constitution. Defendants have done so by conditioning Plaintiff's employment, terms of employment, conditions of employment, and stated roles, on Plaintiff's not speaking publicly against and opposing Defendants, and Plaintiff's not telling the truth, not providing the public with relevant information and raising issues of wrong doing, possible criminal activity and improper actions concerning the fiscal and personnel operation of the Defendant SCHOOL DISTRICT, THE BOARD

GATES, STITH,, and JOHNSON and limiting Plaintiff's First Amendment right to free speech while attempting to speak reason and truth as a concerned citizen and employee of the Defendant SCHOOL DISTRICT, and THE BOARD on matters of public concern.

185. Defendants' infringement upon and violation of Plaintiff's rights, protected under the First Amendment of the United States Constitution, was and is intended to silence Plaintiff and to place a chilling effect upon the exercise of such rights by Plaintiff and other persons, who would raise issues about wrongful and improper actions being taken by the SCHOOL DISTRICT, and by THE BOARD and more specifically in use of Federal monies, improper hiring practices and violation of Federal laws, State Laws and Civil Service Rules and Regulations. Said violative acts were and continue to be in violation of public policy and Defendants' responsibility to the public as elected to be members and trustees of the Board. Further, Defendants have sought to and have treated Plaintiff DR. WARONKER, as they have in violation of his First Amendment rights.

186. By silencing, punishing, causing Plaintiff to suffer the disciplinary action of a forced leave of absence Defendants have altered the terms and conditions of DR. WARONKER'S employment. Defendants have sought to unlawfully retaliate against the Plaintiff , silence him, eliminate his voice, and thereby block, limit and deter the Plaintiff and other persons from exposing wrong doing, public abuses, violations of law and exercising their civil, statutory and constitutional rights.

187. Further, Defendants have sought to restrain, limit and preclude Plaintiff and other individuals, from access to Hempstead School property and a full airing of concerns and wrong doing for disclosure, discussion, response and action.

188. As a direct and proximate result of said acts, Plaintiff has suffered and continues to suffer demotion, suspension, forced leave of absence, diminished employment, and has suffered and continues to suffer distress, humiliation, great expense, embarrassment and damage to this reputation.

189. As a result of Defendants' acts, Plaintiff suffered and is entitled to, damage sustained to date and continuing in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.

AS AND FOR A FOURTH COUNT
PURSUANT TO WHISTLEBLOWER PROTECTION, NY CIVIL SERVICE LAW §75-B;
NY LABOR LAW §215 §740 AND NY EDUCATIONAL LAW §3028-D

190. The Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs 1 through 189 of this Complaint with the same force and effect as though fully set forth herein.

191. On December 6, 2017 Plaintiff sent a letter to Defendants stating in relevant part, “[t]o that end, I am advising the Board that after raising questions about suspected illegal financial activity to members of the District, no corrective action has taken place. As a fiduciary and as a guardian of the public trust I have been compelled to consult with several law enforcement agencies on the local, state and federal level about disturbing facts which have become apparent to me, which I felt could not and should not be occurring. These matters are of a nature that endanger the public health, welfare, and safety of our district and appear to be both unlawful and unethical, and required disclosure to, and an evaluation by, governmental offices outside the confines of the Hempstead School District.” This was just one of the actions Plaintiff did to address the actions which he reasonably and in good faith, believes violates the law, rules and regulations governing said actions and behavior which presents a substantial and specific danger to the public health or safety.

192. The Defendants, THE DISTRICT, THE BOARD, GATES, STITH, and JOHNSON collectively and each one of them individually, have engaged in actions and abuses which violate and deny Plaintiff his right as provided under the Civil Service Law, Labor Law and Education Law of the State of New York. Defendants have done so by conditioning Plaintiff's employment, terms of

employment, conditions of employment, and stated roles, on Plaintiff's not reporting and disclosing to the Commissioner, New York State Education Department, authorized representatives, or to the attorney general or any law enforcement agency or other persons, that the Defendant District and its employees have engaged in conduct that the Plaintiff, reasonably and in good faith, believes violates the law, rules and regulations governing said actions and behavior which presents a substantial and specific danger to the public health or safety.

193. Plaintiff has been punished for speaking publicly against and opposing Defendants in their wrongful actions, and Plaintiff's disclosing to the Commissioner, New York State Education Department, authorized representatives, or to the attorney general or any law enforcement agency or other persons by providing information discovered and providing those persons with relevant information and raising issues of wrong doing, financial practices, possible criminal activity and improper actions concerning the fiscal and personnel operation of the Defendant SCHOOL DISTRICT and action which he believed to be a violation of a law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety.

194. Defendants' infringement upon and violation of Plaintiff's rights, protected under the First Amendment of the United States Constitution, was and is intended to silence Plaintiff and to place a chilling effect upon the exercise of such rights by Plaintiff and other persons, who would raise issues about wrongful and improper actions being taken by the SCHOOL DISTRICT, and by THE BOARD and more specifically in use of Federal monies, financial practices, improper hiring practices and violation of Federal laws, State Laws and Civil Service Rules and Regulations and Labor Law. Said violative acts were and continue to be in violation of public policy and Defendants' responsibility to the public as elected to be members and trustees of the Board. Further, Defendants have sought to and have treated Plaintiff DR. WARONKER, as they have in violation of his protected Rights.

195. By silencing, punishing, causing Plaintiff to suffer the disciplinary action of a forced leave of absence Defendants have altered the terms and conditions of DR. WARONKER'S employment. Defendants have sought to unlawfully retaliate against the Plaintiff, silence him, eliminate his voice, and thereby block, limit and deter the Plaintiff and other persons from exposing wrong doing, public abuses, potentially criminal acts, violations of law and exercising their civil, statutory and constitutional violations and exposing actions and behavior which presents a substantial and specific danger to the public health or safety.

196. Further, Defendants have sought to restrain, limit and preclude Plaintiff and other individuals, from access to Hempstead School property and a full airing of concerns and wrong doing for disclosure, discussion, response and action despite the clear danger of actions and behavior which presents a substantial and specific danger to the public health or safety.

197. As a direct and proximate result of said acts, Plaintiff has suffered and continues to suffer demotion, suspension, forced leave of absence, diminished employment, and has suffered and continues to suffer distress, humiliation, great expense, embarrassment and damage to this reputation.

198. As a result of Defendants' acts, Plaintiff suffered and is entitled to, damage sustained to date and continuing in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.

AS AND FOR FIFTH COUNT
BREACH OF CONTRACT

199. The Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs 1 through 198 of this Complaint with the same force and effect as though fully set forth herein.

200. Plaintiff DR. WARONKER entered into a valid binding written contract with and Defendants THE BOARD.

201. The contract was drafted by the Defendant THE BOARD.

202. The contract was signed by Plaintiff DR. WARONKER on May 10, 2017.

203. The contract was signed by the President of THE BOARD, Maribel Toure, on May 11, 2017.

204. The contract provided that “[t]he Superintendent shall not be suspended, disciplined, or terminated without just cause and only for alleged acts of material breach of this Agreement neglect of duty, gross misconduct, or disability from performance of his duties according to the evidentiary standard herein set forth and only following a fair hearing before an impartial hearing officer.”

205. Defendants are in non-compliance with the aforementioned express terms of the Contract.

206. Plaintiff was not provided the procedures which are expressly stated on the contract requiring a hearing before an impartial hearing officer prior to any disciplinary action taken against Plaintiff DR. WARONKER.

207. DR. WARONKER has endured the disciplinary measure of being put on a leave of absence without a hearing before an impartial hearing officer.

208. The Defendants represented to Plaintiff, both in oral statements, and upon information and belief, that Plaintiff would not be treated in a retaliatory manner if he exercised his rights to free speech, attempting to correct the problems within the Hempstead School District and reporting any improper wrongful actions.

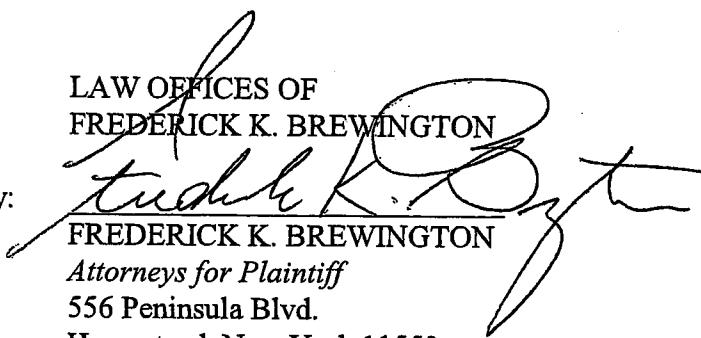
209. The Plaintiff was told in essence that he was hired to correct the concerns that existed within their District. Plaintiff relied on these representations and commitments as a term and condition of his employment relationship with Defendants as an inducement to accept said position.

PRAYER FOR RELIEF

- a) On the First Count in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.
- b) On the Second Count in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.
- c) On the Third Count in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.
- d) On the Fourth Count in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.
- e) On the Fifth Count in a sum in excess of the jurisdictional limits of all state courts which might otherwise have jurisdiction and this court, costs and attorney's fees as well as equitable and injunctive relief and any other relief this Court may find and just and proper.
- f) Attorney's fees and costs pursuant to 42 U.S.C § 1988 and any other provision of law allowing for such fees and costs;
- g) A Declaratory Judgment that Defendants wilfully violated Plaintiffs' rights secured by federal and state law as alleged herein;
- h) Injunctive relief, requiring Defendants to correct all past violations of federal and state law as alleged herein; to appoint Plaintiffs to the positions that Defendants' illegal actions prevented them from maintaining; to enjoin Defendants from continuing to act in violation of federal and state law as alleged herein; and to order such other injunctive relief as may be appropriate to prevent any future violations of said federal and state laws;
- I) An order granting such other legal and equitable relief as the court deems just and proper.

A JURY TRIAL IS HEREBY DEMANDED

Dated: Hempstead, New York
January 19, 2018

LAW OFFICES OF
FREDERICK K. BREWINGTON
By: 
FREDERICK K. BREWINGTON
Attorneys for Plaintiff
556 Peninsula Blvd.
Hempstead, New York 11550
(516)489-6959

Docket No.:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DR. SHIMON WARONKER,

Plaintiff,

- against -

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD SCHOOL DISTRICT,
DAVID B. GATES, in his individual and official capacity,
RANDY STITH, in his individual and official capacity,
LAMONT JOHNSON, in his individual and official capacity, and
Patricia Wright as a necessary party in her capacity as Clerk of the Hempstead School District

Defendants.

SUMMONS AND COMPLAINT

LAW OFFICES OF
FREDERICK K. BREWINGTON
Attorneys for Plaintiff
556 Peninsula Boulevard
Hempstead, New York 11550
(516) 489-6959

NOTICE OF CLAIM

In the Matter of the Claim of

DR. SHIMON WARONKER

Claimant,

-against-

HEMPSTEAD UNION FREE SCHOOL DISTRICT AND
HEMPSTEAD BOARD OF EDUCATION,

Respondents.

NOTICE OF CLAIM

X

LAW OFFICES OF
FREDERICK K. BREWINGTON

Attorneys for Claimant

556 Peninsula Blvd.

Hempstead, New York 11550
(516) 489-6959

Exhibit C



185 Peninsula Blvd.
Hempstead, NY 11550

Shimon Waronker, Ed.D.
Superintendent of Schools
(516) 434-4000 Ext. 4010
Fax: (516) 292-0933

Varleton McDonald, Ed.D.
Deputy Superintendent
(516) 434-4000 Ext. 4010
Fax: (516) 292-0933

Rodney Gilmore, Ed.D.
Associate Superintendent
for Human Resources
(516) 434-4000 Ext. 4021
Fax: (516) 564-0356

Regina Armstrong
Associate Superintendent
for Elementary Curriculum
and Instruction
(516) 434-4000 Ext. 4031
Fax: (516) 292-0933

James E. Clark
Associate Superintendent
for strategic Initiatives
(516) 434-4000 Ext. 4014
Fax: (516) 292-0933

Deborah DeLong
Assistant Superintendent
for Pupil Personnel Services
(516) 434-4000 Ext. 4151
Fax: (516) 292-7692

Lawrence Dobroff
Assistant Superintendent
for Business & Operations
(516) 434-4000 Ext. 4061
Fax: (516) 292-3115

January 5, 2018

To the Hempstead Board of Education,

Pursuant to Education Law section 211-f 2015 and Section 100.19(g)(9) of commissioner regulations (effective September 21, 2015), as the Receiver of the High School, I hereby adopt the resolution the Board of Education rejected on December 21, 2017 that read as follows:

Whereas, the Superintendent of schools recommends removal of a partition wall at the High School cafeteria during the period of December 25, 2017 to December 29, 2017 ("Project"); and

Whereas, the Project is subject to classification under the State Environmental Quality Review Act ("SEQRA"); and

Whereas, the replacement, rehabilitation and/or reconstruction of a facility which does not exceed a threshold of Section 617.4 of the SEQRA Regulation is properly classified as a Type II action requiring no further review under SEQRA;

Now, therefore, be it resolved, that upon the recommendation of the Superintendent of Schools the Board of education hereby declares itself the agency on the Project and determines that the Project is a Type II action requiring no further review under SEQRA;

Be it resolved, that the Board of Education approve the Project to remove the partition wall at the High School cafeteria during the period of December 25, 2017 through December 29, 2017, within the scope of the existing budget and appropriations.

Since on December 21, 2017, the Board of Education on a vote of 2 yeas, 2 nays and one abstention did not approve the Project, as Receiver, I am hereby affirming and instituting the project to be completed January 19, 2018 through January 21, 2018. The tearing down the sheetrock wall in the High School cafeteria will not unduly impact other schools in the District.

The Receivership Report and Continuation Plan for the High School charges me with increasing student performance and decreasing behavior incidents. The schedule for lunch designed by the previous administration has too many students and too few seats each lunch period. Thus, many students are forced to sit on the floor or wander the hallways without a place to sit and eat. By removing the wall we will increase seating capacity by an additional 100 students and afford our students the dignity of being able to sit and eat. This wall removal will also assist in safety and security issues for the students who will have a secure area to remain where they can be monitored, rather than seek out places within the building. This action will respect our students and lead to increased student performance and decreased behavior incidents.

The Board of Education has ten (10) business days to respond to my decision.

Educationally yours,

Shimon Waronker, Ed.D.
Superintendent of the Hempstead Schools

Exhibit D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DR. SHIMON WARONKER,

DOCKET NO.: 2018-CV-0393

Plaintiff,

-against

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his
individual and official capacity, RANDY STITH, in his
individual and official capacity, LAMONT E. JOHNSON,
in his individual and official capacity, and Patricia Wright
as a necessary party in her capacity as Clerk of the
Hempstead School District,

Defendants.

X

**DECLARATION OF GWEN JACKSON IN SUPPORT OF
PLAINTIFF'S ORDER TO SHOW CAUSE, AND
MEMORANDUM OF LAW SEEKING INJUNCTIVE
RELIEF**

I, **GWEN JACKSON**, declare under the pains and penalties of perjury, pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of my knowledge:

1. I am an elected Board member of the Hempstead School Board and serve as the elected Vice President of the Board.
2. The Hempstead School District conducted a national search and appointed Dr. Waronker as its Superintendent in June, 2017. Dr. Waronker came in on a 3-2 vote. Trustee Gates and Trustee Johnson opposed his hiring. Dr. Waronker was selected because he was the only candidate with a proven track record of transforming failing schools. Dr. Waronker brought to the district a proven successful educational model. He was totally honest and transparent for the need to hire the New American Initiative and the Master Teachers.

3. The board was given credible evidence to approve the Superintendent's recommendation to terminate and deny Mr. Strachan tenure. Dr. Waronker presented the Board with pictures of over 50 weapons and only two weapons had been reported. Ninety percent (90%) of all employees grievances came from the High School indicating poor principal-teacher relation. Mr. Strachan also has a fake doctorate from Chelsea University in the UK.. Knowing this, Trustee Stith, Trustee Johnson, Trustee Gates, upon the recommendation of Acting Superintendent Regina Armstrong rehired "Dr" Strachan, and gave him tenure with back pay and the district knows that if he worked anywhere else, he would have been fired for falsifying information on his application.

4. Luz Valentin is one of the most valuable employees in the business office. Four years ago, when Lamont Johnson was on the board, the board terminated her as the accountant. Within three days they begged her to come back. Also the board fired her as the treasurer. As a result the bank records were not reconciled for over 8 months. That same year, the district experienced an 8.6 million dollar deficit. Ms. Valentin has also been instrumental in bringing millions of dollars into the district by completing STAC and Medicaid forms.

5. One can argue that the employees are loyal to Trustee Gates, Trustee Johnson and Trustee Stith. Trustee's Stith letter to the employees stated, "The most important stakeholder in the community is the resident employee of the district". When employees have money related issues they call Trustee Gates, Trustee Johnson, or Trustee Stith to take care of the problems. Trustee Stith and Trustee Gates have given directives to pay employees. When the school was closed, due to a snow storm, business staff were intimidated into coming in and handing out checks to those employees who didn't have direct deposit.

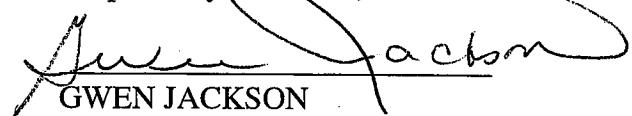
6. Dr. Waronker had absolutely no involvement in the removal proceeding against Trustee Lamont Johnson. The removal of Trustee Johnson was done on the recommendation of the

Hearing Office. It must be noted that this is not the first time a removal proceeding has been brought against Trustee Johnson. On May 17th 2017 Trustee Gates appealed to Trustee Toure and Trustee Jackson to join him in asking that Trustee's Johnson absentee ballots be disqualified. See, Exhibit A, a copy of the Annual Budget Vote and Election. He states, "When we sat at this table last year you filed an injunction against absentee ballots with redeemed fraudulent behavior and how it was not found to be fraudulent in nature, today it is clear that the public has spoken on the machines and it is clear the public's voice is being ignored. So therefore I am challenging and I am asking the two of you if your integrity is as impeccable as you proclaim I am asking the two of you to challenge these absentee ballots because it is clear that there is a possibility of fraudulent practices".

7. Trustee Stith, Trustee Johnson and Trustee Gates are doing everything in their power to make sure that Dr. Waronker's tenure in this district is cut short. They want him to fail as is evident by all their false allegations, and their termination of all his innovative education initiatives.

Dated: Hempstead, New York
January 19, 2018

Respectfully submitted,



GWEN JACKSON

Exhibit E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

DR. SHIMON WARONKER,

DOCKET NO.: 2018-CV-0393

Plaintiff,

-against

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his individual
and official capacity, RANDY STITH, in his individual and
official capacity, LAMONT E. JOHNSON, in his individual
and official capacity, and Patricia Wright as a necessary party
in her capacity as Clerk of the Hempstead School District,

D e f e n d a n t s .

-----X

**DECLARATION OF NATALIE GONZALEZ VALDES IN
SUPPORT OF PLAINTIFF'S ORDER TO SHOW CAUSE,
AND MEMORANDUM OF LAW SEEKING INJUNCTIVE
RELIEF**

I, NATALIE GONZALEZ VALDES , declare under the pains and penalties of perjury,
pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of
my knowledge:

1. I was tasked to facilitate the work done by the transition team and provide mutual
levels of support to teachers and principals with the District. This was in order to
assist the District to transition into a teacher empowerment model. I was a District
Master Teacher first employed by the Hempstead School District on July 5, 2017.

COMMUNITY SCHOOL GRANT

2. I was first made aware of the Community School Grant (CSG) by Dr. Waronker on October 10, 2017. At this point, Dr. Waronker put me in contact with Ms. Curtin from New York State Education Department (NYSED). Ms. Curtin explained to me briefly the CSG and shared with me the grant application as well as documents previously submitted by the Hempstead Union Free School District (HUFSD).
3. Based on the CSG application page 14 the application was due to the NYSED by 5:00 pm on July 28, 2017.
4. In order to collaborate during the grant writing process, the District Master Teachers and/or I met with Mr. Clark (Associate Superintendent for District Initiatives), Dr. Manuel (A.B.G.S. Middle School Principal), Mr. Klein (Hempstead HS Interim Principal), Mr. Dobroff (Associate Superintendent for Business Management), Dr. Bierworth (Distinguished Educator), Reina Jovin (Project Manager) a , HS Community Engagement Team, building administrators, and teachers.

| Date | Meeting with |
|----------|--|
| 10/16/17 | Mr. Dobroff, Dr. Manuel, Mr. Klein, Mr. Clark |
| 10/19/17 | Dr. Manuel |
| 10/20/17 | Mr. Clark and Ms. Jovin |
| 10/31/17 | Mr. Klein |
| 11/02/17 | HS Community Engagement Team |
| 11/09/17 | Mr. Clark |

| | | |
|----|--------|-------------------------|
| 17 | 11/09/ | Mr. Klein and his team |
| 17 | 11/09/ | Dr. Manuel |
| 17 | 11/15/ | Dr. Bierworth |
| 17 | 11/17/ | Mr. Clark |
| 17 | 11/30/ | Dr. Manuel |
| 17 | 12/05/ | Mr. Klein and his team |
| 17 | 12/06/ | Dr. Manuel and his team |
| 17 | 12/08/ | Dr. Manuel |

5. For the November 10th, 2017 grant submission, I focused on Part I as recommended by Ms. Curtin. Based on the NYSED Internal Review Process dated on August 23, 2017, the District received a NF (Not Found) for each of the 7 indicators in Part I. With the input from the community members named above, I resubmitted Part I on November 10th, 2017 and received the following feedback from NYSED: 5 indicators were Satisfactory and 2 were Partial.

6. The following is an example of progress since the involvement of the District Master Teachers. In the 08/23/17 NYSED Internal Review Process, the district received the following feedback for the Part II indicators of Attachment C for A.B.G.S. Middle School:

- 1 Satisfactory
- 6 Partial
- 10 Not Found

7. After the District Master Teachers and the people mentioned above worked on the grant together, they received the following feedback for the Part II indicators of Attachment C for A.B.G.S. Middle School on 11/13/17:

- 4 Satisfactory
- 10 Partial
- 3 Not Found

8. The following is an example of progress since the involvement of the District Master Teachers. In the 08/23/17 NYSED Internal Review Process, the district received the following feedback for the Part II indicators of Attachment C for Hempstead High School:

- 2 Satisfactory
- 5 Partial
- 8 Not Found
- 2 Were not answered

9. After the District Master Teachers and the people mentioned above worked on the grant together, they received the following feedback for the Part II indicators of Attachment C for Hempstead High School on 11/13/17:

- 6 Satisfactory
- 11 Partial
- 1 Not Found

10. When I attended the November 2nd, 2017 Hempstead High School Community Engagement Team Meeting, I noticed the community members were not aware of the Community School Grant and were learning about the funds for the first time. Although some community members were initially hesitant about my presence at the meeting, they were eager to make suggestions on how to spend the funds and were happy that I was including them in the process.
11. One of the emphasized feedback points in the 11/10/17 NYSED Internal Review Process, was to itemize and specify the vendor for each of the budget items. Although, I emailed Ms. Curtin saying we would resubmit the application on December 4th based on their feedback, when we checked in with the A.B.G.S. Middle School and Hempstead High School, they were still struggling to identify the vendors and itemize the budget items. For this reason, we were not able to meet our own deadline and arranged additional meetings to expedite the process.
12. The week of December 18th, 2017, I spoke to Ms. Curtin on the phone to let her know how we were struggling to finalize Attachment C for both schools. She told me to not be so specific and just make sure we were showing how each item was reasonable and needed. In order to finalize Attachment C for both schools, the District Master Teachers and I worked nonstop on these documents on December 20th and 21st. Our plan for December 22nd, was to have Dr. Waronker and Mr. Clark revise the documents and sign them in order to send them to NYSED.

13. Given that we were fired on December 22nd, we were not able to finalize the documents. Dr. Waronker asked the District Master Teachers to finalize the documents and we did so on our personal time. We sent to Dr. Waronker the finalized and revised documents on January 9th, 2018.
14. As proven in the FS10, funds were never allocated in the Community School Grant for District Master Teachers' salaries nor the New American Initiative.

Dated: Hempstead, New York
January 23, 2018

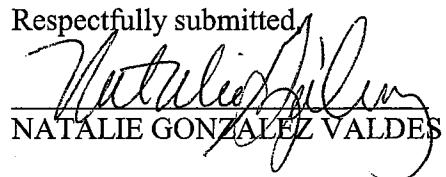
Respectfully submitted,

NATALIE GONZALEZ VALDES

Exhibit F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

DR. SHIMON WARONKER,

DOCKET NO.: 2018-CV-0393

Plaintiff,

-against

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his
individual and official capacity, RANDY STITH, in his
individual and official capacity, LAMONT E. JOHNSON,
in his individual and official capacity, and Patricia Wright
as a necessary party in her capacity as Clerk of the
Hempstead School District,

Defendants.

-----X

**DECLARATION OF MARIBEL TOURE IN SUPPORT OF
PLAINTIFF'S ORDER TO SHOW CAUSE, AND
MEMORANDUM OF LAW SEEKING INJUNCTIVE
RELIEF**

I, MARIBEL TOURE , declare under the pains and penalties of perjury, pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of my knowledge:

1. I am an elected Board member of the Hempstead School Board and serve as the elected President of the Board.
2. Dr. Waronker was a candidate selected from a group presented to the Board by the recruiting Firm.

3. During the interviews, the board expressed interest in Dr. Waronker to bring a team of people that he trusted and felt comfortable working with in order to transform the district for better outcomes.

4. Dr. Waronker disclosed his relationship with several companies including Harvard University, The New American Initiative, and The New York City Leadership Academy and others and expressed his intention to engage them at some point. All this was disclosed in his contract. The Board visited some of his schools being excited and encouraged him to bring these initiatives to help in the transformation of Hempstead.

NAI, Master Teachers and Deputy Superintendent

5. In contracting NAI a protocol was followed according to district policies and procedures through the business office and our purchase agent that with his 20- years of experience at that time, he was instructed to release the RFP for other companies to apply as candidates for the same services.

6. Dr. Waronker inherited a previously approved budget of 2017-2018, upon his arrival he informed the Board of existing budget lines that were labeled as “contractual” but no specific explanation was provided for how the money would be allocated. These funds are the ones to be used for the services of the NAI, the hiring of the District Master Teachers, and the Deputy Superintendent, which the Board considered to be especially necessary in order to address the low performance of students by providing professional development to teachers and addressing the need for a unified curriculum. Same thing happened for the need of a Deputy Superintendent that the Board accepted to bring a distinguished administrator as an interim to start the process for filling the position with a permanent one.

7. All this was disclosed and discussed to the Board previously, during, and after being hired. Except for Dr. Gates who refused to ask him any questions during the interview and refused to visit his model schools which absolutely influenced the Boards decision to hire him.

8. The Board majority wants to claim that since the expenses by Dr. Waronker were not in the original budget approved by the voters that he should not have been allowed to hire NAI, the Master teachers and the Deputy Superintendent.

9. However, the budget did not include the hiring of the Distinguished Educator or the Assistant Superintendent of Technology; yet, the Board does not seem to have any concerns about the fact that these were not in the original budget.

Strachan Investigation

10. Dr. Waronker informed the Board about acts of violence committed in the HS and confiscation of weapons not disclosed to SED. Upon his arrival, Dr. Waronker revived a previously existing investigations of grades being changed. Dr. Waronker also expressed his dissatisfaction between the teachers and the principal, relationship which he considered extremely important for the better outcomes of students and at this was justified with data of 90 % of the grievances coming from the high school.

11. The above led Dr. Waronker to make the decision not to recommend the granting of tenure to Principal Strachan, which was expressed to the board and was made also under the recommendation of labor conseil that it was not necessary to continue a long costly investigation of weapon disclosure since his probationary period was ending.

Community School Grant Application

12. Serious concerns exist about the handling of the Community Grant granted by the SED a year before and due for submission on July 28, 2017. I personally have several inquiries to

Dr. Waronker about such grant. Dr. Waronker informed the board that the grant was almost lost and revived again and instructed Mr. Clark to work on it. After several conversations with the SED and the failures and inability to implement the services under the grant by September 1st of 2017 beginning of the new school year, Dr. Waronker informed the board that such grant was going to place the master teachers working in conjunction with Mr. Clark. This took place on October 10, 2017 and the new revised proposal for the grant was submitted in November. Feedback from the SED required changes and provisions. At this point a new majority took place in the board and with that the desire to get rid of the master teachers. Dr. Waronker expressed his concerns about the future of the community grant if the master teachers were to be fired.

13. Regardless of these concerns the new board majority fire them on December 21, 2017 board meeting. On January 9th, Dr. Waronker informed the board that the master teachers help him to comply with the grant revisions as volunteers since they did not want to risk the grant to be lost knowing how much the students in Hempstead need the services. This is how he was able to resubmit the grant that very same day January 9th. The day that Dr. Waronker was placed on Administrative Leave. Dr. Waronker never lied to the board since he always said that the grant was submitted that day with the volunteer help from the master teachers. The submission took place at 5:35 pm and was corroborated by Dr. Bierwith. Email is included to support this as Exhibit _____

Disenrollment Decision

14. Dr. Waronker informed the board about the "no show" amount of students in the High School. He reported to the board about the review of all transcripts of each and every one of the students one by one in the high school starting with 12th grade, he gave us a report about the academic circumstances and his instructions to the appropriate personal how to addressed the

situation and the procedures to follow contacting the students and their families to find out about their situation and the reasons why they were absent, some of them for even almost 2 years. All this was presented to the board in an open meeting on November 20, 2017 with all his administrators and the board members present. Nobody including any member of the board expressed any concerns of the illegality of this actions.

15. At the same time he started the process of creating about 7 different programs for students that by age or accumulative credits have little or no chance to graduate. Some of this programs were to include GED, Vocational program, partnership with BOCES and Queensborough community college for an accelerate ESL program for students with limited English.

16. According to Dr. Waronker if all this was going to be follow in the right way a decision was to be made in conjunction with the students and their parents for what was best for each one of them. In some of our discussions Dr. Waronker expressed his concerns about the district getting funds from the federal or state government illegally since the numbers of enrollment was not correct or valid, and some of the students were not coming to school in the last 2 years. The disenrollment of this students contrary to what was said is to be put the district in a higher rate of drop out and this is not in benefit of anyone, but the truth has to be confronted.

Creation of a New Policy

17. Since a new majority took place in the board, a series of emergency and special meeting were conducted. The firing with no cause or even discussion of Labor Counsel “Hamburger, Maxson, Yaffe and McNally” and replaced them with the Scher firm is one of the most devastated decision made by the new board majority.

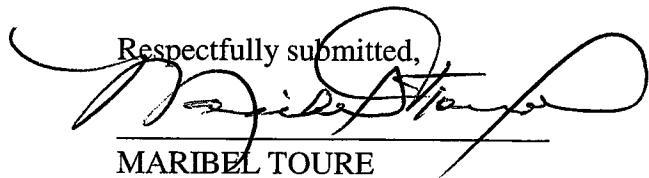
18. On their first meeting at 5 pm disregarding the unavailability of some of the board members this meeting took place and Raiser and Kenniff special counsel hired to investigate possible fraud was fired to be substituted by The Chandler Firm.

19. Trustee Stith told Trustee Jackson he created the new Administrative Leave policy. In the following meeting Jonathan Scher asserted that he wrote the policy and not Stith. There was no discussion between the Board of why a new policy was necessary or any input on its creation but just a simple presentation, reading to accept it and adopted to right away on the same meeting use it to suspend superintendent Waronker. On my almost 4 years as a board member and after numerous conferences and the initial training I learned that the most important role of the board is #1 the fiduciary responsibility to protect the tax money that the community trust in us to educate our students. #2 hire a superintendent with a vision to bring the level of education to a level that our students will succeed after graduate high school.

20. Nothing of this is happening in Hempstead. The fiduciary responsibility was completely ignored when the new labor counsel was rehire to come and implement new policies that will create chaos and discontinuity of services when the superintendent is suspended. The outcome for students was totally ignored, this and his need are rarely discussed in our board meetings. Please see the comparative graph about expenses for the same services in about the same period of time between the two labor firms.

21. Because of all this Dr. Waronker needs to come back to work and continue to address all the problems that for too long have been ignored and are being reflected in the poor educational progressed of our students.

Dated: Hempstead, New York
January 23, 2018

Respectfully submitted,


MARIBEL TOURE

Exhibit G

January 22, 2018

Dear Sir or Madame,

My name is Jaimee Hazel. I am a nineteen year veteran teacher of the Hempstead School District. I have seen many administrators come and go within my tenure at the district. There have always been promises left unfulfilled, initiatives started that quickly ended, hopes lifted just in the end to be deflated, and glimmers of hope for a new promising day where students and education were actually placed first thwarted for this reason or that.

Dr. Shimon Waronker is the first superintendent that I have had the pleasure of working with in which I felt would be the lasting change the community, faculty, staff and most importantly the students of Hempstead most desperately need. My first meeting with him was at the faculty "welcome back" meeting in August 2017. From that day forward Dr. Waronker has been the epitome of humbleness, respect and professionalism.

During his short time within the district, Dr. Waronker, has brought about positive change within the district. He is approachable and easy to talk to, even when he is busy, which is more frequent than not. He is the first and only superintendent that I have personally seen walking around the high school, meeting with all stakeholders within the district, and actually listening to the concerns presented to him. Regardless of status; student, teacher's assistant, teacher, administrator, parent, community member, janitor, secretary, etc., he treats everyone that he interacts with in a respectful manner based on my own experience and observation. He is skilled at diffusing stressful situations by calmly talking to the multifaceted parties involved in conflict to develop possible solutions to remedy long-standing issues.

Dr. Waronker brought hope of a stable school district where stability is desperately needed. Change is a difficult thing for some people to deal with. Some people are uncomfortable with truths being discussed and discovered. There are long standing practices within the district that are and have been unethical, detrimental to the academic progress of the students, retaliatory in nature, illegal and controversial. Dr. Waronker was in the process of revealing these findings and remedying them so that all stakeholders within the district could 'empower learners and inspire leaders to make this a better world', as the mission statement of the district suggests we should.

Dr. Waronker leads with humility, empathy and courage. I pray for his speedy return to the Hempstead School District as superintendent so that we may work together as stakeholders to responsibly educate the youth of Hempstead.

Sincerely,



Jaimee Hazel
Science Teacher

Exhibit H

114 Shepherd Street
Rockville Centre, NY 11570

January 23, 2018

To Whom It May Concern:

I have been a teacher employed by the Hempstead School District for 24 years. I hold certifications in English, Business, Family and Consumer Science, and Elementary Education. I currently serve as the Senior Representative for the HCTA in the high school.

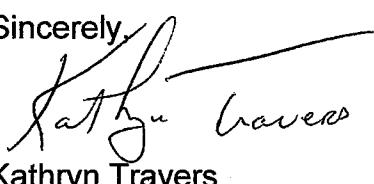
I understand that Dr. Shimon Waronker has been accused of using intimidation tactics and that this accusation is the basis for Dr. Waronker's suspension as Superintendent of the Hempstead School District. As senior union rep for the HCTA in the high school, and because I sit on several committees, I bear witness to many interactions with Dr. Waronker. These involve meetings between Dr. Waronker, the high school administrators, HCTA the rank and file, the clerical staff and the security staff. I wish to aver that after many contacts of this type I have never witnessed Dr. Waronker use any form of intimidation or harassment against anyone.

I am in an excellent position to make such a determination because of my involvement as a union rep, and because, as such, I have been the victim of real intimidation and harassment. This is detailed in the attached letter I sent to Dr. Waronker to document abuses and to seek a remedy. (See Attached)

The change in the atmosphere of the high school during the short period of time Dr. Waronker has been in charge was remarkable. There was a growing spirit of hope in both the students and parents that better days were ahead. This is important in light of the dismal student performance that prior administrations have been responsible for. In fact, upon the removal of Dr. Waronker's appointee Principal Kenneth Klein, a large number of students gathered under the overpass in protest of his removal.

I stand willing to testify under oath that the only thing Dr. Waronker is guilty of is employing best practices for schools and trying to inspire true professional behavior in the high school administration. Asking for personal accountability and investigating accusations of mismanagement do not constitute intimidation or harassment. They constitute normal and ethical professional management.

Sincerely,



Kathryn Travers

RECEIVED

JAN 23 2018

LAW OFFICES OF
FREDERICK M. DUNN, ESQ.

114 Shepherd Street
Rockville Centre, NY 11570

Dr. Shimon Waronker
Superintendent
185 Peninsula Blvd.
Hempstead, NY 11550

September 18, 2017

Dear Dr. Waronker:

I am writing this letter in response to a petition that has been signed by some Hempstead High School teachers. The petition seeks to show support for the tenure of Stephen Strachan as principal of Hempstead High School. I suspect that those signing the petition are either unaware of the many negative things Mr. Strachan has done, or they have benefited in some way from his friendship.

I am a union rep. and I have been working in Hempstead for 24 years. I can say without hesitation that Mr. Strachan has caused more grievances to be filed for contract violations and violations of both the Education Law and Labor Laws than any other principal I have known.

In response to my union activities he has taken the below listed retaliatory actions against me:

Mr. Strachan actually told me that when teachers are at work "you are ours" and negotiated time and benefits could be suspended on his whim if he chooses to do so. He insisted that *he* is the interpreter of the contract and that past practice and previously settled grievances have no bearing on his decision process.

In addition to teaching the twelfth grade curriculum, I help students apply for scholarships. Mr. Strachan knew that I both enjoyed and was successful at obtaining scholarships for graduating students. For no educationally sound reason he threatened to transfer me to the Middle School. I asserted my rights as a union rep under labor law and had to threaten legal action before he would back down. He then publically posted that I would be teaching 9th grade English for the upcoming year. When I questioned him on this he said that there was a teacher requesting maternity leave, as though there were no teachers junior to me who could have been assigned to fill the spot. His intention was obviously punitive and clearly revealed that the students are not his first priority. When I started this school year I discovered that I was left teaching 12th grade. However, while I kept my teaching assignment I was given 4 room changes. I suspect that his suspension upset his plan to punish me.

He repeatedly disrupted my prep period and ordered me to attend unscheduled meetings. He termed this random harassment "professional development meetings" and used the time to discuss inane issues. He also had presenters deliver material that had little applicability to our jobs. This was a clear violation of our contract since there is allotted time at the end of the day for professional development.

He ordered me (and other teachers) to provide dumbed down work for students who were failing because they were excessively absent from class. His purpose was to falsely increase the number of students graduating even though they could never complete the same work as students

who were in attendance or passing. There was a sense of intimidation and the threat of public shaming if one did not comply. According to Mr. Strachan, if you did not provide a packet for a student it was because you really did not care about the future of the child.

The following actions were not specifically directed at me:

At Christmas/Chanukah time Mr. Strachan provided a schedule for each department to take a day and provide breakfast and lunch for the entire staff. Although this was announced as a "voluntary activity", he applied pressure on the Instructional Coaches and Assistant Principals to insure that their departments were participating. This resulted in almost 2 weeks of a competitive feeding frenzy where some teachers and Mr. Strachan spent more time in the cafeteria than in their classroom.

At the end of the school year Mr. Strachan ordered all teachers to pack up their rooms. He stated that he intended to switch teachers and classrooms in the entire school. Mr. Strachan had no rational (let alone educational) justification for upsetting the entire union membership in such a manner. This dictatorial and capricious behavior frustrated and disturbed many dedicated teachers, including myself, who felt we were pawns in some sick game. The upshot was that those teachers who he saw in a favorable light were given rooms with minimal movement. This year others are dealing with multiple room changes between both floors and buildings. This is power run amok.

Our contract clearly indicates that the district must provide teachers with personal locked space to secure items like purses, umbrellas, coats, wet boots, etc. The union solved the problem with a plan to identify and reassign existing locked spaces. All we needed was cooperation. When I presented the plan, Mr. Strachan refused it. Instead, he purchased small half lockers too small to contain many of the ordinary items humans normally take with them to work. Why did he waste the money? Additionally, our professional staff room now looks like a gym locker room.

Mr. Strachan ignored union requests to solicit ideas to finally resolve the many parking and traffic flow issues on the high school grounds. Instead he made unilateral decisions and the chaos of cars parked out of stalls, and cars parked in violation of the fire lanes continues on school grounds to this day.

Please consider these issues as a counterbalance to those who would praise Mr. Stephen Strachan as a dedicated educator, or as someone with decent, ethical, management skills.

Sincerely,



Kathryn Travers

Exhibit I

January 23, 2018

To Whom It May Concern:

My name is Dearl Topping. I have been teaching in the Hempstead School District for the past seventeen years. When I first started in September, 2001, I was pleased with the operations of the district. Every district has their own unique problems.

As the years passed, I became more disillusioned with the district. The constant changes in the school board, turnover in the teacher population and administration and the lack of parental support. Every time there was a change in leadership, children never seem to factor into the concern of the leadership. New ideas, in how to operate the school, were just old ideas with new names. For example, Connected Math was introduced in the middle school in 2006 to students who could not read on grade level. Math scores did not change. In fact, they dropped. Math Connect by McGraw Hill was introduced years later with no increase in the math scores. Common Core Math was introduced in 2014. Last year, 2017, Go Math was introduced into the elementary and middle schools and, yet, the main problem has not been addressed. Students continue to read below grade level.

Last year, when the board selected Dr. Waronker to be the Superintendent, I saw a ray of hope. He met with all stakeholders to explain his vision for the district. He wanted to know what each of us could do or what we needed to help turn the district around from its dismal status. It was the first time in seventeen years, I felt like someone was interested in my feelings and what I could personally do to help the district. Many people in the district yell, "Children First", but did not live up to their message. When Dr. Waronker took control of the district and spoke about the needs of the children, he did not just talk, he had a vision, a plan to overhaul the infrastructure, the curriculum and most important, improve the destiny of the children.

It would be ashamed to allow this district to continue in the manner it has in the past. Give Dr. Waronker an opportunity to continue what he started.

Sincerely yours,



Dearl Topping

RECEIVED

JAN 23 2018

LAW OFFICES OF
MICHAEL J. TANNENBAUM

Exhibit J

Date: January 23, 2018

To: All Concerned Parties

From: Robyn C. Outlaw

Re: Superintendent Shimon Waronker

I write this letter as a show of support for the return of Shimon Waronker to his rightful position of Superintendent of Hempstead Public Schools. His placement on the administrative leave by the board of education is unwarranted. It is a blow to our district as whole. The moment he arrived he espoused a philosophy of collaboration, fairness, justice and hard work. He practiced a type of service leadership that was reassuring; never intimidating. He remains dedicated to putting the needs of our students first.

I've been a teacher in this district for over twenty years. I've witnessed the revolving door of administrators first hand. Superintendent Shimon Waronker is a refreshing change from the previous leaders we've encountered. You only have to look at the district's performance/problems over the last 20 years as evidence. We are Long Island's most troubled district.

I implore you to do the right thing by our children, our schools and our community. Please support the reinstatement of Shimon Waronker to Superintendent of Hempstead Public Schools. Give him the support he needs to turn around our embattled schools. Thank you.



JAN 23 2018

LAW OFFICES OF
FREDERICK K. BREWING, PLLC

Exhibit K

Frederick Brewington

From: Shimon Waronker <uspwaronker@gmail.com>
Sent: Tuesday, January 23, 2018 3:06 AM
To: Frederick Brewington
Subject: Fwd: Affidavit

----- Forwarded message -----

From: MacGmail <sjfcedu@gmail.com>
Date: Tue, Jan 23, 2018 at 2:53 AM
Subject: Affidavit
To: Shimon Waronker <uspwaronker@gmail.com>

I, Dr. Varleton McDonald, declare under pains and and penalties of perjury, pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of my knowledge.

I have known Dr. Shimon Waronker for over a decade. I was his Network Leader (i.e. Superintendent) in the New York City Department of Education, while he led two different schools MS 22 in the South Bronx and PS 770 in Brooklyn, NY. I am a great admirer of Dr. Waronker's work and when he asked me to become the Chairperson for The New American Academy Charter School, I accepted this unpaid volunteer position. I read from Trustee Stith's Affidavit that I am the Chairman of the Board of the New American Initiative ("NAI"): this is not the case, as Nancy Miller serves in that role. I have no role in NAI whatsoever. In 2013, I retired from the New York City Department of Education. IN 2015, I obtained a post as an Executive Leadership consultant with Reach, Inc. My work focused on Hempstead High School from 2015-2017 wherein my responsibilities were to structure effective ways for administrative personnel to think and make decisions that best supported improvement in pedagogy and enhance student performance. I also focused on data analysis and observed that student attendance data negatively impacted student discipline school culture and student achievement, because the attendance office had no follow through (did not make calls home, did not make home visits and did not disenroll students even when the students had been no shows for years).

As a consultant I met with guidance counselors and attendance personnel to determine what processes they followed to monitor student attendance, track

student attendance and discharge students.

At that time they were unable to provide district policy on attendance. Although they informed me that they were trained no one was able to present in writing attendance policy which in most cases would include appropriate ways to identify and discharge students.

Dr. Waronker asked me to join him as his Deputy Superintendent. I agreed, obtained a waiver (since I was retired) from the New York State Education Department, and began in early November, 2017. I noticed the same things happening in the attendance office and the guidance counselors that I had seen there as a consultant. Working closely with the Superintendent, attendance staff, guidance counselors and administrators we began to look at each student and determine what the student's needs were. We found that close to three hundred 12th graders were no shows (meaning that they had not been attending school for over 20 consecutive days) – in many cases the students had not been attending for over two years. He said to everyone and specifically to the attendance staff that phone calls, letters and home visits were required prior to discharging of students.

The Superintendent said very clearly to all assembled that we need to have accurate numbers for the State. The Commissioner wanted to know how many students we actually had. Dr. Bierwirth, the Distinguished Educator, had discrepant numbers from Associate Superintendent James Clarke (he said we had 690 12th graders), the attendance office that said that we had close to 900 students and the High School which was reporting about 800 students. He wanted real numbers.

As Dr. Waronker and I investigated this with the attendance, guidance counselors and administrators, we found that there were 872 students enrolled, but 294 of them were no shows, and this meant that there were 578 students in 12th grade. It is important to have accurate numbers, otherwise we are billing the State for students we actually don't possess. Dr. Waronker didn't care that the drop out rate would soar under his leadership. He wanted accurate numbers being submitted to the State.

I attest that Dr. Waronker is a man of integrity, compassion, and incredible dedication for our students. As an African American, I stand with him. As a friend, I am appalled by the treatment he has received.

I just want to add that because of my association with Dr. Waronker, the Board dismissed me on January 18, 2018. I did not have any bad reviews, nor advance

notice of my termination. The Acting Superintendent Regina Armstrong did not have a conversation with me. I heard from my friends in the District on January 19, 2018 of my termination.

Mac

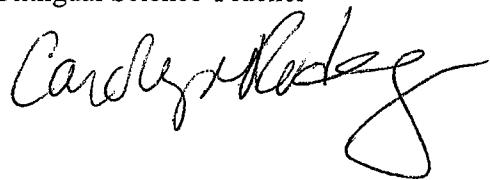
Exhibit L

1/22/18

To Whom This May Concern,

I am a teacher at Hempstead High School for the past 12 years. Dr. Shimon Waronker came into Hempstead School District and collaborated with teachers, staff, students, parents and the community. Dr. Waronker has a clear and proven plan to improve the performance of students and to improve the working conditions of the district for all staff. I was very pleased to meet him, he is very approachable and for the first time in the past 4 years I felt that we have a good opportunity to bring Hempstead back to a place where we could be one of the best schools on Long Island. I can with all my experience say that the teachers at the High School have always been and continue to be totally open and dedicated to the students and parents of Hempstead. Dr. Waronker meet with teachers by department and generated lists of recommendations to improve student performance. Again, for the first time in the past years, I felt very comfortable in proving suggestions that will clearly improve overall success rate for all students. Thank you for your immediate attention to the dire needs of the students of Hempstead School District.

Carolyn Rodriguez
Bilingual Science Teacher



RECEIVED

JAN 23 2018

LAW OFFICES OF
FREDERICK K. BREWINGTON

Exhibit M

January 23, 2018

Betsy Leib
Science Department
Hempstead High School
201 President Street
Hempstead, New York 11550

To Whom it May Concern:

I am a Science Teacher at Hempstead High School as well as the President of the Hempstead Classroom Teachers Association. I have been employed by the Hempstead School District for the past eleven and one half years. During my tenure in the Hempstead School District there have been six Superintendents of which Dr. Waronker was the fifth.

Dr. Waronker is the first Superintendent that has wanted to bring about major change for our students, working hand in hand with teachers to make that change. He went from Department to Department in the High School empowering teachers by telling them they know what is best for their students as we are on the front line. He allowed the members of each department to submit educational needs and plan that would, in their opinion, turn the High School around academically.

Hempstead High School and the ABGS Middle School are Receivership Schools and as such are subjected to changes in how each school is run. For over a year the District sat down with the Union and tried to reach an agreement but to no avail. It was clear that the districts position was that we were to accept what they offered. Stephen Strachan was part of this negotiating team. Dr. Waronker came to Hempstead June 2, 2017 and by the middle of June a settlement was reached on Receivership negotiations, and the members of the union in the High School and the Middle School Ratified the agreement.

As a former school board member and Vice-President (Cold Spring Harbor School District) I can attest to how important it is to have leadership that works with and listens to its' employees. Hempstead does not want good leadership, they are looking to continue with the same failed programs they have had for years. We need competent leadership that will help the district go from zero to first. Dr. Waronker is that person.

RECEIVED

Sincerely,

Betsy Leib

Betsy Leib

JAN 23 2018

LAW OFFICES OF
PETER J. KELLY, ATTORNEY

Exhibit N

January 22, 2018

To Whom It May Concern:

This letter is written to affirm that Dr. Shimon Waronker was intentional on teacher collaboration and wanted the best for the school district based on what he displayed in meetings and individual conversations. I was not intimidated by Dr. Shimon Waronker and I believed that he encouraged the use of innovative ideas to be held in classes. He had visited my classes several times during the year. For the time frame that he has been in the district, it was important to him that teachers work together to collaborate on various items. It was also important to him that students' grades and Regents scores improved. He tried to allow the teachers to have access to their students without feeling pressured or bullied by the administration.

For far too long some teachers have felt unappreciated, bullied and intimidated by previous local high school Administration as well as higher Administration within personnel with threats of losing their jobs. Teachers have been imposed with 75 minutes per class as well as had to teach a full year's worth of information in a semester. Each time some teachers were observed informally or formally, appropriate feedback was not always given nor did the APPR scores at the end of the school year reflect that teachers were diligently working hard. Due to the shortened school year, it has been apparent that the students' and teachers' scores and ratings plummeted.

During some meetings that were held with Dr. Waronker, he tried to empower teachers to take back their schools by taking back their classrooms without fear of repercussion.

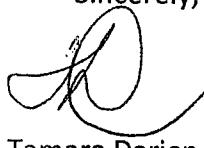
It is important to understand the Dr. Waronker was one of the first superintendents to walk through the buildings of all of the school districts to find out what structural issues were present as well as identify the needs of the building. In several of the meetings that we've had, Dr. Waronker stated that teachers needed to take back they're building, identify what's going well and what's not going well. He stated that he would support them if they did what was the best since teachers are the ones that are on the front lines and they understand the needs of their students. It was difficult to hear that Dr. Waronker was suspended as a result of pipes freezing in the building. This was something that should have been taken care of by previous Administrations but wasn't. Issues of pipes in the building are not something that can be seen in overall walkthroughs.

For far too long, problems had been occurring and we were subjected to negative things happening. In order for progression of our school district, we need the change that would empower teachers and students. Thank you in advance.

RECEIVED

JAN 23 2018

LAW OFFICES OF
FREDERICK K. DARIEN

Sincerely,

Tamara Darien

Science Teacher

Exhibit O

1/22/18

Dear Judge Hurley,

I am writing this letter to affirm that Shimon Waronker came into Hempstead School District with the very best of intentions of collaborating with teachers, staff, students and the community at large. He asked for and accepted letters from teachers regarding our schedules and anything else we chose to write about. He held community forums to hear from the students and parents. He came to the high school on multiple occasions to meet with teachers at both general and department meetings. I felt extremely comfortable with Shimon. He treated us like his equals. I felt we were partners in education. For the first time in my 20 years in this district, I felt like our voices as teachers mattered. He felt that we, as teachers, should be the first to determine the students' needs and that principals should assist us in meeting those needs. Shimon assisted me in speaking to a student who was "not ready for class" on one occasion. The student came back to my class with a much better attitude.

At no time and in no way have I ever felt intimidated by Shimon Waronker. He is the best thing that ever happened to this district. Please send him back as soon as possible.

Bridget Billings
Science Teacher
Hempstead High School

RECEIVED

JAN 23 2018

LAW OFFICES OF
FREDERICK K. BROWN, JR.

Exhibit P

211 North St.
Manorville, NY 11949

January 23, 2018

To Whom It May Concern,

I am a teacher of the Hempstead School District. I have been employed as such for 21 years. I hold a BA in Special Education, MA in Reading Literacy as well as a MA in School District Administration.

I am currently the 1st Vice President of the Hempstead Classroom Teachers Association however I am writing this letter NOT as the Vice President but as a concerned teacher.

This is the first time in my 21 year tenure with the District that any administrator has given the opportunity for voices to be heard from teachers. Dr. Waronker came to the district with the approach of bottom up leadership, believing that teachers are on the frontlines of education and, as such, should be a part of decision making.

The atmosphere under Mr. Kline, the principal who was let go recently was also one of collaboration.

At no time did Dr. Waronker or Mr. Klein, the high school Principal treat anyone with intimidation. We were always invited to be part of the decision making process. This district is one of retribution and punitive measures. People are arbitrarily moved to other schools not based on the needs of students but on tactics of retaliation. If you speak out you are transferred.

Please help! The State seems unwilling and we need stability and Dr. Waronker is the man for the job.

When Mr. Klein was let go there was an overwhelming feeling of dread and despair. Every day without Dr. Waronker and Mr. Klein is a detriment to students and staff.

Respectfully,



Cheryl McCue

RECEIVED

JAN 23 2018

LAW OFFICES OF
WILLIAM J. McCUE, JR.
ATTORNEY AT LAW

Exhibit Q

1-23-2018

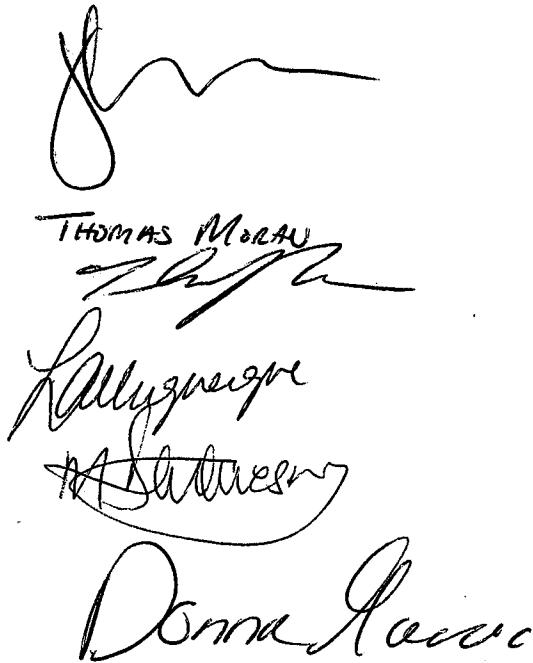
To whom it may concern:

We represent Hempstead schools in the capacity as teachers and coaches. For the first time in years, Dr. Shimon Waronker has brought a strong leadership and a commitment towards change.

We NEED someone with his strength of character and knowledge of education to improve this district. Our children deserve nothing less.

Thank you.

Joyce Koestenblatt



Handwritten signatures of Joyce Koestenblatt, Thomas Moran, Kallynne, and Donna Radde. The signatures are in cursive ink and are arranged vertically. The first signature is Joyce Koestenblatt, followed by Thomas Moran, then Kallynne, and finally Donna Radde at the bottom.

RECEIVED

JAN 23 2018

LAW OFFICES OF
FREDERICK K. BREWINGTON

Exhibit R

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

DR. SHIMON WARONKER,

DOCKET NO.: 2018-CV-
0393

(DRH)

Plaintiff,

- against -

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD
SCHOOL DISTRICT, DAVID B. GATES, in his
individual and official capacity, RANDY STITH, in his
individual and official capacity, LAMONT E. JOHNSON,
in his individual and official capacity, and Patricia Wright
as a necessary party in her capacity as Clerk of the
Hempstead School District,

Defendants.

-----X

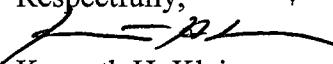
**DECLARATION OF KENNETH H. KLEIN
IN SUPPORT OF PLAINTIFF'S ORDER TO SHOW CAUSE,
AND MEMORANDUM OF LAW SEEKING INJUNCTIVE RELIEF**

1. I, Kenneth H. Klein, declare under the pains and penalties of perjury, pursuant to 28 U.S.C. Section 1746, that the following statements are true and correct, to the best of my knowledge.
2. In mid-October, I attended a meeting with Dr. Shimon Waronker, Robert Rodriguez, Sheena Lall, Jason Noone, Al Williams, Unique Redd, Elise Nicholson, and nine school counselors. Assistant Principal Olga Young was also present as she is the administrator that supervises the attendance team.
3. At this meeting, we reviewed the first set of names of seniors in the 2014 cohort, beginning with students whose last names started with "A." I don't recall exactly how many students we discussed, but it was about 60 students, one by one.
4. As each school counselor and attendance teacher/aide spoke about a particular student, Sheena Lall entered notes in the last column of a shared spreadsheet that was projected on a screen in the boardroom. In many cases (approximately 1 in 3), the whereabouts of a specific student were unknown to both the school counselor and the attendance teacher/aide. The most common comment for a student who was identified as a "no-show" for the 2017-2018 school year was that the student hadn't

been in school for a long time. In many cases, the attendance teacher/aide stated that the student hadn't been to school in one, two, or even three years.

5. Dr. Waronker routinely and repeatedly stated that the attendance teacher/aide should call the home, send a letter, and do a home visit to determine the status of each student. The attendance team members were to document their outreach efforts on PowerSchool. The first meeting lasted about two hours.
6. I recall speaking with both Robert Rodriguez and Dr. Waronker in my office shortly after the first meeting ended. We spoke about the logistics of discharging no-show seniors. I remember Mr. Rodriguez stating that he could mass drop them before his October 31st deadline to file a report due to the New York State Education Department. He stated that this would be more beneficial as the numbers wouldn't hurt us as badly. I didn't understand the significance of discharging the students before October 31st, but it was clear to me that Mr. Rodriguez wanted to assist. At no point did Mr. Rodriguez advise Dr. Waronker or me against dropping no-show students from the school rosters. In fact, he expressed his willingness to help and stated that his clerical team could process the discharges.
7. After the initial meeting, Dr. Waronker continued to meet with Sheena Lall, Jason Noone, the attendance teacher/aide, and each school counselor to continue to review each counselor's senior caseload. I do not know if others such as Robert Rodriguez or Olga Young attended these subsequent meetings. These meetings mostly took place once, sometimes twice, weekly and continued through the month of November.
8. After completing the list of seniors, Dr. Waronker and those mentioned in the preceding paragraph, continued to meet to review the status of students in the 2015 cohort. I believe that they started this work in early December.
9. The efforts that Dr. Waronker took to identify and locate no-show students were transparent to all parties involved. His directions regarding outreach efforts were also clear.
10. I was terminated on January 18, 2018. Acting Superintendent Regina Armstrong did not have any conversation with me, I had no negative letters to file, and the first I heard of my termination was when the Board read the resolution past midnight to the audience. I was dismissed in public and I believe that the only reason I was dismissed was because Dr. Waronker hired me to lead the High School.

Dated: Hempstead, New York
January 23, 2018

Respectfully,

Kenneth H. Klein

Docket No.: 2018-CV-0393 (DRH)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DR. SHIMON WARONKER,

Plaintiff,

- against -

HEMPSTEAD UNION FREE SCHOOL DISTRICT,
BOARD OF EDUCATION OF THE HEMPSTEAD SCHOOL DISTRICT,
DAVID B. GATES, in his individual and official capacity,
RANDY STITH, in his individual and official capacity,
LAMONT JOHNSON, in his individual and official capacity, and
Patricia Wright as a necessary party in her capacity as Clerk of the Hempstead School District

Defendants.

DECLARATION OF FREDERICK K. BREWINGTON AND EXHIBITS IN SUPPORT OF
PLAINTIFF'S SUPPLEMENTAL
MEMORANDUM OF LAW FOR A TEMPORARY
RESTRANDING ORDER, PRELIMINARY INJUNCTION
AND PERMANENT INJUNCTION

LAW OFFICES OF
FREDERICK K. BREWINGTON
Attorneys for Plaintiff
556 Peninsula Boulevard
Hempstead, New York 11550
(516) 489-6959