

BEFORE THE WASHINGTON STATE
EXECUTIVE ETHICS BOARD

In the Matter of:

No. 01-82

STIPULATION AND ORDER

I. STIPULATION

THIS STIPULATION is entered into under WAC 292-100-090 between [REDACTED] through her attorney, DIANE F. RUSSELL, and the EXECUTIVE ETHICS BOARD (Board) through BRIAN R. MALARKY, Executive Director. The following findings, conclusions, and agreements will be binding upon the parties to this agreement, if the agreement is fully executed, and if accepted by the Washington State Executive Ethics Board, and not otherwise.

A. RELEVANT FACTS

1. In August 2001, the Office of the Superintendent of Public Instruction (OSPI) told Board staff that, in the process of responding to a public records request, they had reviewed several documents which indicted that former Assistant Superintendent, [REDACTED] may have violated the Ethics in Public Service Act. On September 7, 2001, the Board staff received a complaint related to those documents. The complaint alleges that [REDACTED] used state resources for her personal benefit. The alleged use occurred when [REDACTED] worked as an independent consultant with a Longmont, Colorado based publishing and educational services firm, Sopris West Educational Services Inc. (Sopris West). In addition, the complaint alleges that while still employed by OSPI, [REDACTED] had an ongoing business relationship with Sopris West and participated in OSPI business agreements to provide service related to Reading Workshops and regional conferences sponsored by OSPI.

2. [REDACTED] was employed by OSPI and appointed to the position of Assistant Superintendent of Special Populations on July 1, 1999. She retired from OSPI on June 30, 2001.

In addition, while employed at OSPI, [REDACTED] was listed as a trainer and author on a Sopris West web site.

3. When hired by OSPI, [REDACTED] asked Superintendent of Public Instruction Dr. Terry Bergeson if she could continue with her private consulting business. According to [REDACTED] and Dr. Bergeson, they verbally agreed that [REDACTED] could continue her consulting work but she must restrict her practice to out of state clients and must not conduct her consulting work during her normal working hours.

4. OSPI records indicate that from October 1999 until June 2000, [REDACTED] used her OSPI assigned SCAN code to contact Sopris West in Longmont, Colorado fourteen times. These calls were recorded on the SCAN detail billings for [REDACTED] asserts that some of these calls were related to OSPI business with Sopris West.

5. OSPI's records indicate that between January 30, 2000 and June 14, 2001, [REDACTED] sent or received at least forty-two e-mail communications directly linked to Sopris West or [REDACTED] personal consulting business using OSPI computers. [REDACTED] e-mail correspondence also indicates that in May 2001, [REDACTED] started working with several Sopris West employees to coordinate Sopris West projects and presentations in several northwest states.

6. [REDACTED] acknowledges that she has known and worked with Sopris West for a long time. She has sold her books through Sopris West and has conducted training for them. From July 1999 until June 2001, Sopris West paid or reimbursed [REDACTED] as follows:

- (a) in July 1999, \$5000.00, plus \$1060.30 for expenses, related to conducting four days of presentations in Mobile, Alabama;
- (b) in July 2000, \$2000.00, plus \$557.98 for expenses, related to conducting two days of presentations for the Rocky Mountain Institute in Colorado;
- (c) in May (April) 2001, \$3000.00, plus \$1384 for expenses, related to conducting presentations in New Mexico;

(d) in April 2001, \$1040.62 for expenses related to presenting at a conference in

Kansas City;

(e) in February of 2001, \$636.28 for travel expenses to Colorado; and

(f) in May of 2001, \$589.95 for travel expenses to Colorado.

7. [REDACTED] asserts that while she worked on Sopris West projects she used personal holidays or exchange time that she had earned. In addition, while she did not request leave from OSPI for her Sopris West work, she documented the exchange time that she used on her personal calendar.

8. While employed by OSPI, [REDACTED] participated in personal service contracting decisions that involved several Sopris West trainers and authors. In addition, in May 2000 she authorized a \$2,400 personal services contract with Steve Kukic. Mr. Kukic was Vice President of Professional Services for Sopris West at the time.

9. In May and June 2000, [REDACTED] approved OSPI's purchase of textbooks from Sopris West, the purchases totaled \$13,942.50.

10. In the fall of 2000, Mr. Kukic asked [REDACTED] if she was interested in working for Sopris West's Northwest regional office. In December of 2000, [REDACTED] responded to Sopris West by letter indicating that she was interested in talking with them about their proposal. In March or April of 2001, [REDACTED] verbally accepted the offer of employment from Sopris West. After her retirement, Sopris West employed [REDACTED] as its Director of the Northwest Region.

11. In March 2001, [REDACTED] entered into a verbal agreement with Sopris West to provide registration and support services for the OSPI sponsored Summer Reading Camp. In prior years, OSPI Staff had coordinated registration for these conferences. A May 2001 e-mail from a Sopris West employee to [REDACTED] indicated that Sopris West's participation in the registration for the Summer Reading Camps could result in a profit of \$41,380.00.

12. [REDACTED] asserts that she complied with the terms of her agreement with Dr. Bergeson and confined her Sopris West work to out of state clients. In addition, [REDACTED] asserts that she did not intend to violate the Ethics in Public Service Act.

B. APPLICABLE LAW

1. RCW 42.52.020 provides:

No state officer or employee may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that is in conflict with the proper discharge of the state officer's or state employee's duties.

2. RCW 42.52.070 provides:

Except as required to perform duties within the scope of employment, no state officer or state employee may use his or her position to secure special privileges or exemptions for himself or herself, or his or her spouse, child, parents, or other persons.

3. RCW 42.52.120(1) provides, in relevant part:

(1) No state officer or state employee may receive any thing of economic value under any contract or grant outside of his or her official duties. The prohibition in this subsection does not apply where the state officer or state employee has complied with RCW 42.52.030(2) or each of the following conditions are met:

(a) ... ;

(b) ... ;

(c) ... ;

(d) The contract or grant is neither performed for nor compensated by any person from whom such officer or employee would be prohibited by RCW 42.52.150(4) from receiving a gift;

(e) ... ;

(f)

4. RCW 42.52.160(1) states:

(1) No state officer or state employee may employ or use any person, money, or property under the officer's or employee's official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee, or another.

C. AGGRAVATING & MITIGATING FACTORS

1. In determining the appropriateness of the civil penalty, the criteria in WAC 292-120-030 was reviewed. In the case at hand: (1) the violation was continuing in nature (WAC 292-120-030(2)(a)); (2) the violation impaired a function of OSPI (WAC 292-120-030(2)(d)); (3) the violation significantly reduced the public respect for, and the confidence in, state government employees (WAC 292-120-030(2)(e)); and, the violation involved financial gain to [REDACTED] current employer Sopris West (WAC 292-120-030(2)(f)).

2. In addition, it is an aggravating factor that: (1) [REDACTED] had significant supervisory responsibility and discretion (WAC 292-120-030(3)(d)); and, (2) [REDACTED] has incurred no other sanctions as a result of the violations (WAC 292-120-030(3)(f)).

3. It is a mitigating factor that: (1) [REDACTED] was unaware that her conduct violated the Ethics in Public Service Act; and (2) OSPI management allowed [REDACTED] to work for Sopris West without properly documenting her use of exchange time on an approved leave request form.

D. RESOLUTION

1. [REDACTED] and the Board wish to resolve this matter in a constructive way and in a manner that benefits OSPI, its employees, and the special needs students of Washington State.

2. [REDACTED] admits that she violated provisions of chapter 42.52 RCW:

(a) by improperly entering into a verbal agreement between OSPI and Sopris West, without conducting a competitive selection process, to provide registration services for the OSPI sponsored Summer Reading Camp after she had accepted an offer of employment from the firm; a violation of RCW 42.52.020, and RCW 42.52.070;

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(b) by participating in a personal service contracting decision regarding a Sopris West principal while working under contract with the firm, a violation of RCW 42.52.020;

(c) by accepting payment and expenses to conduct training for Sopris West one month after authorizing a significant purchase of textbooks from that firm, a violation of RCW 42.52.020, and RCW 42.52.120(1); and

(d) by using a state provided computers, e-mail access, and SCAN phone account to coordinate her participation in Sopris West business and conduct her outside work for that firm, a violation of RCW 42.52.160(1).

3. Recognizing that she is personally responsible for her conduct, [REDACTED] will pay a civil penalty in the amount of ten thousand dollars (\$10,000.00). This \$10,000.00 civil penalty is the amount remaining after reduction for the costs specified in paragraph 6. The Board agrees to suspend five thousand dollars (\$5,000.00) on the condition that [REDACTED] complies with all terms and conditions of this Stipulation and Order and commits no further violations of RCW 42.52 for a period of four (4) years from the date this Stipulation and Order is accepted by the Board.

4. The civil penalty is payable to the state Executive Ethics Board within forty-five (45) days of approval of this Stipulation and Order by the Board. Failure to make timely payment will cause the entire amount of the civil penalty to become due and payable within ten (10) days of the missed payment.

5. Sopris West will make a contribution of twenty thousand dollars (\$20,000.00) to OSPI. The Superintendent of Public Instruction or his or her designee shall administer the funds, provided that Sopris West or [REDACTED] will not benefit from any contract or grant that may result from OSPI's use of these funds.

6. In addition to the above, [REDACTED] agrees to reimburse the Executive Ethics Board and OSPI in the amount of five thousand dollars (\$5,000.00) for costs of investigation associated with this matter. The reimbursement of \$5,000.00 is payable to the *State of Washington* which will be remitted to the Executive Ethics Board within thirty (30) days of approval of this Stipulation and Order by the Board.

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7. The Board agrees not to request separate action by the Attorney General to seek damages or rescission of any state action described above, as provided for in RCW 42.52.490(1)(a) and RCW 42.52.510(1).

8. The Board agrees to dismiss as unfounded those additional allegations made against [REDACTED] in this matter between September 2001 and January 2002, including the allegation that [REDACTED] was improperly involved in OSPI's selection of Internet Insights to provide services for the Foundations for Learning: Safe and Civil Schools Project.

E. CONCLUSIONS OF LAW

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over [REDACTED] and over the subject matter of this complaint.

2. Pursuant to WAC 292-100-090(1), the parties have the authority to resolve this matter under the terms contained herein.

3. Settlement of this matter on the terms herein is subject to WAC 292-100-090(2) which states in part:

The board has the option of accepting, rejecting, or modifying the proposed stipulation or asking for additional facts to be presented. If the board accepts the stipulation or modifies the stipulation with the agreement of respondent, the board shall enter an order in conformity with the terms of the stipulation. If the board rejects the stipulation or respondent does not agree to the board's proposed modification to the stipulation, the normal process will continue. The proposed stipulation and information obtained during formal settlement discussion shall not be admitted into evidence at a subsequent public hearing.

F. RELEASE/EFFECT OF ORDER

1. If the Board accepts this Stipulation, the Board releases and discharges [REDACTED] from all further ethics proceedings under chapter 42.52 RCW for matters arising out of the facts contained in this complaint, subject to payment in full of the civil penalty owed in the amount of \$10,000.00 (\$5,000.00 suspended as noted above), restitution in the amount of \$25,000 as noted in paragraph D (5) and D (6) above, and compliance with all other conditions of this Stipulation.

2. [REDACTED] agrees to release and discharge the Board, its officers, agents, and employees from all claims, damages, and causes of action arising out of this complaint and this Stipulation and Order.

3. If this Stipulation is accepted, this Stipulation and Order does not purport to settle any other claims between [REDACTED] and the Superintendent of Public Instruction, the State of Washington, or other third party, which are now in existence or may be filed in the future except those claims made to the Executive Ethics Board shown as unfounded.

4. If this Stipulation is accepted, this Stipulation and Order is enforceable under RCW 34.05.578 and any other applicable statutes or rules.

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G. CERTIFICATION

I, [REDACTED] hereby certify that I have read this Stipulation and Order in its entirety; that my counsel has fully explained its legal significance; that I knowingly and voluntarily waive my right to a hearing in this matter; that I fully understand and voluntarily agree to this Stipulation.

[REDACTED]

Diane Russell 4/2/02
Diane Russell, WSBA # 16190 Date
Attorney for Respondent

Stipulated to and presented by:

B. R. Malarky Apr 4, 2002
Brian R. Malarky Date
Executive Director

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II. ORDER

Having reviewed the proposed Stipulation, WE, THE STATE OF WASHINGTON EXECUTIVE ETHICS BOARD, pursuant to WAC 292-100-090, HEREBY ORDER that the Stipulation is

_____ ACCEPTED in its entirety;

_____ REJECTED in its entirety;

X _____ *MODIFIED. This Stipulation will become the Order of the Board if the following modifications are approved by May 1, 2002.

DATED this 12th day of April, 2002.

James M. Vaché
James M. Vaché, ~~Chair~~

Laquita Fields
Laquita Fields, ~~Vice~~ Chair

Sutapa Basu, Member

Marilee Scarbrough
Marilee Scarbrough, Member

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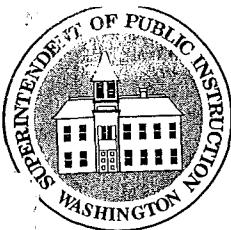
accept do not accept (circle one) the

4/25/02
Date

4/26/02
Date

[Signature]
Attorney for Respondent

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SUPERINTENDENT OF PUBLIC INSTRUCTION

DR. TERRY BERGESON OLD CAPITOL BUILDING • PO BOX 47200 • OLYMPIA WA 98504-7200 • <http://www.k12.wa.us>

OSPI INTERNAL INVESTIGATION

Employee(s) Involved: [REDACTED]

Type of Investigation: Ethics/Use of persons, money, or property for private gain.

Complainant: Nancy Vernon

Location of Occurrence: OSPI, Thurston County, State of Washington

Date(s) of Occurrence: August 6, 1998 – June 28, 2001
(Employment at OSPI)

Investigated By: Charles C. Schreck, Lead Investigator
Office of Professional Practices *C. Schreck*

Policy Areas, RCW & WAC OSPI Policy II.A.61 Endorsement & Support
RCW 42.52.160, WAC 292-110

SYNOPSIS:

On October 3, 2001, an investigation was initiated by OSPI into allegations that [REDACTED] former employee of OSPI, used persons, money, and/or property for private gain while employed by OSPI. (RCW 42.52.160)

As a result of a public disclosure request by Nancy Vernon of Tacoma, it was discovered that [REDACTED] may have used her OSPI email to correspond with staff members of SOPRIS WEST planning and coordinating SOPRIS WEST sponsored events.

BIOGRAPHIES

SOPRIS WEST

Educational publisher and professional development provider that offers techniques and curriculum for special-needs and high-risk youth. SOPRIS WEST is the parent company of Internet Insights. The main office is located in Longmont Colorado.

EMPLOYEES OF SOPRIS WEST contained in this report

Jan Babcock, Exhibit Coordinator and member of the Professional Services Team.
Joanna Huhman, Executive Administrative Assistant
Steve Kukic, Vice President of Professional Services
Steve Mitchell, Vice President Acquisitions and Development
Dawn Quintana, Conference Coordinator
Kathy Reischauer, Executive Administrative Assistant
Alicea Sarris, Marketing Coordinator
Judy Stockhouse, Read Well Director

OTHER PERSONS OF INTEREST contained in this report

Anita Archer

Anita Archer, Ph.D., serves as an educational consultant to school districts on effective instruction, classroom management, language arts instruction, and study skills instruction. Ms. Archer is the sole owner of Anita Louise Archer Ph. D., located in Portland Oregon. The principle products and/or services provided are consultation services to school districts on effective instruction, classroom management and study skills. The UBI # is 601 380 324 001. Listed on the SOPRIS WEST web site as an author and trainer.

Mickey Garrison

Consultant for education programs and programs for students with emotional and or behavioral disorders. Ms. Garrison is the sole owner of Educational Support Services located in Roseburg Oregon. The UBI # is 601 470 488 001. She is listed on the SOPRIS WEST website as an author and has participated in SOPRIS WEST sponsored conferences.

MARILYN SPRICK

RANDY SPRICK, Teaching Strategies, Inc.

Educational consultants, trainers, and authors. Mr. and Mrs. Sprick are President and Vice President of Teaching Strategies, Inc., located in Eugene Oregon. The principle products and/or services provided are educational consulting, direct marketing of books, audio and video products, teaching strategies, and seminars/workshops for school personnel. UBI # is 601 040 194 001. Both are listed on the SOPRIS WEST website as authors and trainers. Both have participated in SOPRIS WEST sponsored conferences.

NARRATIVE:

██████████ was employed by OSPI and appointed to the position of Assistant Superintendent of Special Populations on July 1, 1999 and retired from OSPI on June 30, 2001. While employed at OSPI ██████████ was listed on the SOPRIS WEST web site as a

trainer and author. After retirement, SOPRIS WEST employed [REDACTED] on August 15, 2001, as the Director of the Northwest Region.

[REDACTED] and two partners started a business in 1996 called Meaningful Work Projects. The business is located in Bremerton, Washington and provides educational seminars (wholesale) and educational materials (retail).

Records indicate that phone calls to Anita Archer, Randy and Marilyn Sprick began in October 1999 (Note: records prior to October 1999 were not available). While Anita Archer, Randy and Marilyn Sprick have their own consulting businesses they are also associated with SOPRIS WEST as authors and trainers. [REDACTED] has a professional and personal relationship with Ms. Archer and Randy and Marilyn Sprick.

During her employment with OSPI [REDACTED] called Anita Archer in Portland Oregon twenty-eight times, Randy and/or Marilyn Sprick in Eugene Oregon thirty-four times, and SOPRIS WEST in Longmont Colorado fourteen times. All these calls were recorded on the scan detail billings for [REDACTED]. One call to the Sprick personal residence lasted for 102 minutes.

Forty-six emails belonging to [REDACTED] were reviewed between January 30, 2000 and June 14, 2001. Forty-two of these are directly linked to SOPRIS WEST and/or [REDACTED] personal consulting business. These emails were communicated from the computer [REDACTED] used while employed at OSPI.

STATEMENTS

CHERYL MAYO

On October 19, 2001, Cheryl Mayo was interviewed in Yakima Washington. Ms. Mayo began her employment with OSPI in July of 1998 as the Associate Superintendent of Teacher and Learning. Ms. Mayo was appointed Deputy Superintendent in July of 1999 and supervised [REDACTED]. Ms. Mayo has been employed by the Yakima School District since June 2001 as the Academic and Program Improvement Officer.

Ms. Mayo was aware that [REDACTED] was involved in her own consulting business while employed at OSPI. Ms. Mayo was concerned about the appropriateness of her consulting and whether annual leave or comp time should be used. Ms. Mayo referred [REDACTED] to the Assistant Attorney General Skip Patterson.

Ms. Mayo was familiar with Randy and Marilyn Sprick and Anita Archer. Ms. Mayo indicated that [REDACTED] had a close relationship with Anita Archer. Ms. Mayo recalls that [REDACTED] was very concerned about the wording of proposed legislation the A+ Commission was proposing to the legislature. According to Ms. Mayo, [REDACTED] wanted to be sure the wording would allow districts to have a choice of using ESD staff, OSPI staff, or private consultants for some of their focused assistance needs.

KATHY BARLETT

On October 26, 2001, Kathy Bartlett was interviewed at OSPI in Olympia. Ms. Bartlett is the Director of Special Education Learning Improvement Projects. Ms. Bartlett met [REDACTED] in 1999 when she came to work for OSPI.

Ms. Bartlett attended a conference in the spring of 2001 in Tacoma. [REDACTED] had told her about this conference and that Anita Archer was the keynote speaker. The topic of the conference was Summer Reading Camps.

After [REDACTED] retired from she contacted Ms. Bartlett and asked her to meet with the Council for Children with Behavior Disorder (CCBD) and assist them with spreading the word about their first conference. Ms. Bartlett met with them in July and September of 2001. CCBD and SOPRIS WEST were sponsoring the Pacific Northwest Symposium at the Tacoma Sheraton in January and February of 2002. Ms. Bartlett authorized CCBD to use OSPI as a sponsor with SOPRIS WEST. (Refer FF #47)

JAN REINHARDTSEN

On October 29, 2001, at 2:00 P.M., Ms. Reinhardtson was interviewed at the Kent School District Office. Ms. Reinhardtson was employed at OSPI from September 1999 to June of 2001 as the program supervisor for the Disruptive Students/Alcohol Awareness Parent Training Program. The Kent School District Special Education Department presently employs Ms. Reinhardtson.

Ms. Reinhardtson was not aware of [REDACTED] doing work for SOPRIS WEST while employed at OSPI.

JO ROBINSON

On November 1, 2001, at 2:00 P.M., Ms. Robinson was interviewed at OSPI. Ms. Robinson is the Director of the Reading Excellent Act (REA) Program; [REDACTED] was her immediate supervisor prior to her retirement in June of 2001. Prior to coming to OSPI Ms. Robinson spent twenty-seven (27) years in the Longview School District.

Ms. Robinson and [REDACTED] met with Anita Archer on May 17, 2001. Ms. Robinson recalls this meeting as preparation for the OSPI Summer Reading Institute for REA schools.

Ms. Robinson called many vendors including SOPRIS WEST as part of her REA job at OSPI. These calls were requests for vendors to send and set up reading material for the expert panel to review, to request more information about their reading programs, to inform companies if their materials were approved, and to request that materials be picked up when the review process was completed.

The forms, handouts, and overheads with the name "Literacy Foundations" on the bottom are material Ms. Robinson developed for a training program titled "Creating a Three/Five Year Reading Improvement Plan" and used when she was with the Longview School District and in Roseburg Oregon schools before she came to OSPI. Ms. Robinson brought this material to OSPI. With the help of [REDACTED] she edited the material in the evenings and added the name "Literacy Foundation" on them in an effort to retain ownership. Some of the forms have SOPRIS WEST on the bottom. Ms. Robinson did some training for SOPRIS WEST with this material and included their name on some of the forms and inadvertently left it on some of the pages.

[REDACTED]
On November 6, 2001, at 2 P.M., [REDACTED] was interviewed at the law office of Diane F. Russell in Silverdale, Washington. Ms. Russell was present for the entire interview.

[REDACTED] said that when she came to OSPI she asked Dr. Terry Bergeson if she could continue with her private consulting business. According to [REDACTED] it was agreed that she could continue but must restrict it to out of state and not during her normal working hours.

[REDACTED] acknowledged that she has known of SOPRIS WEST for a long time. She has sold her books through Sopris and has conducted training for them. In the Fall of 2000 Steve Kukic, Vice President of Professional Services for Sopris, asked [REDACTED] if she was interested in working for Sopris in a regional office in the Northwest. In December of 2000, [REDACTED] responded to Sopris by letter indicating that she was interested in talking with them about their proposal. In March or April of 2001, [REDACTED] verbally accepted the offer of employment from SOPRIS.

[REDACTED] reviewed each of the forty-six (46) emails obtained from her computer as OSPI. She identified thirty-six (36) of the emails as either personal consulting business or SOPRIS WEST related business. These thirty-six were not related to OSPI business. Eight of the ten emails that [REDACTED] identified as OSPI business are also related to SOPRIS WEST.

[REDACTED] stated that the contracts between OSPI and Anita Archer, Randy Sprick, and Marilyn Sprick were all completed following proper contract procedures. [REDACTED] also stated that all the phone calls to these persons were OSPI related business related to the contracts.

[REDACTED] stated that her knowledge of the contract between OSPI and Internet Insights is very limited. She stated that she was not involved in the selection or review process.

FINDINGS OF FACT

EMAILS

1. January 30, 2000, 10:28pm, [REDACTED] responds from home to Nina Ziskin, Oakland Unified School District, regarding scheduling principal training before September 2000. [REDACTED] sends copy to her OSPI email address and provides her OSPI phone number. Personal business. [REDACTED] **stated this is her personal consulting business.**
2. August 15, 2000, email from Lenn Turner, Ohio regarding in-service by [REDACTED] on 8/21. Email forwarded to [REDACTED] OSPI email address from her home. [REDACTED] provided attached handouts to email and indicates she will make overheads. [REDACTED] traveled to Ohio and met with Lenn Turner on 8/21/00. [REDACTED] **stated this is her personal consulting business.**
3. March 22, 2001, 12:36 pm. Email from [REDACTED] to Patricia McRae regarding Step Up to Writing training July 29, 30, and 31 in Seattle. [REDACTED] will have Sopris send a catalog to Patricia and indicates she will be in Alaska on August 15. [REDACTED] **stated this is SOPRIS WEST business.**
4. May 1, 2001, 8:48am. Email from [REDACTED] to Steven Kukic, Vice President of Professional Services for Sopris, regarding Montana State Reading Conference. [REDACTED] indicates she will do a presentation and exhibit to get her "foot" in Montana. [REDACTED] traveled to Bozeman Montana June 18-21, 2001. [REDACTED] indicates she is on "exchange" time for these dates. [REDACTED] **stated this is SOPRIS WEST business.**
5. May 1, 2001, 10:21am. [REDACTED] submits a proposal by fax for the NAESP Convention 2002 from OSPI office with OSPI email address. [REDACTED] **stated this is her personal consulting business.**
6. May 1, 2001, 12:25pm. [REDACTED] emails Steven Kukic again from SPI. She informs Stevan that she just faxed her proposal for the Montana State Reading Conference. [REDACTED] **stated this is SOPRIS WEST business.**
7. May 3, 2001, 8:50am. [REDACTED] forwards an email to her home she received at SPI from Dawn Quintana, Sopris Conference Coordinator, regarding Summer Reading Camp Workshops Update regarding enrollment and cost figures. [REDACTED] entered into a verbal agreement with SOPRIS WEST, Stevan J. Kukic, to conduct the Summer Reading Camp Workshops. [REDACTED] **stated this is OSPI business. (Refer FF# 8, 14,)**
8. May 3, 2001, 4:19pm. [REDACTED] emails Anita Archer, from SPI, requesting an agenda be emailed to Dawn Quintana at Sopris. [REDACTED] indicates she is faxing a brochure. [REDACTED] **stated this is OSPI business for the summer reading conference in Tacoma May 15, 2001. She stated that she asked Sopris to do the registration for the conference. SOPRIS WEST is listed as a co-sponsor with OSPI. In email**

(FF#7) Dawn Quintana estimates a 61.7% profit margin (\$41,380.00) for SOPRIS WEST. (Refer FF# 7,14,)

9. May 4, 2001, 10:05am. [REDACTED] emails Mark Jewell regarding a visit to Sopris. Original message sent April 13, 2001, 10:55am from [REDACTED] at SPI to Stevan Kukic & Steven Mitchell at Sopris. Visit scheduled for 29 & 30 of May. [REDACTED] indicates she has a private appointment on her calendar. No leave slips submitted for these days. [REDACTED] stated this is SOPRIS WEST business.

10. May 4, 2001, 12:56pm. [REDACTED] emails Joann at Sopris from SPI asking for name of hotel and directions. [REDACTED] stated this is SOPRIS WEST business.

11. May 8, 2001, 11:13am. [REDACTED] emails Steven Kukic, Sopris, from SPI regarding her new email address and computers at Sopris. [REDACTED] indicates she gave Glenn Rusyn, network administrator for Sopris, a call. She called 720-494-8215, SOPRIS on May 7, 2001. [REDACTED] stated this is SOPRIS WEST business.

12. May 9, 2001, 7:14pm. [REDACTED] emails Dawn Quintana, Sopris, from SPI regarding the WA CCBD & 2002 Institute. [REDACTED] advises Dawn to proceed with a contract. [REDACTED] stated this is OSPI business.

13. May 10, 2001, 8:24am. [REDACTED] responds from SPI to an email from Stevan Kukic regarding a summer reading camp. Refers to Anita's work and that she will see Anita next week and will talk to her. On 5/17 [REDACTED] traveled with Jo Robinson to Portland for summer institute planning with Anita Archer. No expenses or leave time submitted. [REDACTED] stated this is SOPRIS WEST business.

14. May 10, 2001, 2:32pm. [REDACTED] responds from SPI to an email from Dawn Quintana, Sopris, requesting an agenda for May 21 & 22. [REDACTED] faxed the information to one or both of the following numbers; 509-963-1285, 253-627-3280. [REDACTED] traveled to Ellensburg 5/21,22 for Researched -Based Summer School Training with Anita Archer. [REDACTED] submitted expense voucher. 509-963-1285 is on scan record; this is a fax at CWU in Ellensburg. [REDACTED] stated this is OSPI business, SOPRIS is doing the registration. (Refer FF# 7,8,)

15. May 11, 2001, 8:28am. [REDACTED] responds to email from Dr. Kent Johnson, Morningside Academy, regarding an update. Refer to Institute day in June and Jo Robinson calling. [REDACTED] stated this is OSPI business.

16. May 14, 2001, 10:40am & 4:06pm. [REDACTED] responds from SPI to emails from Sarah Casken regarding a conference in Hawaii. [REDACTED] states that Sopris will be paying her travel and room. [REDACTED] forwards the email from SPI to her residence. [REDACTED] stated this is her personal consulting business.

17. May 16, 2001, 7:48am. [REDACTED] emails from SPI, Betsy, regarding handouts for adaptations. Discuss the Step Up to Writing program. [REDACTED] gives Betsy her new

Sopris email and address and phone. [REDACTED] **stated this is OSPI and Sopris business.**

18. May 17, 2001, 11:14pm & 11:19 pm. [REDACTED] emails Steve Mitchell, Sopris, from SPI, regarding Woodward transitional math review. **FF # 19,20,21,25,28,42.** [REDACTED] **stated this is SOPRIS WEST business.**

19. May 17, 2001, 11:30pm. [REDACTED] emails Steve Mitchell again from SPI indicating she is printing material of Woodward math project. Printed on OSPI equipment. [REDACTED] **stated this is SOPRIS WEST business.**

20. May 18, 2001, 7:50am. [REDACTED] forwards an email she received at SPI to her home from Steve Mitchell regarding the Woodward Math Project. [REDACTED] **stated this is SOPRIS WEST business.**

21. May 18, 2001, 9:17am. [REDACTED] emails Steve Mitchell, Sopris, regarding Woodard Math Project. [REDACTED] **stated this is SOPRIS WEST business.**

22. May 23, 2001, 2:03pm. [REDACTED] emails Judy at Sopris from SPI, regarding Summer Institutes. Association of Washington School Principals (AWSP) sent material to Sopris. [REDACTED] **stated this is SOPRIS WEST business.**

23. May 24, 2001, 3:04pm. [REDACTED] responds to email from Kathy Reischauer, Sopris, regarding presentation in Montana and [REDACTED] title. [REDACTED] **stated this is SOPRIS WEST business. FF# 4,6,29**

24. May 25, 2001, 10:39am. [REDACTED] confirms appointment with Sopris staff at the Raintree Bar on May 29, 2001 at 6:00pm, in Longmont Colorado. [REDACTED] calendar for May 29 & 30, 2001 show private appointments. Email of May 23, 2001 to Judy @ Sopris indicates [REDACTED] will be at Sopris Tuesday (29th) and Wednesday (30th). [REDACTED] submitted no leave slips. [REDACTED] **stated this is SOPRIS WEST business. FF# 9**

25. May 31, 2001, 11:57am. [REDACTED] emails John Woodward, UPS, regarding new prospectus. [REDACTED] inquires if he has talked with the reviewer for Sopris. Woodward mentions he feels there is a market for their material. [REDACTED] **stated this is SOPRIS WEST business.**

26. May 31, 2001, 11:27am. [REDACTED] schedules a dinner with Stan Pogrow in Seattle area. Stan is interested in talking with the publishers [REDACTED] mentioned to him about Super math. [REDACTED] **stated this is SOPRIS WEST business.**

27. May 31, 2001, at 3:13pm. [REDACTED] responds to email from Alicea Sarris, Marketing Print Coordinator for SOPRIS WEST. Alicea is requesting specific directions from [REDACTED] concerning a brochure and mailing for the WA CCBBD conference. Alicea assumes that [REDACTED] is preparing the text for the brochure. [REDACTED] **stated this is OSPI business.**

28. June 1, 2001, 9:24am. [REDACTED] responds to email from John Woodward, UPS. Woodward is in touch with Steve Mitchell and Joe Witt, both of Sopris. Witt is one of the reviewers mentioned in #25. [REDACTED] gives Woodward her cell phone and tells him to call. [REDACTED] **stated this is SOPRIS WEST business.**

29. June 4, 2001, 11:26am. [REDACTED] responds to email regarding hotel reservations in Bozeman Montana June 18 – 22. [REDACTED] **stated this is her personal consulting business. (Refer FF # 4,6,23)**

30. June 4, 2001, 11:38am. [REDACTED] responds to email from Dawn Quintana, SOPRIS WEST, regarding Mimi at Puget Sound ESD and the release of attendees at another workshop. [REDACTED] mentions what a great friend Puget Sound ESD is of Sopris and she recommends they release the names if they can. [REDACTED] **stated this is SOPRIS WEST business.**

31. June 5, 2001, 3:13pm. [REDACTED] continues email correspondence with Stevan Kukic of Sopris regarding releasing names mentioned in FF #30. [REDACTED] approves using State of Washington as sponsor thus allowing the release of attendee names. Ms. Wise **stated this is SOPRIS WEST business.**

32. June 6, 2001, 9:47am. [REDACTED] confirms dinner with Stan Pogrow, FF #26. [REDACTED] **stated this is her personal consulting business.**

33. June 6, 2001, 10:03am. Ms. Wise emails Steven Kukic, Sopris regarding Stan Pogrow his Super Math program. Inquiring if this is something Sopris would pursue. [REDACTED] **stated this is SOPRIS WEST business.**

34. June 6, 2001, 10:33am. [REDACTED] emails exhibit schedule to her home email. Ms. Wise **stated this is SOPRIS WEST business.**

35. June 6, 2001, 1:15pm. [REDACTED] sends conference proposal to 'elopez' and a copy to her home email address. The NAESP conference. [REDACTED] **stated this is her personal consulting business.**

36. June 8, 2001, 4:08pm. [REDACTED] sends a thank you email to 'Debe Brazil' for flowers. [REDACTED] refers to conducting the behavior initiative in Montana after leaving SPI. [REDACTED] **stated this is OSPI business.**

37. June 8, 2001, 4:54pm. Ms. Wise emails 'Clarence Wise' and Linda Jenkins, of Highline School District, regarding Melissa James and Pat Herzig and their interest in the Trainer of Trainers for Step up to Writing. [REDACTED] **stated this is OSPI business.**

38. June 11, 2001, 9:07am. [REDACTED] emails Patricia McRae regarding training, FF #37. Discusses having a consultant in Alaska. [REDACTED] **stated this is SOPRIS WEST business.**

39. June 12, 2001, 9:03am. [REDACTED] emails Jan Babcock, Sopris, requesting a timesheet be faxed to at 360-586-4650, SPI fax number. [REDACTED] informs Jan that she will get the WASA conference done tonight. [REDACTED] **stated this is SOPRIS WEST business.**
40. June 12, 2001, 5:28pm. [REDACTED] emails Jan Babcock, Sopris, the Yakima list. [REDACTED] **stated this is SOPRIS WEST business.**
41. June 12, 2001, 7:14pm. [REDACTED] email Gordon Linse, Puget Sound ESD, requesting receipt for exhibit fee at the Sped Summer Institute. [REDACTED] **stated this is SOPRIS WEST business. (Refer FF #31)**
42. June 12, 2001, 5:19pm. [REDACTED] emails John Woodward, UPS regarding Steve Kukic, Sopris, and contract awarded to Woodward. [REDACTED] **stated this is SOPRIS WEST business. (Refer FF # 20, 21, 26, 29)**
43. June 12, 2001, 7:38pm. [REDACTED] receives email from Dawn Quintana, Sopris, with attachments of budget documents for the Pacific NW Symposium. [REDACTED] forwards information to her home email address. [REDACTED] **stated this is OSPI business.**
44. June 12, 2001, 8:00pm. [REDACTED] continues emails with Dawn Quintana, Sopris, regarding budget. [REDACTED] **stated this is OSPI business.**
45. June 13, 2001, 3:46pm. [REDACTED] thanks Stan Pogrow and reminds him to call Sopris. [REDACTED] **stated this is SOPRIS WEST business.**
46. June 14, 2001, 1:20pm. [REDACTED] schedules a conference call with Bill Rasplica and Sopris staff regarding the Pacific NW Symposium. [REDACTED] **stated this is OSPI business.**
47. OSPI was listed as a sponsor for the Pacific NW Symposium in February 2002 on the SOPRIS web site. The week of October 8, 2001 OSPI was removed off the SOPRIS web site as a sponsor for the Pacific NW Symposium. [REDACTED] **stated that she authorized this.**

OSPI CONTRACTS

48. January 29, 2000, OSPI entered into a personal services contract, C120-315, with Randy Sprick, Teaching Strategies, Inc. [REDACTED] entered into a verbal agreement with Randy Sprick that work would begin prior to the execution of this contract. The Superintendent's designee was [REDACTED] called the Sprick office and personal residence 9 times between 10/13 & 1/29/00. [REDACTED] **stated that she probably did call the Spricks regarding the contracts; she said this would be normal practice.**

NOTE: Randy and Marilyn Sprick are President and Vice President, respectively, of Teaching Strategies, Inc., located in Eugene Oregon. The principle products and/or services provided are educational consulting, direct marketing of books, audio and video products, teaching strategies, and sponsors seminars/workshops for school personnel. The date of incorporation is August 10, 1987 and the UBI # is 601 040 194 001.

49. April 12, 2000, OSPI entered into a personal services contract, C120-387, with Randy Sprick. The Superintendent's designee was Jan Reinhardtsen. **Refer FF #48.**

50. May 15, 2000, OSPI entered into personal services contract, C120-403, with Mickey Garrison. The Superintendent's designee was Jan Reinhardtsen.

NOTE: Mickey Garrison is the sole owner of Educational Support Services located in Roseburg Oregon. The principle products and/or services provided are teacher training workshops. The first activity date is March 1, 1992 and the UBI # is 601 470 488 001.

51. May 17, 2000, OSPI entered into a personal services contract, C120-407, with Anita Archer, [REDACTED] was the Unit Administrator and Priscilla Scheldt was the Superintendent's designee. [REDACTED] called Anita Archer 12 times between 10/13/99 and 5/17/00 and met with her once in Tacoma on 5/5/00. [REDACTED] **stated that she probably did call Anita Archer regarding the contract; she said this would be normal practice.**

NOTE: Dr. Anita Archer is the sole owner of Anita Louise Archer Ph. D., located in La Mesa California. The principle products and/or services provided are consultation services to school districts on effective instruction, classroom management and study skills. The first activity date is March 24, 1992 and the UBI # is 601 380 324 001.

52. July 26, 2000, OSPI entered into a personal services contract, C120-606, with Puget Sound ESD. [REDACTED] was the Unit Administrator. Two of the trainers used by Puget Sound ESD were Mark Jewell and Anita Archer. **(Refer FF # 53, 52, 9, 8)**

53. On September 8, 2000, OSPI entered into a personal services contract, C120-627, with Internet Insights. Learning and Teacher Support was the originator and Jan Reinhardtsen was the Superintendent's designee. SOPRIS WEST owns Internet Insights. This contract was awarded to Internet Insights over GBA Systems based upon the evaluation and scoring of a of four (4) member reading team. Members of this team consisted of two employees of OSPI's Digital Education Interactive Technologies, a Network Analyst from Educational Service District 113, and a Computer Software Consultant from School Health Consulting. The reading team reviewed and evaluated the RFP of Internet Insights and GBA Systems on July 6, 2000.

GBA Systems made a presentation to OSPI staff and invited guests on February 22, 2000. The demonstration was scheduled from 9 A.M. to 12:00 P.M. [REDACTED] made a

scan call to SOPRIS WEST @ 303-651-2829 at 1:08 P.M. the same date. Internet Insights made a presentation to OSPI staff and invited guests on May 24, 2000.

54. October 13, 2000, OSPI entered into a personal services contract, C120-759, with Marilyn Sprick. [REDACTED] is Unit Administrator and Superintendent's designee. **Refer FF# 48.** [REDACTED] called the Sprick office and personal residence (102 min.) 4 times during Sept. and Oct. prior to this contract.

55. October 13, 2000, OSPI entered into a personal services contract, C120-747, with Anita Archer. [REDACTED] is the Unit Administrator. In a letter of justification to OFM dated October 4, 2000, [REDACTED] indicates that other consultants were considered, however, there is no documentation of the other consultants. Also, [REDACTED] states that an advertisement was placed in the Daily Journal of Commerce on October 1, 2000, and no responses were received. The advertisement in the Daily Journal appeared on October 3, 2000, allowing offerors 5 business days to submit capability statements. (**Refer FF# 51**).

56. October 18, 2000, OSPI entered into a personal services contract, C120-498, with Dr. Mark Jewell. [REDACTED] was the Unit Administrator. [REDACTED] arranges a visit between Mark Jewell and Steve Mitchell, SOPRIS WEST, regarding products developed by Mark Jewell. (**Refer FF # 9**)

57. December 22, 2000, OSPI entered into personal services contract, C120-837, with Warren Burton. [REDACTED] was the Unit Administrator and Jo Robinson was the Superintendent's designee. One of the pieces of material Warren Burton evaluated was from SOPRIS.

SCAN AND SCAN PLUS
PHONE RECORDS

58. From October 1999 through May 10, 2001, [REDACTED] called Anita Archer in Portland Oregon twenty eight times. Jo Robinson called the same number five times in January of 2001.

59. From November 1999 through May 25, 2001, [REDACTED] called Randy Sprick and or Marylin Sprick in Eugene Oregon thirty – four times. These calls were to their office and personal residence.

60. From April 2000 through January 2001, [REDACTED] called SOPRIS WEST in Longmont Colorado fourteen times.

61. June 24, 2000, @10:34 A.M., [REDACTED] calls from Missoula Mt. using her Scan Plus, to her Olympia office at SPI. Her June 2000 Travel Expense Voucher shows her departing Olympia for Spokane @ 8 A.M. on June 24, 2000.

MONETARY REIMBURSEMENTS

TO
[REDACTED]

While employed with OSPI, and prior to her official employment with SOPRIS WEST, [REDACTED] accepted the following monetary reimbursements and gift from SOPRIS WEST.

62. In July of 1999, \$5000, plus \$1060.30 for expenses, for 4 days of presentations in Mobile, Alabama.

63. In July of 2000, \$2000, plus \$557.98 for expenses, for 2 days of presentations for the Rocky Mountain Institute in Colorado.

64. In May (April) of 2001, \$3000, plus \$1384 for expenses, for presentations in New Mexico.

65. In April of 2001, \$1040.62 for expenses for presenting at the CEC conference in Kansas City.

66. In February of 2001, \$636.28 for travel expenses Colorado.

67. In May of 2001, \$589.95 for travel expenses to Colorado.

68. In December of 2000, a gift of a car blanket.

CONCLUSION

Based upon the Findings of Fact and the sworn statement of [REDACTED] it is evident that [REDACTED] used state resources under her official control and/or direction for her private benefit and/or gain while employed with OSPI. [REDACTED] used state resources to; 1) communicate with her future employer, SOPRIS WEST, coordinating events and meetings and 2) plan and attend events associated with her personal consulting business.

During her employment with OSPI [REDACTED] was listed on the SOPRIS WEST Web Site as a Trainer. Her biography stated that; "she is currently an assistant superintendent in the State of Washington." [REDACTED] accepted \$15,969.11 in consulting fees and travel expenses from SOPRIS WEST while she was employed with OSPI. In May of 2001, [REDACTED] entered OSPI into a verbal agreement with SOPRIS WEST to assist with the Summer Reading Camp Workshops. According to projected revenues SOPRIS WEST realized an estimated 61.7% profit.

OSPI RECOMMENDATIONS

OSPI requests reimbursement for the cost of this investigation and the use of state resources by [REDACTED] during her employment at OSPI.

Investigator's time from 10/9/01 – 11/16/01: 237 hours @ 21.94 =	\$5199.78
Investigator's travel to: Yakima 322 miles @ .345 =	\$119.09
Kent 120 miles @ .345 =	\$41.40
Silverdale 120 miles @ .345 =	<u>\$41.40</u>
TOTAL	\$5401.67

Use of measurable state resources 36 emails @ 5 minutes:
(Hourly rate of [REDACTED] 3 hours @ 43.19 = \$129.57

TOTAL REIMBURSEMENT = \$5531.24