

October 14, 1999,

[REDACTED]  
[REDACTED]  
[REDACTED]  
Dear Ms. [REDACTED]

We received your letter dated October 7 in which you take issue with the decision to reach a settlement agreement with Mr. Leede. In your letter you express several very specific reasons why you would not have settled. You mentioned 1) sacrificing the students' interests for the district's, 2) letting the students down and betraying their belief that adults will take care of things and make them right, 3) sweeping the problem under the rug and 4) the settlement itself is a wrongful "vindication" of a man that has harmed your daughter.

I understand your strong desire to have this person punished for your daughter's sake. We are not in disagreement that he should be held accountable and suffer harsh consequences for any act that has harmed students.

There are limited ways in which we, as an employer, can punish an employee. We have a range of tools to try and correct misconduct or poor performance. In this case, the district removed Mr. Leede from his job of teaching, denying him the chance to practice his profession. Next, the district conducted an extensive investigation with the aid of an outside investigator. Based upon evidence gathered by the investigator, the district initiated discharge proceedings against this teacher, threatening the loss of his job, which is the ultimate form of punishment an employer can invoke against any employee. At the same time, the district reported Mr. Leede to the State, calling into question his license to teach, which is a clear threat to his ever being able to practice in his profession in this state again. Finally, the district has attempted to cooperate with law enforcement by sharing its investigative files with the detective and addressing his requests. Therefore, of the possible punishments Mr. Leede may experience (termination, loss of certificate to teach, and criminal sanctions) the district can only effect termination.

The settlement has not altered any of these punishments.

- Under the settlement agreement, Mr. Leede is not going to ever teach or have contact with students in Northshore again; he is terminated.
- Should he attempt to teach elsewhere (assuming he continues to have a certificate), all Northshore responses to reference checks will include the fact that he left employment under threat of discharge for unprofessional conduct and Northshore would not consider re-hiring him.
- His license to teach is still under state investigation and possible revocation.
- Any possible loss of liberties imposed by the criminal justice system is still pending, unhampered by the settlement.
- The only difference between the settlement and the punishment I believe you wanted was a clear statement that he was a molester.

Had the District gone ahead with a hearing, the only outcome we could have hoped for was a statement that Mr. Leede's interactions with students "lacked any legitimate educational purpose" and that the district "had cause to discharge him." Whether or not he had committed a crime would not be considered at this hearing.

On the other hand, the outcome of a hearing could have been very different. The hearing officer could have concluded that the district did not have sufficient reason to discharge the teacher. That outcome would have, no doubt, caused you to feel just as upset if not more than you are. In addition, the district would be left with having to engage him as a teacher again, a move that would have been divisive to the school and the community.

At no time would Mr. Leede have been found at the hearing to be guilty of a crime like child molestation. That type of statement (he has committed a crime against your daughter) can only come from the criminal justice system. Besides, going forward with the hearing and subjecting not only your child but all of the other individuals who came forward would have been an unnecessary ordeal since the settlement accomplished the same punishment: loss of his job and his opportunity to teach.

If the prosecutor were to file charges against Mr. Leede and bring him to trial for a conviction, students, parents, and staff would have to endure added stress and strain. We did not believe that punishing so many people yet another time was justified; besides, the criminal trial, if held, would be the place that the students and other witnesses would need to be their sharpest. Wearing away at the witnesses in a civil employment hearing that could be avoided seemed like the best course of action to take for the students, families and the prosecutor. In no way did the district sweep this under the rug.

I know that for you "settlement" comes across as a loss and, in losing, your daughter's experience and the experience of other "victims" feels as if they have been rendered meaningless. But I hope that with this letter you might see that your daughter's coming forward did contribute to Mr. Leede losing his job. And

October 14, 1999  
Page 3 of 3.

that, losing his job whether characterized as "involuntary discharge" or "voluntary resignation" is the only "punishment" the district can administer. The net result is the same; Mr. Leede does not have a teaching job.

You were also concerned about Mr. Leede's resignation taking effect in June and our agreement to pay his salary until then. What you may not know is that an employee who has requested a hearing to contest the discharge is entitled by law to continue to be paid until a final determination is rendered. It was probable that the final determination would occur well after the resignation date secured in the settlement. Therefore, he's receiving no more wages than he would have had we gone forward with the hearing.

The settlement does not vindicate Mr. Leede of wrongdoing; the nature and extent of his wrongdoing is left as accusation. The district did not condone any wrongdoing on his part. We punished him without causing further stress and pain on any victim or witness. It remains to be seen if the police, prosecutor and the State can accomplish the same outcome.

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Sincerely,

*Karen A. Forsys*

Karen A. Forsys  
Superintendent

c: Board of Directors