In Re: Anthony Hamlet, : File Docket: 19-018

 Respondent : X-ref: Order No. 1791

: Date Decided: 7/26/21

: Date Mailed: 7/26/21

 Before: Nicholas A. Colafella, Chair

 Mark R. Corrigan, Vice Chair

 Roger Nick

 Melanie DePalma

 Michael A. Schwartz

 Shelley Y. Simms

 This is a final adjudication of the State Ethics Commission.

 Procedurally, the Investigative Division of the State Ethics Commission conducted an investigation regarding possible violation(s) of the Public Official and Employee Ethics Act (“Ethics Act”), 65 Pa.C.S. § 1101 et seq., by the above-named Respondent. At the commencement of its investigation, the Investigative Division served upon Respondent written notice of the specific allegations. Upon completion of its investigation, the Investigative Division issued and served upon Respondent a Findings Report identified as an “Investigative Complaint.” An Answer was filed, and a hearing was requested. A Stipulation of Findings and a Consent Agreement were subsequently submitted by the parties to the Commission for consideration. The Stipulated Findings are set forth as the Findings in this Order. The Consent Agreement has been approved.

**I.** **ALLEGATIONS:**

 That Anthony Hamlet, a public official/public employee in his capacity as the Superintendent of the City of Pittsburgh Public Schools, violated Sections 1103(a), 1103(d), 1104(a), 1105(b)(1), 1105(b)(5), 1105(b)(7), and 1105(b)(8) of the State Ethics Act (Act 93 of 1998) by utilizing the authority of his public position to obtain a private pecuniary benefit, namely when he solicited and/or accepted travel, hospitality, and lodging from a current/former vendor to the City of Pittsburgh School District; when he accepted honorarium in recognition of appearances, speeches and/or presentations which were directly related to his public occupation as Superintendent of the City of Pittsburgh Public Schools; when he approved the carry-over of unused vacation days for himself from one school year to the next when such was specifically prohibited by Hamlet’s employment contract; when he failed to properly utilize leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days; when he converted funds owed to the District for his own personal use; and when he failed to timely file Statements of Financial Interests as Pittsburgh City School District Superintendent for the 2017 and 2018 calendar years; failed to disclose all reportable sources of income on Statements of Financial Interests filed for calendar years 2016, 2017 and 2018; failed to identify his office, directorship or employment with Nova Southeastern University for calendar year 2016, as well as Educational Research & Development Institute (ERDI) for calendar year(s) 2017 and 2018; when he failed to identify the City of Pittsburgh School District as the Governmental Entity for which he served, upon all Statements of Financial Interests filed (calendar years 2016 – 2018); and failed to disclose all reportable Transportation, Lodging, and/or Hospitality upon Statements of Financial Interests filed for the 2017 and 2018 calendar year(s).

**II.** **FINDINGS:**

1. Dr. Anthony D. Hamlet (“Dr. Hamlet”) has served as the Superintendent of the Pittsburgh Public School District (“District”), Allegheny County, since July 1, 2016.

a. Dr. Hamlet was appointed to the Superintendent position via a Resolution approved at a May 18, 2016, special meeting of the Pittsburgh Public School District Board of Directors.

1. Dr. Hamlet was appointed to serve as the Superintendent for a term of five years spanning the time frame of July 1, 2016 – June 30, 2021.

2. Included within the Resolution was Dr. Hamlet’s employment as a consultant for the District from June 1, 2016 – June 30, 2016, for transition and planning purposes.

b. Dr. Hamlet was employed as a Director of School Transformation for the School District of Palm Beach County, Florida, immediately prior to his employment with the District.

2. The District is a Class 1A school district governed by a nine-Member Board of Directors (“Board”).

a. The Board is an elected body consisting of representatives of nine districts within the City of Pittsburgh (“City”) and Mt. Oliver Borough.

1. The Board also serves as the Board of Directors for the Pittsburgh – Mt. Oliver Intermediate Unit.

b. The Board serves a role as a policy-making body for the District.

3. Dr. Hamlet receives assistance with operation of the District through an executive cabinet consisting of the following:

a. Deputy Superintendent;

1. The Deputy Superintendent position is currently vacant.

b. Chief Operations Officer;

c. Chief of Data, Research, Evaluation, and Assessment;

d. Chief of Staff;

e. Chief Technology Officer;

1. The Chief Technology Officer position is currently vacant.

f. Chief Human Resources Officer;

1. The Chief Human Resources Officer position is currently vacant.

g. Chief Academic Officer;

h. Chief Financial Officer; and

i. Chief of School Performance.

j. Dr. Hamlet typically holds executive cabinet meetings every Monday.

1. Agendas for the executive cabinet meeting are typically created by Erika Fearbry-Jones (“Fearbry-Jones”), District Chief of Staff.

4. The Board routinely holds multiple public meetings each month including, but not limited to, Committee of the Whole Meetings, an Agenda Review Meeting, a Legislative Meeting, and a public hearing as follows:

a. Committee of the Whole Meetings are routinely held on the first Monday and Tuesday of each month.

1. The Business, Finance, and Minority Business Enterprise Committee Meeting of the Whole is held the first Monday of each month.

aa. A primary purpose of the Business, Finance, and Minority Business Enterprise Committee Meeting is to brief the Board on items relating to the general business and finance operations of the District (e.g., budget presentations, budget updates, presentation of tax abatement requests, special tax arrangement requests, etc.).

2. The Education Committee Meeting of the Whole (aka Education and Student Performance Committee Meeting) is held on the first Tuesday of each month.

aa. A primary purpose of the Education Committee Meeting is to brief the Board on items pertaining to education, departmental updates, student data, proposed plans of action, etc.

3. Policy Committee Meetings of the Whole are scheduled as needed.

aa. A primary purpose of the Policy Committee Meetings is to conduct a regular review of District policies.

b. The Board Agenda Review Meeting and Board Legislative Meeting are routinely held on the third and fourth Wednesday of each month, respectively.

c. The Board public hearing is routinely held on the fourth Monday of each month.

d. Special meetings are held as needed.

5. The District maintains additional ad hoc sub-committees which meet as needed.

a. The ad hoc committees include Negotiations, Policy, Government Relations, Communications and Marketing, School Safety and Security, and Education.

b. Ad hoc committees are composed of two to three Board Members and select District administrators.

6. Education Committee items and other Committee items proposed for consideration by the Board are typically developed by the Superintendent’s Cabinet.

a. New educational programs, curriculums, etc., may be initially presented for consideration and critique at an education subcommittee meeting.

1. The subcommittee members can provide feedback to the presenter of any questions, concerns, etc., to be addressed prior to presentation to the Education committee of the whole.

b. Presentation to the education subcommittee is not mandated.

1. Items may be placed on the agenda for the Education Committee as a Whole without the items first being presented to the education subcommittee meeting.

7. Voting at District legislative meetings typically occurs via individual roll call with the exception of the votes to approve prior meeting minutes and to adjourn the meetings.

a. The Board routinely votes to approve multiple agenda items in one all-encompassing vote per committee report presented.

1. Agenda items are itemized via individual subject number and item sub-number within specific committee reports presented (e.g., education, business/finance, etc.).

b. Abstentions should be specifically documented within the minutes.

8. The District utilizes BoardDocs to create the agenda for the Board Agenda Review Meeting and the subsequent Legislative Meeting held each month.

a. BoardDocs is a paperless meeting management/agenda software system designed for school districts, non-profits, etc.

1. Any District representative provided with a login and password to BoardDocs may submit an item to be placed on the agenda for consideration at the Board Agenda Review Meeting.

aa. Items placed on the agenda for consideration by the Board at the agenda review and/or legislative meeting are known as BoardTabs.

2. The BoardTabs entered into BoardDocs for agenda consideration are typically individually reviewed at Dr. Hamlet’s Superintendent Agenda Review Meeting held on the first Monday of each month.

aa. Attendees at the Superintendent’s Agenda Review Meeting routinely include Dr. Hamlet, the District Executive and Academic cabinet, Human Resources, department heads, and Deborah Willing (the BoardDocs Publisher).

9. BoardTabs entered into the BoardDocs system for agenda consideration are placed into one of four separate categories within the BoardDocs system as follows:

a. Proposal grant awards.

b. Consultants/contracted services.

c. Payment authorized.

d. General authorization.

10. The BoardDocs system uses an “approval tree” structure which requires continuous approval “up the chain-of-command” for placement of BoardTabs on the agenda.

a. Separate approval trees and workflows with differing individuals serving as authorizers can be created for differing item classifications.

b. Dr. Hamlet is typically the final authorizer for the following approval trees:

1. Purchasing/CI/Technology;

2. Purchasing/School Performance/Network E;

3. Data, Research, Evaluation, & Assessment (DREA)/Charter;

4. New Business; and

5. Walk-on.

aa. Walk-on represents items to be placed on the agenda that have missed the submission deadline for the Superintendent’s Agenda Review Meeting, have not been reviewed at the Superintendent’s Agenda Review Meeting, and require Dr. Hamlet’s ultimate authorization for placement on the agenda by the Document Publisher.

11. Board Members and the public may access both the Board Agenda Review Meeting and the Legislative Meeting agendas through BoardDocs once the agendas are marked “active.”

a. The agenda for the Board Agenda Review Meeting is to be active as of 5 p.m. on the first Friday of the month.

b. The agenda for the Legislative Review Meeting is to be active as of 5 p.m. the Friday prior to the Legislative Meeting.

c. The Board Members receive the materials to be addressed at the Legislative Meeting in paper copy form at his/her respective seat at the Board table the day of the Legislative Meeting.

12. In addition to having access to BoardDocs, Board Members are routinely supplied with a weekly Superintendent’s update/report on Friday via email.

a. The Superintendent’s update/report is not all-inclusive but is intended to document certain information regarding the Superintendent’s actions during the week on a high level. This can include schools the Superintendent visited, meetings attended, new programs introduced at the District, academic results, the Superintendent’s calendar for the upcoming week, answers to questions raised at agenda review meetings, etc.

b. The weekly updates are generated and disseminated by the Superintendent’s executive secretaries, with input from the Public Information Officer and Chief of Staff, via review of the Superintendent’s calendar, emails from administrators, the District calendar, etc.

c. Dr. Hamlet has little, if any, role in drafting the updates.

d. Published information describing the Board update and its purpose reads:

Each week the Board Member receive the Board Update. The purpose of the Update is for the Superintendent and executive staff to have regular communication with Board Members regarding important matters. Because the Update is more widely distributed than just to the Board, it does not include Personnel Matters, Legal Issues, or Bid Information. These topics are discussed with the Board at the Personnel Meeting and the Executive Session, both closed sessions allowed by the School Code.

The Update is divided into sections that include my community engagement of the past week, our follow-up responses to Board inquiries from previous meetings, background information for upcoming Board actions, important updates from departments, and forthcoming events that Board Members may want to be aware of and possibly attend. The Update provides the necessary information to support decision making.

The Update is distributed via email on Friday and can range from about three pages to a lot longer. It is published by the Superintendent’s Office, although various staff members write many sections. Our goal is to send it by the close of business. However, we will do what it takes to complete it so that it may come later that evening.

13. Bills/invoices received at the District for payment of contracts and/or other expenses are forwarded with supporting documentation to the District Controller’s Office for authorization of payment.

a. The Controller’s Office forwards the authorized bills/invoices to the District Finance Department for generation of a register documenting all checks to be issued.

1. The register generally identifies the payee, the reason for the payment, and the amount of the payment.

2. The register is signed by the Director of the Finance Department and the District Chief Financial Officer.

3. The register is sent to the Controller’s Office the day prior to generation of checks to be issued.

b. The District Controller’s Office is responsible for printing all District checks to be issued.

1. The Controller’s Office utilizes metal plates to affix the signature of the District Controller and the District Treasurer to all District checks to be issued.

2. A facsimile stamp is also maintained in the Controller’s Office for authorization of any handwritten checks which require a signature.

14. Approval/authorization to pay the monthly District expenses is generally granted by the Board at each Legislative Meeting.

a. The expense figure presented represents the total expenses paid by the District for the prior calendar month.

1. The Board’s approval of District expenses is a retroactive approval.

b. Approval of the monthly expenses is incorporated within the Board’s vote to approve/accept the Committee Report on Business/Finance.

c. This District has an annual budget of approximately $686 million.

15. Unless specifically requested, Board Members are not provided with, and/or do not have independent access to, any register or bill list detailing the individual monthly expenses to be approved at the Legislative Meeting.

a. Board Members have the ability, through BoardDocs, to identify the total expense figure to be presented for approval at the upcoming Legislative Meeting.

b. Board Members may request through the District Business Office a detailed listing of the monthly expenses to be approved at the upcoming Legislative Meeting.

16. The District maintains and utilizes a policy manual to guide the day-to-day operations of the District.

a. The policies and local Board procedures adopted by the Board are intended to guide the general/overall direction by which the day-to-day operations of the District are to be governed.

1. The District Policy Manual is a public document and is available through the District’s website ([www.pghboe.net](http://www.pghboe.net)).

2. All District employees have access to the District Policy Manual through the District website.

b. District employees are expected to comply with applicable Board policies and procedures.

17. As the Superintendent, Dr. Hamlet is a District employee subject to applicable policies and procedures included within the District Policy Manual.

a. Dr. Hamlet signed and dated a District Acknowledgement of Pittsburgh Public Schools Policies and Information form on June 2, 2016.

1. The Acknowledgment indicated that the policies specified on the form were available on the Pittsburgh Public Schools Policies website.

2. The Acknowledgment indicated that it was his responsibility to familiarize himself with the policies.

3. The Acknowledgment indicated that the policies specified on the form did not represent an all-inclusive register of Pittsburgh Public Schools Policies.

18. The District Policy Manual is composed of seven separate sections numbered by hundreds (100, 200, etc.), each consisting of multiple sub-sections identifying specific District policies.

a. Section 300 of the Policy Manual addresses District Employees.

b. Section 700 of the Policy Manual addresses District Finances.

c. Section 800 of the Policy Manual addresses District Property.

d. Section 900 of the Policy Manual addresses District Operations.

19. Section 300: Employees, as contained within the District Policy Manual includes, in part, Sub-Section 302 – Gifts and Sub-Section 317.2 – Sick and Personal Leave.

a. Sub-Section 302 provides, in part, the following:

1. A gift is any transfer to an individual, either directly or indirectly, where full consideration (measured in money or money’s worth) is not received in return.

aa. District employees are prohibited from, directly or indirectly, accepting or soliciting any gift or series of gifts from an individual or entity doing business with or interested in doing business with the District.

2. Any employee offered a gift of significant value or who believes a gift is offered by a restricted donor is to report such immediately to the Superintendent or designee.

b. Sub-Section 317.2 includes Administrative Regulation 317.2-AR-1 of 1 which addresses sick and personal leave and provides, in part, the following:

1. All absences resulting from sickness or accident must be certified by the employee.

2. A physician’s certificate is required when an employee is:

aa. Absent both on a Friday and the following Monday;

bb. When the absence is three days or more in duration;

cc. When an employee is absent both the day before and the day after a holiday period; and

dd. When, in the opinion of the immediate supervisor, an employee has used sick leave excessively in one- or two-day absences.

c. Sub-Section 309 is entitled Outside Activities/Consulting and provides that “any monetary renumeration received from [serving as consultants to other school districts, educational entities or others or to engage in writing or speaking activities] shall be retained by the employee.”

20. Section 700: Finances as contained within the District Policy Manual includes, in part, Sub-Section 714 – Travel and Professional Leave and Administrative Regulation No. 724-AR-1of 1 – Guidelines for Use of Procurement Cards.

a. Sub-Section 714 provides, in part, the following:

1. The Superintendent or designee, in consultation with the Board President, has the authority to approve professional leave for employees to travel on District business and for professional development so that employees may attend trips, make visits, attend official meetings, and represent the District at conferences held by organizations in which the District is a member.

aa. Expenses authorized for payment include necessary travel expenses, meals, registration, lodging, and other accompanying expenses.

2. The Superintendent or designee, in consultation with the Board President, has the authority to approve professional development leave not at Board expense for employees to attend conferences and seminars as requested by employees.

3. Any professional development leave at Board expense, regardless of reason, which requires travel out of the country and/or travel expenses in excess of $2,000.00 must be approved by the Board at a regularly scheduled or special public meeting.

4. Contract and/or grant conditions which require employee attendance at conferences and seminars are to be outlined when the contract and/or grant acceptance is presented to the Board to ensure that prior approval is obtained at a regularly scheduled or special public meeting.

b. Administrative Regulation No. 724-AR-1 of 1, provides, in part, the following:

1. Procurement Card use for personal purchases is strictly prohibited.

aa. Procurement Cards are to be used for District purchases only.

2. Misappropriation of funds requires full restitution to the District with interest.

c. The District issues complete payment for each of its individual Procurement Cards under Account No. x-3828 via one monthly debit documented as Corporate ACH Autopay Card Services x-3828 on the District General Fund statement from PNC Bank.

1. Dr. Hamlet’s personal assistants have access to and the ability to make charges on the Procurement Card issued to him by the District. His personal assistants routinely charge his Procurement Card in booking travel and other expenses for Dr. Hamlet.

 aa. Approximately 90% of the charges made on Dr. Hamlet’s Procurement Card are made by his assistants.

bb. In an interview with the Investigative Division, Dr. Hamlet acknowledged that his travel planning charges default to his Procurement Card unless he gives his assistants an alternative/personal means of payment.

21. Section 800: Property, as contained within the District Policy Manual includes, in part, Sub-Section 802 – Gifts, Grants, and Donations.

a. Sub-Section 802 provides, in part, the following:

1. The Board has the authority to accept gifts, grants and donations made to the District or to any school in the District.

aa. The Superintendent is authorized to act as the Board’s designee for acceptance of gifts and may accept gifts, grants or donations totaling a maximum of $1,000 in value.

i. The Superintendent is required to inform the Board of all accepted gifts, grants and donations at the next Legislative Meeting of the Board.

22. Section 900: Operations, as contained within the District policy manual includes, in part, Sub-Section 917 – Code of Ethics/Conflict of Interest.

a. Sub-Section 917 provides, in part, the following:

1. No Board Member, employee, consultant, independent contractor, or volunteer of the District shall use his/her position or any information received through his/her position to obtain a financial gain, other than compensation provided by law, for himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated.

2. No employee shall solicit or accept from any party doing business with the District or interested in doing business with the District anything of value except:

aa. Gifts from family members wherein the motivation is the family relationship;

bb. Non-pecuniary awards publicly presented in recognition of public service;

cc. Admission to charitable, civic, political or other public events or attendance at business meetings where refreshments or meals of nominal value may be provided;

dd. Travel expenses reimbursed for attendance at official meetings; and

ee. Samples provided as promotional materials (pens, notepads, etc.)

3. No public official or public employee shall accept an honorarium.

aa. The term “honorarium” as defined in the Policy excludes payments for “nonpublic” services.

4. The Superintendent and Secretary to the Board have responsibility for ensuring that a copy of the policy is provided to/available to all District employees.

5. The Superintendent and Secretary to the Board have responsibility for ensuring that prospective bidders and vendors, among others, are aware of the policy by whatever means practical and effective, including reference in bid specifications and requests for proposals.

23. The District typically follows an established procedure for approval of contracts in relation to professional services.

a. Details of the services to be provided are entered in the form of a BoardTab into the Consultants/Contracted Services section of BoardDocs by an employee of the office or department initiating/proposing the contract.

1. If the service/contract receives the appropriate approvals (via the applicable approval tree), the service/contract is placed on the proposed agenda for consideration/discussion at the Superintendent’s Agenda Review Meeting, the Board Agenda Review Meeting, or as a walk-on agenda item at the Board Legislative Meeting.

b. If approved by the Board, the contract initiator is to complete a Contract Request Form (“CRF”) and forward the CRF to the District Law Department (“Law Department”) for creation of a draft contract.

1. The Law Department creates a draft contract utilizing information contained within the CRF as well as information contained within the actual BoardTab approved by the Board.

aa. The Law Department relies on information documented within the BoardTab to generate the draft contract in the absence of a CRF.

2. The amount of detail included within the draft contract is directly proportional to the amount of detail present within the CRF and/or the approved BoardTab.

c. Once drafted, the Law Department emails the contract to the contract initiator for review and subsequent forwarding to the contractor/vendor.

1. The contractor/vendor is to review, sign, and return three original copies of the contract to the District.

aa. Upon receipt at the District, the original copies are presented to the Law Department and subsequently provided to the District Solicitor and Board President for signature.

i. Once signed by the District Solicitor and Board President, the contract is provided to the District Controller’s Office for final signature and return to the Law Department.

ii. The contract is considered to be fully executed upon signature of the District Controller.

d. After the contract is fully executed, the Law Department scans one original copy of the contract and provides the contract via email to the contract initiator, the District Controller, and the Finance Department.

1. The Finance Department must have a fully executed copy of the contract on file in order to issue payment pursuant the contract.

e. The Law Department subsequently returns one original copy of the contract to the vendor/contractor and maintains the two remaining original copies of the contract.

24. The process through which the District issues payment to vendors/contractors for professional service contracts is typically initiated upon receipt of an invoice at the District from the vendor/contractor.

a. Invoices to be processed are forwarded for review to the office/department initiating the contract request or the office/department through which the services are assigned (if different from the requesting office/department).

1. The District employee responsible for processing/reviewing invoices for the applicable office/department reviews the invoice with the District contract contact to ensure that the services documented on the invoice for payment have been performed/received.

2. If verified, the District employee completes a District DBA2 Payment Requested for Authorized Contract form to request payment for the contracted services.

aa. Upon completion, the DBA2 is signed by the department head and the individual with authority over the office/department budget account line and is subsequently forwarded to the Finance Department for review and signature of the Chief Financial Officer for payment to the vendor/contractor.

i. The signature of the individual holding authority over the applicable office/department account line effectively authorizes issuance of payment to the vendor.

ii. No payment is to be issued if a signature other than that of the authorized office/department representative is present or if the required signature is blank.

25. Contracts executed between the District and vendors/contractors are often paid in one lump sum amount upon completion of the terms as detailed in the executed contract.

a. Exceptions may exist if, for example, a specific payment schedule is detailed within the minutes documenting approval of the applicable BoardTab/executed contract or if the vendor/contractor issues invoices for partial payment of the total contract amount as services are provided.

26. District representatives seeking approval to travel for District-related business are generally required to complete a District DBA3 Travel Request document.

a. The DBA3 form includes written guidelines and reminders for travel at District expense and/or during District workdays which detail, in part, the following:

1. Travel is permissible when mandated by grant, by state or federal agency, or by the District;

aa. Explicit documentation necessitating the travel must be attached.

2. Professional development outside of the guidelines noted is only permissible if all of the following requirements are met;

aa. Employee cannot complete assigned responsibilities without requested training.

bb. Similar training is not offered within the District.

cc. A substitute teacher will not be required.

dd. Travel expenses are to be paid by supplemental funds or third party.

i. Written guidelines direct administrators to use extra caution when requesting or approving non-local professional development.

3. Justification must be provided with appropriate documentation attached; and

4. Board approval (submitted as a BoardTab for a regularly scheduled Board meeting) is required for the following circumstances:

aa. Trips costing the District $2,000.00 or more.

bb. Travel destinations that could be deemed “exotic.”

cc. Accumulated professional development in excess of six days for an individual during a school year.

b. The written guidelines, in part and in substance, further state that administrators must use discretion when planning for mandated travel or professional development and designate as few attendees as legitimately possible; designated attendees should be prepared to train colleagues upon return; and justification must be provided when more than two individuals are attending from the same school or department.

c. The written reminders on the DBA3 form specifically identify that it is the responsibility of the traveler to familiarize himself/herself with the Board travel policy, to complete his/her travel request in full, and to submit the travel request in a timely fashion.

1. Travel requests are to be received by the traveler’s executive director at least 21 days prior to travel.

aa. Exceptions are permissible for grant, state, or federally-mandated travel and for chaperones.

bb. When flying at Board expense, travel requests are to be received by the traveler’s executive director at least 45 days prior to departure to obtain the most cost-effective flights.

27. Information called for on DBA3s includes, in part, the following:

a. The typed name and signature of the District representative/employee participating in the travel;

b. Identification of the school, office, or department of the District representative/employee participating in the travel;

c. The travel start and end dates, travel destination, travel purpose, and travel justification;

d. Classification of the travel/absence from the District as one of the following:

1. Professional Development;

aa. Travel for Professional Development is defined as travel by a District representative/employee which requires payment of a registration fee or any other payment to attend a workshop, conference, or seminar.

2. Official Representative;

aa. Official Representative is defined as a delegate, official, representative, etc., traveling to an event for which no registration fee is charged for the individual’s attendance.

3. Granting Agency Required;

4. Presenter;

5. Chaperone;

6. Recruitment (Human Resources); or

7. Parent Involvement.

e. Documentation if the travel is or is not at Board expense;

f. The mode of transportation;

g. A “not to exceed” total estimate for all costs associated with the trip;

h. Identification if a Board Authority/Travel waiver is attached;

1. Travel waivers are required for any travel with estimated total costs over $2,000.00 and/or any travel out of the country.

i. Documentation of advance payments made;

j. The budget line item account to which the travel is to be charged; and

k. Signature of the representative’s/employee’s immediate supervisor and upward through the “chain-of-command” as applicable.

1. The Board President serves as the Executive Director of the Superintendent for required District approvals.

2. As Superintendent, the signature of the Board President is to be on the DBA3 for District-related/professional development travel for Dr. Hamlet.

aa. The Board President’s signature authorizes Dr. Hamlet’s travel and absence from the District.

bb. A DBA3 is not required for vacation, personnel leave or sick leave.

28. Once the DBA3 is completed and approved, flight arrangements may be made for the District representative/employee through Peoples Travel Agency, Inc. (“Peoples Travel”).

a. Peoples Travel purchases District airline tickets via a business credit card and routinely invoices the District once per month for all charges incurred.

1. The District issues one lump sum payment to Peoples Travel every month via check from its General Fund paying the balance due in full.

b. Peoples Travel requires receipt of a completed and approved DBA3 in order to book flights for District representatives/employees.

29. The travel policy indicates that District representatives/employees are to complete a DBA3 for all travel unless the travel is local, a substitute is not required, and there are no Board expenses.

1. The DBA3 documents the authorization for the travel and the District representative’s/employee’s absence from the District during normal District business days and hours.
2. A DBA3 is not required for vacation, personnel leave or sick leave.

30. The travel policy indicates that District representatives seeking reimbursement for expenses incurred during District-related travel are to complete a District DBA4 Expense Account Memorandum document.

a. Information called for on DBA4s includes, in part, the following:

1. The typed name and signature of the District representative/employee participating in the travel;

2. The travel start and end dates, travel destination, and travel purpose;

3. Expense descriptions including transportation, hotels, meals, registration fees, and other expenses;

aa. Receipts are to be attached to the DBA4 for transportation, hotel, and registration expenses unless paid by the District in advance.

bb. The District utilizes a per diem rate guide/practice for payment of meals and incidental expenses while in travel status.

cc. Per diem reimbursements claimed are to be documented on a District DBA4a form for submission with the traveler’s DBA4.

4. Signature of the District representative’s/employee’s department director or building Principal;

5. Total estimated cost of the travel from the approved DBA3;

6. Reimbursement due or balance due the District;

7. Hamlet does not fill out his own travel forms (DBA3s or DBA4s), although he does sign the forms that are submitted.

aa. Dr. Hamlet’s assistants fill out his DBA3s based upon information provided by Dr. Hamlet, Fearbry-Jones, or others. Dr. Hamlet’s assistants fill out his DBA4s based on receipts and other information typically provided by Dr. Hamlet, but which may also come from other sources such as Fearbry-Jones or emails.

31. Per the travel policy, individuals traveling for District business are to complete a District Section 2.7 Travel Report Form within two days following the return from travel.

a. Information called for on the 2.7 Travel Report Form includes the following:

1. The name, position, and school/department of the District representative/employee who participated in the travel;

2. The travel start and end dates and travel destination;

3. How the travel related to the District’s reform agenda;

4. Identification of follow-up activities/initiatives to be planned as a result of the information learned from the travel and professional opportunity;

5. Identification of the most significant benefits of the travel experience and elaboration on how the information is to be shared among staff; and

6. Date submitted.

b. Per the policy, the 2.7 Travel Report is to be forwarded via email to the individual’s designated executive director, immediate supervisor, and the Board office.

1. Multiple witnesses (including a Board Member and the District’s Chief Financial Officer) stated that Dr. Hamlet is not required to complete a Form 2.7 related to his travel.

32. Each department within the District Administrative Building has an employee who serves as the designated timekeeper for his/her department to record employee absences from the District on regular workdays.

a. An employee may inform his/her department timekeeper of his/her use of leave (vacation, sick, personal, bereavement, etc.) or work-related absence (i.e., District-related travel) verbally, electronically, etc., to be entered into the District PeopleSoft System. The timekeeper is responsible for taking this information and inputting it into PeopleSoft.

1. Each District employee has a specific allotment of leave available based on his/her position, tenure, etc.

2. The District PeopleSoft System enables the District to track the amount of leave taken by each employee as entered by the timekeeper.

b. Although the information is inputted by the timekeeper, each employee still remains responsible for the proper reporting of leave time utilized and his/her available balances throughout the school year.

1. Each employee’s available leave balance is documented on his/her respective paystubs.

2. Employees can request identification of the number of leave days used and the available balance remaining from the timekeeper at any point during a school year.

33. Dr. Hamlet has maintained various mediums throughout his tenure as the Superintendent (at a minimum) through which he can be contacted.

a. Dr. Hamlet has/had access to and/or maintains/maintained at least five separate email addresses during his tenure as the Superintendent including at least three through the District and two personal.

|  |  |
| --- | --- |
| **District** | **Personal** |
| axxxx@pghschools.org  | xxxxx@gmail.com  |
| axxxx@pghboe.net  | xxxxxxxx@gmail.com  |
| sxxxxxxx@pghschools.org  |  |

b. Dr. Hamlet had access to and/or maintained at least two cellular telephones during his tenure as the Superintendent, including a District-owned cellular telephone through Sprint (Account No. xxxxx69) and a personally owned cellular telephone through AT&T (Account No. xxxxxx38).

1. Dr. Hamlet has maintained his personal cellular telephone account with AT&T since at least November 2008.

2. Dr. Hamlet’s personal cellular telephone number has not changed since the account has been with AT&T.

34. Barrington Irving (“Irving”) is the founder and Chief Executive Officer of The Flying Classroom, LLC (“The Flying Classroom”).

a. The Flying Classroom is registered with the Florida Department of State, Division of Corporations, as a Florida Limited Liability Company under Document Number L13000153675.

1. The Flying Classroom originally filed for registration as a limited liability company in Florida on October 30, 2013.

2. The Flying Classroom’s current principal and mailing address is 14850 NW 44th Court, Suite 203, Opa Locka, FL 33054.

35. The Flying Classroom is generally marketed as a K-8 integrative STEM+ (“Science, Technology, Engineering, Math”) supplemental curriculum which includes standards and principals aligned to STEM as well as related activities regarding geography, informational literacy, writing, art, and social studies. According to its website, The Flying Classroom curriculum has been implemented and used in school districts across the nation.

a. The Flying Classroom is advertised as serving as an instructional STEM tool for teachers through implementation of STEM integrative instruction with students.

1. The Flying Classroom curriculum is based, in part, on Irving’s global travels.

b. The Flying Classroom is advertised as providing students with the opportunity to engage in current events to enhance the relevancy of content and conceptual understandings of students.

36. The Flying Classroom is a web-based program which is accessed by teachers through an online platform providing access to “expeditions” which compose the program curriculum.

a. Teachers are provided with an individual password and username to access the expedition lessons.

1. Teachers are regularly referred to as “Lead Explorers” within the curriculum.

b. Each expedition is typically composed of separate lessons identified as Engage, Explore, and Innovate.

1. Each lesson is typically further composed of a three-part workshop model to navigate students through the content (opening, work time, and closing).

37. Additional services provided by/available through The Flying Classroom include:

* Professional Development;
* Irving Speaking Series;
* STEM Expos and festivals;
* STEM Materials (customized materials/resource packages);
* Materials Packages;
* Helicopter Fly-In Events;
* STEM Partnership Documents; and
* Lead Explorer Expeditions.

a. Lead Explorer Expeditions are advertised as part of the core of The Flying Classroom professional development.

1. Lead Explorer Expeditions are marketed as being uniquely designed and tailored to the preferences of the Lead Explorers implementing The Flying Classroom.

2. The Flying Classroom Lead Explorer Expeditions have been part of The Flying Classroom programming in school districts across the nation. Examples can be seen at https://flyingclassroom.com/professional/.

38. The District approved implementation of a comprehensive K-12 Science, Technology, Engineering, Arts, and Mathematics (“STEAM”) model via Resolution at the Board’s September 23, 2014, Legislative Meeting.

a. STEAM represents STEM plus the arts such as humanities, language arts, dance, drama, music, etc.

1. Both STEM and STEAM focus on scientific concepts; however, STEAM, as a teaching concept, does so through inquiry and problem-based learning methods used in the creative process.

b. A specific presentation regarding the District’s STEAM Initiative was put forth to the Education Committee as a Whole on October 6, 2014.

39. Irving was invited to the District on March 4th – 5th, 2015, to participate in an event for We Promise Students, to speak as a keynote speaker during a Leading & Learning Institute for District leaders, and to explore the feasibility of implementing his The Flying Classroom curriculum as part of the District’s STEAM initiatives.

a. Irving was invited to travel to the District and participate in the activities by Dr. Donna Micheaux (“Michaeux”), District Deputy Superintendent at that time.

1. Micheaux had previously been exposed to Irving/The Flying Classroom through her attendance at an educational conference.

2. Micheaux had contacted Irving/The Flying Classroom after the conference to obtain additional information on The Flying Classroom program.

40. The Flying Classroom concept was introduced to the District curriculum and instruction team by Micheaux to review for the potential weaving into the District STEAM program, and to determine its suitability for the District.

a. Records indicate, in substance, that the District curriculum and instruction team at that time found The Flying Classroom program to be cost prohibitive and in need of additional development/work.

b. The District administration in place at that time did not pursue The Flying Classroom program further.

41. Dr. Hamlet had no familiarity with, knowledge of, and/or exposure to Irving prior to Dr. Hamlet’s employment with the District.

a. Dr. Hamlet was first introduced to Irving through an email from Debra Kerr (“Kerr”), Head of US Sales, Global Learning, Age of Learning, Inc.

b. Dr. Hamlet and Irving’s relationship is strictly professional in nature.

42. Kerr’s email to Dr. Hamlet resulted in an in-person meeting on August 5, 2016, including Dr. Hamlet, Fearbry-Jones (District Chief of Staff), Niquelle Cotton (Chief Executive Officer of Q-factor Consulting, LLC), Kerr, and Irving at the District Administrative Building to discuss the possibility of the District using The Flying Classroom’s curriculum.

a. Cotton subsequently emailed Dr. Hamlet and Fearbry-Jones on August 10, 2016, regarding the meeting and scheduling a call with Fearbry-Jones (at Dr. Hamlet’s direction) to discuss the exploration of how to best infuse content from The Flying Classroom into select pilot schools.

1. Dr. Hamlet responded via email to Cotton on August 11, 2016, in substance, that the District was looking forward to the next steps.

43. On October 10, 2016, Irving initiated contact with Dr. Hamlet via email which included an attachment consisting of a proposal for the implementation of The Flying Classroom program/curriculum to serve fifty teachers within the District at a cost of $238,460.00.

a. The subject of the email was, “Capt. Barrington Irving Pittsburgh Proposal.”

1. Dr. Hamlet was the sole District representative included on the email.

b. In the email Irving expressed his interest in speaking to Dr. Hamlet on October 11th or 12th, 2016, regarding the proposal.

44. The October 10, 2016, proposal and accompanying cost sheet detailed multiple services to be provided through the program, including curriculum implementation and in-District teacher expeditions.

a. The curriculum and in-District teacher expedition descriptions within the proposal asserted the following:

1. Teachers were to have access to utilize the curriculum as of the beginning of the contract to explore program lessons and activities.

aa. The proposal identified teacher participants to be selected by District administrators with the following teacher positions specifically recommended by The Flying Classroom:

i. STEM resource teachers;

ii. Reading coaches;

iii. Any K-8 grade level teachers;

iv. Homeroom teachers;

v. Gifted/Special Education teachers;

vi. Science specialist teachers; and

vii. Afterschool lead teachers.

aaa. The Flying Classroom’s recommendations for individuals in positions suited for service as Lead Explorers for classroom instruction did not include any administrative positions.

b. The in-District teacher expedition description within the proposal asserted, among other things and in substance, the following:

1. The greatest asset a teacher can have is the knowledge of how they begin to explore and maximize STEM resources within their local community.

2. The Flying Classroom provides teacher expeditions in order to enrich the experience of STEM learning from within the local community.

3. Teachers are to learn the way in which The Flying Classroom provides exciting real world experience which can be taken back to the schools via curriculum units with the goal of creating an experience that supports schools in teaching the importance of STEM+ subjects.

c. Language in the proposal specifically identified the expedition as relating to the local community.

1. The proposal had a fee of $31,960.00 for eight in-District expeditions.

45. In an October 16, 2016, email to Dr. Hamlet, Irving acknowledged speaking with Dr. Hamlet during the week of October 10th, 2016, and as a follow up to his prior conversation with Dr. Hamlet regarding the District contracting with The Flying Classroom.

a. Irving specifically referenced following-up with Dr. Hamlet regarding a virtual walkthrough of the program as well as Irving’s thoughts for the high school program.

b. Irving requested to speak with Dr. Hamlet again on October 19th or October 20th.

1. Dr. Hamlet emailed Irving on October 18th, 2016, affirming his availability to speak on October 20th.

aa. Dr. Hamlet courtesy copied multiple District representatives on the email, including Fearbry-Jones and Deputy Superintendent Anthony Anderson.

c. The Flying Classroom subsequently scheduled the conference call and virtual walkthrough for October 20th, 2016, at 1:30 p.m.

46. Dr. Hamlet and additional District personnel reviewed The Flying Classroom program and participated in the virtual walkthrough.

a. The District did not move forward with Irving’s initial proposal at that time.

47. Although the District did not pursue The Flying Classroom’s initial proposal, Dr. Hamlet and Irving, in 2017, exchanged multiple emails and had phone calls regarding the possible implementation of The Flying Classroom program at the District.

a. The communications included discussions about The Flying Classroom donating an airplane engine to the District.

b. Based on phone records, Irving and/or Dr. Hamlet contacted (or attempted to contact) each other by telephone a minimum of five times during the time frame of March 13, 2017, through March 21, 2017.

c. Dr. Hamlet and Irving exchanged seven emails on March 21, 2017, with the subject “Aviation Program,” in which Irving provided detailed dimensions of an engine to be donated to the District.

1. The engine was a Boeing 727 engine which, when new, was allegedly valued at approximately $490,000.00.

aa. The engine was not new and had it not been donated would have been scrapped.

d. Additional information presented within the email string included:

1. Dr. Hamlet’s concern that the District did not have space at a school to house the engine,

2. Irving’s query if the engine could be temporarily stored in one of the District automotive facilities,

3. Irving’s suggestion to set up the aviation program to launch in the fall.

e. The District had no executed contract with Irving/The Flying Classroom at this time.

f. Via the emails and on behalf of the District, Dr. Hamlet accepted donation of the engine from The Flying Classroom on or about March 21, 2017.

48. The District agreed to the donation of an engine facilitated through Irving/The Flying Classroom at a time when Irving was actively seeking to do business with the District through The Flying Classroom.

a. The District agreed to the donation of the engine through Irving and/or The Flying Classroom for Board approval but prior to seeking or receiving Board approval.

b. The Board retroactively authorized acceptance of the engine via 8-0 unanimous vote at its April 26, 2017, Legislative Meeting.

49. On April 27, 2017, Irving initiated contact with Dr. Hamlet via email which included an attachment consisting of a second proposal dated March 2017 for The Flying Classroom program to serve 125 teachers within the District at a cost of $426,255.00.

a. The subject of the email was, “Flying Classroom Pittsburgh Schools Proposal.”

1. Dr. Hamlet was the sole District representative included on the email.

b. Irving identified the proposal for The Flying Classroom curriculum to be implemented for the upcoming 2017 – 2018 school year and expressed his interest in speaking to Dr. Hamlet on May 8th or 9th to get Dr. Hamlet’s thoughts.

50. The March 2017 second proposal and accompanying cost sheet detailed multiple services to be provided through the program, including curriculum implementation and Lead Explorer Expeditions.

a. The curriculum implementation and Lead Explorer Expedition descriptions within the proposal were similar to the first The Flying Classroom proposal submitted to the District.

1. Lead Explorers were to engage in STEM expeditions that correlated to the content of The Flying Classroom.

2. The fee for the Lead Explorer Expeditions was $30,000.00 for 20 teachers/administrators to attend 6 expeditions.

b. The Flying Classroom Professional Learning Team was to organize STEM expeditions for Lead Explorers to participate in a STEM+ experience.

1. The experience was to include The Flying Classroom partnering with local entities to educate Lead Explorers through experiential STEM.

51. Although no action was taken to approve Irving’s/The Flying Classroom’s second proposal, the District continued efforts to include and/or use the donated engine in relation to the District Career Technical Education (“CTE”) curriculum.

a. Angela Mike (“Mike”) is the Executive Director of the District CTE curriculum.

1. Mike became aware of the donated engine when the District was considering the possibility of piloting a CTE Aerospace Engineering/Flight Class course at Langley K-8.

2. Mike believed that The Flying Classroom program, coupled with the pilot course, could provide an opportunity for cross-curricular activities.

b. In a May 8, 2017, email, Mike asked Dr. Hamlet and Fearbry-Jones if she could have the specifications on the engine in order to determine if the room at Langley K-8 could hold the engine, if reinforcement was needed, etc.

c. Dr. Hamlet responded to Mike via email that same day that he was copying Irving on the response as a virtual introduction.

1. Dr. Hamlet added his understanding that there may be an opportunity to complete a plane build and possibly more.

aa. Phone records indicate that Dr. Hamlet and Irving made contact (or attempted to make contact) via cellular telephone as recently as May 5, 2017.

2. Dr. Hamlet directed Mike to keep him, “…in the loop.”

d. Ronald Joseph (“Joseph”), District Chief Financial Officer, informed Mike via email dated June 9, 2017, that the engine could not be housed in Langley without substantial modification to the building which could not occur for the 2017 – 2018 school year.

1. Dr. Hamlet was copied on Joseph’s email to Mike.

52. In 2017, Dr. Hamlet had direct cellphone and secondary email communication with Irving as well as District personnel related to The Flying Classroom.

a. Dr. Hamlet and Irving contacted and/or attempted contact with one another via cellular telephone a minimum of fourteen times during the period of June 13, 2017, through September 18, 2017.

b. Dr. Hamlet initiated, received, and/or was copied on email transmissions associated with The Flying Classroom program as detailed below:

1. Dr. Hamlet initiated contact with Mike via email dated August 29, 2017, copied to Irving, resulting in an email string in which:

aa. Dr. Hamlet requested an update on the Langley K-8 Aviation program and expressed his desire for Irving’s The Flying Classroom engine build to be part of the program,

bb. Mike responded that she had spoken to Irving on August 28, 2017, and that adjustments had been made to the original plan because of the District’s inability to house the engine at Langley K-8 due to its size as well as Irving investigating pieces of The Flying Classroom that would fit with the aerospace and flight course, and

cc. Dr. Hamlet thanked Mike for the information and offered his support.

2. Irving initiated contact with Mike via email dated September 7, 2017, copied to Dr. Hamlet during which Irving, in substance, noted that he spoke to Dr. Hamlet on September 6, 2017, and that Dr. Hamlet wanted the option of having Langley students build an airplane.

aa. Dr. Hamlet’s cellular telephone records confirm three calls initiated by Irving on September 6, 2017, to Dr. Hamlet’s cellular telephone number with the second call lasting 9 minutes and 27 seconds in duration.

53. On September 19, 2017, Irving emailed Dr. Hamlet a third proposal dated September 2017 for the implementation of The Flying Classroom program to serve 66 teachers within the District at a cost of $456,340.00.

a. The subject of the email was, “Flying Classroom Proposal.”

1. The email was sent to Dr. Hamlet and copied to Mike and Jamie Griffin, District Executive Director, K-12 Mathematics, Science & STEAM.

b. Irving identified the attachment as the proposal for The Flying Classroom curriculum for the District for the 2017 – 2018 school year as follows:

1. Implementation of The Flying Classroom Curriculum to include:

aa. A helicopter fly-in;

bb. STEM Fest;

cc. Teacher Professional Development / In School Coaching;

dd. A teacher expedition;

ee. A visit by Irving to all participating schools; and

ff. Material kits.

2. The Langley Middle School program to include:

aa. Creation of an aviation lab;

bb. Launch of a weather balloon to space and capturing footage; and

cc. Building an airplane from scratch for which Irving asserted having secured almost $20,000 in sponsorships in order to lower the cost.

3. The email indicated that Dr. Hamlet had directed that the programmatic cost be split into two separate amounts.

54. Irving’s September 2017 proposal and/or accompanying cost sheet detailed multiple services to be provided through the program, including curriculum implementation and Lead Explorer Expeditions.

a. The Lead Explorer Expeditions, as proposed, included 3 expeditions with 25 participants each.

b. The expeditions were to be partnered with local entities.

55. Based on records, Dr. Hamlet continued to communicate with Irving verbally and via email after receipt of Irving’s third proposal regarding implementation of The Flying Classroom program at the District.

a. Dr. Hamlet contacted Irving via Dr. Hamlet’s District-issued cellular telephone on October 3, 2017, at 10:08 p.m. for a duration of approximately 14 minutes.

b. Irving emailed Dr. Hamlet on October 17, 2017, referencing Dr. Hamlet’s previous suggestion that Irving meet at the District with Dr. Hamlet’s team on the afternoon of October 19, 2017.

c. Dr. Hamlet contacted Irving via Dr. Hamlet’s District-issued cellular telephone on October 19, 2017, at 6:54 p.m. for a duration of approximately one minute.

1. Irving returned Dr. Hamlet’s telephone contact on October 19, 2017, at 6:56 p.m. for a duration of four minutes.

d. Irving emailed Dr. Hamlet on October 20, 2017, referencing having spoken to Dr. Hamlet on October 19, 2017, as well as Irving’s availability to meet with Dr. Hamlet’s staff members on October 25, 2017, in preparation of implementation of The Flying Classroom program.

1. According to the email, elements of the proposal to be reviewed at the meeting were to include programmatic overviews, implementation, and timeline.

2. The meeting was ultimately scheduled for November 3, 2017, to be held in Room 111 at the District Administrative Building.

e. The District had no executed contract with Irving/The Flying Classroom at this time.

56. Individuals participating in the November 3, 2017, meeting included Dr. Hamlet, Mike, and Dr. Rodney Necciai (“Necciai”) on behalf of the District, and Irving and Hannah Maharaj on behalf of Flying Classroom.

a. Prior to the meeting, Dr. Hamlet and Necciai discussed The Flying Classroom program, including the potential benefits of incorporating the program in select District schools which did not have an existing STEAM association, and the need for Necciai to be involved in the project.

1. Necciai, at that time, was one of four Assistant Superintendents for Instructional Leadership at the District. He currently is the Assistant Superintendent for Student Services.

2. With several cabinet positions open at the time, Dr. Hamlet had a more hands-on role than normal.

b. Dr. Hamlet asked Necciai to attend the meeting because, if implemented, he would be one of the lead participants from District administration.

1. The vision for the program as developed by Dr. Hamlet, Necciai and others was for the program to be implemented in one pair of “gateway” schools in three of the District’s geographical areas for a total of six schools initially.

aa. Gateway schools represent schools in the same geographical area which funnel students from one school to another upon achieving a specific grade level.

57. On November 8, 2017, Maharaj emailed Dr. Hamlet, Mike, and Necciai, copied to Irving, expressing The Flying Classroom’s desire to work with the District and raised questions regarding specific goals.

a. Necciai spoke with Dr. Hamlet on November 14, 2017, during which Dr. Hamlet and Necciai outlined answers to the specific “goal” questions posed in Maharaj’s email of November 8, 2017.

b. Maharaj’s November 14, 2017, email specifically referenced “setting tentative dates for a STEM+ Expedition to South Florida.”

58. In an email dated November 14, 2017, to Dr. Hamlet, Mike, and Maharaj (copied to Irving) Necciai, in substance, relayed Dr. Hamlet’s desire for the District to proceed according to the answers previously outlined with the District team, including Dr. Hamlet.

a. Necciai incorporated the substance of the answers outlined with the District team, including Dr Hamlet although Dr. Hamlet was not involved in the initial planning but was presented with the plan after it was developed by the District team, in red font to Maharaj’s original emailed questions as detailed below:

1. Q: Irving briefly sharing his story via presentation to the Board on November 21, 2017 or December 5, 2017;

*A: When we get further into the process, we will set up a presentation to the Board*.

2. Q: Establishing a number of schools to work with during the initial year of implementation;

*A: We would like to begin with 2 schools (Langley K-8 to Brashear high School), but also include 4 others in the conversation to potentially be added in the spring (Arlington K-8 to Carrick High School and Colfax K-8 to Allderdice High School) – this would give us three regional K-12 STEM pathways in non-magnet schools by the spring*.

3. Q: Irving and the Flying Classroom team visiting 6 – 7 schools on November 30th – December 1st, 2017 to share Irving’s “journey into STEM” and his “global adventures around the world” with students;

*A: We can make arrangements for these visits to occur as best we can by the 30th / 1st*.

4. Q: Hosting a dinner the evening of November 30, 2017 for principals and District administrators the District identified as Flying Classroom schools for participants to learn more about Flying Classroom;

*A: We would invite the principals (6), CTE Director, and Assistant Superintendents that work with those schools (3), along with Dr. Dr. Hamlet, and any other appropriate central office personnel.*

5. Q: Visiting Langley K-8 on November 30th or December 1st, 2017 to evaluate the facilities based on a vision for Langley K-8 to serve as a potential host site for a plane build; and

*A: This visit will be no problem to coordinate*.

6. Q: Setting tentative dates for a STEM+ Expedition to South Florida.

*A: We can re-visit this timeline in the spring.*

b. The District had no executed contract with Irving/The Flying Classroom at the time that a STEM+ Expedition to South Florida was first referenced.

59. The dinner meeting between District representatives and The Flying Classroom personnel tentatively scheduled for November 30, 2017, was not held at that time.

a. The dinner meeting was rescheduled for December 18, 2017.

60. Necciai subsequently sent an email to Dr. Hamlet dated December 8, 2017, providing updates on topics including The Flying Classroom, in part, as follows:

a. Irving and Maharaj were returning to the District on December 18, 2017, to tour District schools Langley K-8 and Brashear High School and to hold the informational dinner for principals of the other pathway schools identified.

b. A request for The Flying Classroom to provide an updated cost proposal based on Langley K-8 and Brashear High School for spring 2018 and adding the six remaining schools in fall 2018.

c. Necciai questioned Dr. Hamlet, “Does all this work for you so far?”

61. Dr. Hamlet responded to Necciai via email that same day indicating, in substance, that the information regarding the progression of The Flying Classroom program “sounds good.”

a. In his response, Dr. Hamlet also asked Necciai to ensure that Anderson, May-Stein, Griffin, and Vincent Scotto, newly employed District STEAM Coordinator, were looped in the progression.

62. Per Dr. Hamlet’s email, Necciai transmitted an email dated December 10, 2017, to Anderson, May-Stein, and Griffin, copied to Dr. Hamlet, Mike, and two additional District personnel, with the subject of “Flying Classrooms.”

a. Necciai’s email identified the vision for The Flying Classroom program to build regional K-12 pathways in non-magnet schools throughout the District with four regional pathways as potential sites.

b. Necciai’s email documented the tentative plan to incorporate the program at Langley and Brashear in spring 2018 and add the other six schools in fall 2018.

c. Necciai’s email served as an invitation to the recipients, as well as the principals of the schools identified, to the tentative December 18, 2017, dinner meeting to be held at the Administrative Building where Irving was to present information about the program.

d. Necciai’s email concluded by stating that calendar emails would be sent once everyone was in agreement on the identified schools and the specific location of the dinner meeting was established.

63. On December 15, 2017, Maharaj initiated email contact with Dr. Hamlet, Necciai and Mike, which included an attachment consisting of an updated (fourth) proposal dated December 2017 for the implementation of The Flying Classroom program to serve 10 teachers within the District at a cost of $73,700.00.

a. The subject of the email was, “Updated Proposal.”

1. The email was sent to Dr. Hamlet, Mike, Necciai, and copied to Irving.

b. Maharaj identified the attachment as the updated proposal and cost for The Flying Classroom curriculum to be implemented at Langley and Brashear.

1. Maharaj specified in the email that the revised proposal and cost sheet did not include any pricing for specialized projects (aviation lab, car build, or plane build).

64. Services to be provided through implementation of The Flying Classroom program at the District per a cost sheet associated with the fourth proposal emailed on December 15, 2017, totaled $73,700.00 as detailed below:

| **Description** | **Price** | **Quantity** | **Total** |
| --- | --- | --- | --- |
|  |  |  |  |
| Licenses for teachers to access the web program with access to 30 expedition lessons per teacher | $2,495.00 | 10 | $24,950.00 |
|  |  |  |  |
| STEM consumables materials kits (per kit per expedition) | $135.00 | 40 | $5,400.00 |
|  |  |  |  |
| Full day (7 hours) on-site professional learning session | $4,000.00 | 3 | $12,000.00 |
|  |  |  |  |
| Lead explorer expedition (15 – 20 teachers and/or administrators with local entities partnering with Flying Classroom) | $4,000.00 | 2 | $8,000.00 |
|  |  |  |  |
| Lead explorer tailored PL session (in-school coaching) | $1,250.00 | 9 | $11,250.00 |
|  |  |  |  |
| Captain Irving Lecture Series | $2,750.00 | 2 | $5,500.00 |
|  |  |  |  |
| Helicopter fly-ins | $2,100.00 | 1 | $2,100.00 |
|  |  |  |  |
| Implementation planning | $4.500.00 | - | $4,500.00 |
|  |  |  |  |
| **Total** |  |  | **$73,700.00** |

a. Dr. Hamlet indicated in his interview with Commission staff that he does not recall ever seeing the cost sheet in 2017 or 2018.

b. Dr. Hamlet indicated in his interview that he recalls seeing the proposal, which contained different information than the cost sheet.

65. The December 2017 proposal and accompanying cost sheet detailed multiple services to be provided through the program including curriculum implementation and Lead Explorer Expeditions.

a. The curriculum implementation and Lead Explorer Expedition descriptions within the proposal asserted the following:

1. Lead Explorers were to engage in a unique STEM expedition that correlated to the content of The Flying Classroom but also aimed to increase teacher engagement and understanding related to the STEM field.

aa. The proposal identified Lead Explorers as teachers at Langley and Brashear to be selected by District administrators with the following teacher positions specifically recommended by The Flying Classroom:

i. STEM resource teachers;

ii. Any K-8 grade level teachers;

iii. Homeroom teachers;

iv. Gifted / Special education teachers;

v. Science specialist teachers;

vi. Afterschool lead teachers; and

vii. 9th – 12th grade / subject matter teachers.

bb. The Flying Classroom’s proposal also specifically recommended that individuals selected as Lead Explorers:

i. Be willing to implement STEM+ in their classroom;

ii. Have a desire to engage in project-based learning as an opportunity to enhance student engagement; and

iii. Be willing to provide feedback on implementation and professional learning.

cc. The Flying Classroom’s recommendations for individuals in positions suited for service as Lead Explorers in the classroom did not include any administrative positions, but administrators were listed as possible participants in Lead Explorer Expeditions.

2. Each expedition was to be uniquely designed and introduce industry partners to Lead Explorers through experiential professional learning or participants could attend The Flying Classroom STEM Conference in Miami with Nova Southeastern University (“NSU”).

aa. The proposal stated that the Lead Explorer Expedition to the STEM Conference in Miami “includes the option of administrators or district staffers to attend.”

bb. The cost sheet accompanying the proposal specifically documented that The Flying Classroom Professional Learning Team was to organize a STEM expedition for Lead Explorers to participate in a STEM+ experience.

i. The experience was to include The Flying Classroom partnering with local entities to educate Lead Explorers through experiential STEM to include Phase 1 schools and aim to include and expose Phase 2 schools.

66. The dinner meeting held at the District Administrative Building on December 18, 2017, included Irving presenting information on his background as well as an overview of how The Flying Classroom began, what The Flying Classroom is, the work The Flying Classroom has done in other school districts, etc.

a. Irving had personally toured the Langley K-8 school building with Stephen Sikon (Langley K-8 building Principal) earlier that same day.

67. The proposal dated December 2017 submitted to the District by The Flying Classroom was not addressed in detail at the dinner meeting.

a. Irving’s presentation was general in nature regarding the program and what could be provided to the District.

b. District principals and assistant superintendents were present for the presentation.

c. Dr. Hamlet did not attend the meeting.

68. Neither The Flying Classroom proposal nor the entering into of a contract with The Flying Classroom was presented, discussed, or otherwise addressed at the District’s December 5, 2018, or January 8, 2018, Education Committee Meeting of the Board as a whole.

69. On or about January 12, 2018, Jocelyn Santucci (“Santucci”) entered “consideration of execution of a contract with the Flying Classroom” into BoardDocs as a BoardTab for placement on the agenda for the January 17, 2018, District Agenda Review meeting.

a. Santucci entered The Flying Classroom Board Tab into BoardDocs on January 12, 2018, under Dr. Hamlet’s account.

b. Santucci is one of Dr. Hamlet’s two Executive Assistants.

c. Santucci generally is responsible for entering contract BoardTabs originating from the Superintendent’s office into BoardDocs for placement on the applicable agenda.

70. The BoardTab for The Flying Classroom contract received approvals from Dr. Hamlet and Fearbry-Jones as detailed below:

|  |  |  |
| --- | --- | --- |
| **Date** | **Time** | **Description** |
| 01/12/18 | 11:03am | Submitted by Anthony Dr. Hamlet; routed to Erika Fearbry-Jones for approval |
| 01/12/18 | 11:32am | Approved by Fearbry-Jones; routed to Dr. Hamlet for approval |
| 01/12/18 | 11:34am | Approved by Dr. Hamlet; routed to Deborah Willig for approval |
| 01/12/18 | 11:39am | Final approval by Deborah Willig |

a. Dr. Hamlet was listed as the original submitter of the BoardTab and the final approver to the Board Tab, although Fearbry-Jones would have drafted and physically submitted the Board Tab.

1. Willig’s approval is ministerial (non-decision making) due to her service as the District Document Publisher for the BoardDocs System.

aa. Dr. Hamlet holds ultimate decision-making authority for any BoardTabs originating from the Superintendent’s Office as well as walk-on agenda items among others, although BoardTabs are typically approved by Fearbry-Jones acting for the Superintendent’s Office, not Dr. Hamlet himself.

71. On January 17, 2018, the Board held a public agenda review meeting to discuss the agenda items to be presented at the upcoming January 24, 2018, Legislative Meeting.

a. The agenda created for the January 17, 2018, meeting documented consideration of a contract with The Flying Classroom under BoardTab No. 6.09.

72. During the January 17, 2018, agenda review meeting, Board President Regina Holley questioned the budget line item for the contract as well as execution of The Flying Classroom contract for implementation of a STEM+ program at Langley K-8 and Brashear High School when the District had existing STEAM schools which needed support.

a. Before deferring the question to Necciai, Dr. Hamlet stated, “… but we do plan to roll that out to other schools as well. This is just the beginning.”

1. Necciai subsequently identified the vision for The Flying Classroom’s implementation to provide K-12 pathways regionally throughout the District in non-magnet schools.

aa. Necciai specified the District was implementing The Flying Classroom at Langley K-8 and Brashear High School in spring and identified six additional pathway schools in which the program was planned for implementation next fall.

2. Necciai noted the purpose of doing so was to provide some non-magnet schools an opportunity to have exposure to STEM type activities.

73. At the January 24, 2018, Legislative Meeting, the Board voted unanimously to enter into a contract with The Flying Classroom to implement STEM+ curriculum at Langley K-8 and Brashear High School.

a. The operating period of the contract was listed as January 25, 2018, through January 24, 2019.

b. The Boeing 727 engine which had been donated to the District was identified as the key component of the program.

1. No hands-on learning in association with the donated Boeing 727 engine was detailed in the December 2017 proposal or the cost sheet submitted with the proposal.

c. The maximum cost of the contract was not to exceed $73,000.00.

1. The original price detailed on the cost sheet was $73,700.00.

d. No trip/travel for any purposes was referenced in relation to the contract consideration.

1. District Policy Section 700, Sub-Section 714 requires that contracts requiring employee attendance at conferences and seminars are to be outlined when the contract is presented to the Board to ensure that prior approval is obtained at a regularly scheduled or special public meeting.

74. Although the Board authorized execution of a contract with The Flying Classroom at the January 24, 2018, Legislative Meeting, no contract was generated for execution at that time.

a. District personnel were unaware that a written contract had not been drafted at the time until after The Flying Classroom submitted an invoice to the District in June 2018 for payment.

75. Vincent Scotto (“Scotto”), District STEAM Coordinator, was ultimately given the responsibility to oversee and monitor the implementation of The Flying Classroom curriculum at the District.

a. Scotto began employment with the District as the STEAM Coordinator in approximately November 2017.

b. Oversight responsibility for implementing the program had previously rested with Necciai and/or Griffin.

1. Griffin serves as Scotto’s immediate supervisor.

76. As of at least February 6, 2018, Scotto and additional District representatives began communicating with The Flying Classroom representatives to initiate the program at Langley K-8 and Brashear High School, including, in part, the following:

a. Professional development for the teachers (aka Lead Explorers) in order to begin program implementation;

b. Addition of the program in up to nine District schools in the fall and a quote for such;

c. Inclusion of a plane and/or car specialty build with the program when expanded to the additional schools.

77. Dr. Hamlet maintained communications with Irving after the Board had authorized execution of a contract with The Flying Classroom.

a. Records show that Dr. Hamlet and Irving spoke via cellular telephone on March 7, 2018, and April 13, 2018.

78. District administrators ultimately selected five teachers from Langley K-8 and five teachers from Brashear High School to serve as Lead Explorers for The Flying Classroom program as follows:

| **Teacher** | **School** | **Position** |
| --- | --- | --- |
|  |  |  |
| Orlando Bellisario | Langley K-8 | Mid-Level Math Teacher |
| Regan Cupps | Brashear HS | Secondary Science Teacher |
| Daniel Funk | Langley K-8 | Technology Education Teacher |
| Lori Gaido | Brashear HS | Secondary Chemistry & Biology Teacher |
| Amanda Glisan | Brashear HS | Secondary Physics Teacher |
| Katie Hedge | Langley K-8 | Elementary teacher |
| Danielle Kuban | Langley K-8 | Elementary Teacher |
| Tim Relihan | Brashear HS | High School Science Teacher |
| Leah Ward | Langley K-8 | General Science Teacher |
| Jessica Zaremski | Brashear HS | High School Biology Teacher |

79. Although the Board approved execution of a contract with The Flying Classroom on January 24, 2018, and the contract was to run for a year, The Flying Classroom did not perform any specific services at the District specified within the December 2017 proposal until May 2018.

a. The requisite professional development learning session was not held until May 3, 2018.

b. District teachers/Lead Explorers did not have log-in information to access The Flying Classroom web-platform until at least May 15, 2018.

c. Teachers/Lead Explorers were not provided the ability to select the materials kits associated with the pool of available expeditions until May 16, 2018.

d. No in-school coaching sessions occurred until May 23rd and 24th, 2018.

1. Three of the total of nine proposed in-school coaching sessions were held at the District on May 23rd and 24th, 2018.

80. The Flying Classroom requested payment in full for its program via submission of Invoice No. 1761, dated June 7, 2018, in the amount of $73,000.00.

a. The services identified on the invoice matched the services identified on the cost sheet provided to the District with the proposal with one exception.

1. The invoice documented the cost of Irving’s helicopter fly-in and lecture series to be approximately $700.00 less than the amount documented on the proposal cost sheet ($73,000.00 as opposed to $73,700.00).

b. The invoice was not sent to Dr. Hamlet.

81. Multiple services documented on the invoice had not been provided by The Flying Classroom at the time the invoice was received for payment.

a. Services not yet provided to the District at the time the invoice was received when compared to the cost sheet included:

1. Two of three professional learning sessions;

2. Two of two Lead Explorer Expeditions to be partnered with local entities;

3. Six of nine in-school coaching sessions; and

4. Irving’s helicopter fly-in and lecture series.

82. A written contract between the District and The Flying Classroom had not been executed at the time that Invoice No. 1761 was submitted by The Flying Classroom to the District for payment.

a. No payment was issued to The Flying Classroom by the District due to the absence of a fully executed contract between the parties.

b. District employees were unaware that a contract had not been executed between the District and The Flying Classroom.

83. Office of Curriculum and Instruction District Program Funding Assistant Cheryl Brame (“Brame”) ultimately received The Flying Classroom Invoice 1761 for processing.

a. The Flying Classroom representatives questioned, as of at least September 28, 2018, the lack of payment of The Flying Classroom Invoice No. 1761 in the amount of $73,000.00.

 1. Dr. Hamlet was not contacted about the payment issue.

b. Brame researched the lack of payment which revealed that no actual contract had been generated and/or executed between the District and The Flying Classroom.

84. Brame subsequently completed a Contract Request Form (“CRF”) on October 10, 2018, for submission to the Law Department for creation of The Flying Classroom contract.

a. Brame utilized information contained within the January 24, 2018, Legislative Meeting minutes relating to The Flying Classroom to complete the CRF.

b. Dr. Hamlet was not involved in the process of drafting the contract.

85. The CRF documented Jenkins/the Curriculum and Instruction Department as the requestor/requesting department. Jenkins/Curriculum and Instruction Department is in charge of implementing new academic programs.

a. The proposed execution of a contract with The Flying Classroom first originated from the Superintendent’s Office/Dr. Hamlet.

b. The CRF documented the invoice to be submitted to Scotto.

1. The invoice had been submitted to the District approximately four months prior to the CRF generation.

c. The CRF identified the payment for services to originate from the Superintendent’s Office account number (Account No. 1000-010-2360-330).

86. Alin McIver (“McIver”), District Law Department Project Manager, drafted a written contract for The Flying Classroom program upon receipt of the CRF from Brame.

a. McIver utilized information on the CRF as well as information from the BoardTab approved by the Board at the January 24, 2018, Legislative Meeting to draft a contract between the District and The Flying Classroom, which was ultimately classified under Contract No. OE18011.

1. Irving signed the contract on behalf of The Flying Classroom on October 12, 2018.

2. Holley signed the contract on behalf of the District on October 12, 2018.

3. Michael Senko, District Deputy Controller, signed the contract on October 26, 2018.

aa. Senko’s signature certified full execution of the contract and the existence of funds to pay the contract.

 4. Dr. Hamlet was not involved in the above process.

87. Contract No. OE18011 between the District and The Flying Classroom provided only a generalized statement in relation to services to be provided to the District by The Flying Classroom.

1. The amount of detail written into a contract is directly proportional to the amount of information included on the CRF and/or the BoardTab authorizing the contract.
2. A general description of the services to be provided per the contract included:

1. Working to implement STEM+ curriculum at Langley K-8 and Brashear High School;

2. Providing and enriching student learning experiences by engaging students in project-based learning, focusing on lessons that promote hands-on, interactive instruction while developing skills.

aa. The Boeing 727 engine identified to the Board as a key component for the hands-on learning associated with The Flying Classroom program was never utilized over the life of the contract.

c. The term of the contract was January 25, 2018, to January 25, 2019.

d. No reference existed within the contract concerning travel for District administrators at the expense of The Flying Classroom.

1. Although The Flying Classroom Proposal stated that the Lead Explorer Expedition to the STEM Conference in Miami “includes the option of administrators or district staffers to attend,” the Proposal was not part of the Board materials, so language related to this was not in the actual contract. Dr. Hamlet incorrectly believed that the Proposal was part of the Board materials.

88. Brame completed and submitted a District DBA2 (Payment Requested for Authorized Contract form) for Contract No. OE18011 along with Invoice No. 1761 to the Finance Department on October 29, 2018, for payment.

a. The DBA2 identified payment due to The Flying Classroom in the total contract amount of $73,000.00.

b. Jenkins signed the DBA2 authorizing the payment as the Director of the Curriculum and Instruction Department.

1. Since full services under the contract had not yet been completed, the appropriate procedure would have been for Jenkins, as the Chief Academic Officer and person responsible for administration of the contract, to request a no cost extension of the stated contract term.

c. Dr. Hamlet signed the DBA2 as the individual holding authority over the budget account line from which the payment was to originate.

1. Dr. Hamlet’s signature typically serves to acknowledge to the Accounts Payable/Finance Department that all services on the attached invoice had been received and that Dr. Hamlet was authorizing payment to be released.

2. Even though Dr. Hamlet authorized payment of The Flying Classroom contract not all services were yet provided as per the contract.

d. Joseph signed the DBA2 verifying the contract number, contract amount, existence of funds available to make the payment, etc.

89. On or about December 18, 2018, the District issued District General Fund Check Number 0031530 to The Flying Classroom, LLC, in the amount of $73,000.00 representing payment in full of Contract No. OE18011.

a. Check No. 0031530 was deposited in The Flying Classroom’s account at Stonegate Bank on or about December 27, 2018.

90. Jason Raines (“Raines”), Flying Classroom STEM+ Professional Learning and Academic Coordinator, began organizing and planning for Irving’s helicopter fly-in at the District as well as the Lead Explorer Expeditions for the District as of at least August 2018.

a. Irving’s helicopter fly-in initially scheduled for October 10, 2018, was ultimately rescheduled for October 15, 2018.

1. Irving’s helicopter fly-in was to signify the official “kick-off” of The Flying Classroom program at the District. Based on the dates on the actual contract, this occurred only three months before the contract was set to expire.

aa. The helicopter fly-in included Irving speaking to selected students and staff at Brashear High School, departing Brashear High School via helicopter, landing at Pittsburgh Classical Academy/Greenway Middle School, and traveling to Langley K-8 via automobile for Irving’s second speaking presentation.

bb. The helicopter fly-in was specifically referenced in Dr. Hamlet’s weekly Superintendent updates/reports dated October 12th & 19th, 2018.

b. Raines initially scheduled two expeditions for the District Lead Explorers with local entities to occur on October 10, 2018, and October 26, 2018, respectively.

1. Raines scheduled expeditions at Allegheny County Sanitary Authority (“Alcosan”) and Pittsburgh Water & Sewer Authority (“PWSA”) as of at least September 14th & 17th, 2018, respectively.

aa. Both Alcosan and PWSA are local entities that provide tours/workshops for interested groups/individuals at no cost.

2. The trip to Alcosan on October 26, 2018, was originally scheduled for a half-day workshop (8 a.m. – 1 p.m. or 11 a.m. – 4 p.m.) but was revised for a full day workshop (8 a.m. – 2:30 p.m.) effective September 21, 2018.

aa. Raines emailed Alcosan Programs Administrator Erica Motley on September 19, 2018, regarding an adjustment with the visit.

3. Raines ultimately canceled the October 10, 2018, trip to PWSA via email dated September 19, 2018, to Diana Szuch, PWSA Water Administrator.

aa. The trip to PWSA was never rescheduled.

91. A total of nine District representatives and Raines participated in Alcosan’s workshop regarding “Sludge Eating Bugs” and “Drains, Pipes, and Interceptors” on October 26, 2018.

a. Dr. Hamlet did not attend the workshop/expedition.

b. No upper level District administrators attended the workshop/expedition.

92. Scotto served as Raines’s contact at the District in relation to organizing the Alcosan trip.

a. Scotto informed the attendees and their applicable building principals of the trip destination within a few days of the trip.

1. Scotto informed the teachers of the destination for the teachers to correctly identify the destination location on their DBA3s to account for/authorize their absences from the District.

93. The Flying Classroom invoice submitted to the District (Invoice No. 1761) documented the total cost of the two Lead Explorer Expeditions with local entities to be organized by The Flying Classroom as $8,000.00.

a. Alcosan provided the professional development associated with the expedition at no cost.

b. The cost of lunch for participants was paid for by The Flying Classroom.

94. Although first identified in Maharaj’s email to Dr. Hamlet dated November 7, 2017, additional reference to and/or planning of a STEM+ expedition to Florida for District representatives occurred on May 18, 2018, October 15, 2018, and November 6, 2018.

a. Scotto relayed in an email dated May 18, 2018, to Necciai, Friez, and Griffin that Irving had suggested looking for a time in late June or July to take the team on an expedition (both teachers and administrators) of their choosing.

1. Dr. Hamlet was not on this email.

b. Irving emailed Jenkins on October 15, 2018, which included reference that The Flying Classroom would conduct a leadership expedition around January or February which would launch from Miami.

1. Irving included in the email that he does not share where or what STEM explorations will be conducted.

1. Dr. Hamlet was not on this email.

c. Raines sent an email to Scotto on November 6, 2018, which referenced Raines’s desire to begin planning the District’s leadership expedition.

1. No out-of-state District leadership expedition(s) had been referenced, identified, or otherwise presented to the Board in conjunction with the Board’s approval at the January 24, 2018, Legislative Meeting to execute a contract with The Flying Classroom.

aa. District Policy Section 700, Sub-Section 714 requires that contracts requiring employee attendance at conferences and seminars are to be outlined when the contract is presented to the Board to ensure that prior approval is obtained at a regularly scheduled or special public meeting.

bb. Dr. Hamlet was not on this email.

2. The Flying Classroom contract as executed was effective for a one-year term commencing on January 25, 2018.

aa. Given that use of The Flying Classroom materials did not begin until late spring of 2018, use of The Flying Classroom program in the District continued past January 25, 2019, including into May 2019.

95. Scotto subsequently had communication with Irving on or about November 16, 2018, during which the District Leadership Expedition was discussed.

a. Scotto emailed Griffin on November 20, 2018, informing Griffin of his communication with Irving in relation to the District Leadership Expedition as follows:

1. Irving wanted to schedule the expedition in February 2019;

2. Participants were to include the applicable school principals, Griffin, and Scotto and could also include Jenkins, Anderson, and Dr. Hamlet;

3. Participants were to plan for three days;

4. Participants would be required to provide their own travel to Miami with The Flying Classroom to “take it from there;” and

5. Inquiry was to be made if all participants had passports.

6. Dr. Hamlet was not on this email.

b. Neither the proposal, cost sheet, contract, nor invoice referencing the association between the District and The Flying Classroom contained any allowance for a Leadership Expedition, although the proposal did reference a Lead Explorer Expedition to the STEM Conference in Miami, “include[ing] the option of administrators or district staffers to attend” and the cost sheet listed administrators as possible participants in (local) Lead Explorer Expeditions.

96. Planning for various The Flying Classroom activities and programs at District schools continued from November 20, 2018.

a. Irving informed Jenkins, Griffin, and Scotto via email dated November 27, 2018, that he had spoken to Dr. Hamlet during the week of November 18, 2018, and Dr. Hamlet had given Irving the “green light” to speak with the email recipients.

b. Irving sent the November 27, 2018, email to the District representatives to brief and brainstorm multiple subjects including:

1. Planning of a leadership expedition in February or March with a Miami meeting point; and

2. Expanding The Flying Classroom program to additional schools.

97. Efforts to plan a District Leadership Expedition began in earnest as of January 7, 2019.

a. On January 7, 2019, Irving emailed Jenkins, Griffin, and Scotto and advised that The Flying Classroom had begun planning to host the District team.

b. In the email, Irving specifically questioned Jenkins if the first week of February was still an option to host the District Leadership Expedition in South Florida.

c. A follow-up email from Raines provided a link to the District’s Flying Classroom Expedition Survey to be distributed to and completed by all participants.

d. Specific planning efforts began approximately 18 days prior to the stated end of the existing The Flying Classroom contract.

1. The contract between the District and The Flying Classroom was set to terminate on January 25, 2019.

2. Despite the contract end date in the written document, use of The Flying Classroom program in the District continued past January 25, 2019, including into May 2019.

e. Neither the proposal, cost sheet, contract, nor invoice referencing the association between the District and The Flying Classroom contained any allowance for a Leadership Expedition, although the proposal did reference a Lead Explorer Expedition to the STEM Conference in Miami, “include[ing] the option of administrators or district staffers to attend” and the cost sheet listed administrators as possible participants in (local) Lead Explorer Expeditions.

f. Dr. Hamlet was not on this email.

98. On January 13, 2019, Jenkins emailed Irving that she had placed a tentative hold on “everyone’s” calendar from February 7th – 9th, 2019.

a. Jenkins included Kristen Frankovich (“Frankovich”) on the email to assist with scheduling time on the District calendar that week for discussion of the expedition.

1. Frankovich was employed as the Chief Executive Secretary for Anderson and Jenkins at that time.

 b. Dr. Hamlet was not on this email.

99. Between January 22, 2019, and January 23, 2019, multiple emails were transmitted between Irving, Frankovich, and Jenkins in relation to the expedition.

a. Irving emailed Jenkins and Frankovich a synopsis outline which identified that District participants would learn how to transfer career skills, life skills, and academic content back to the classroom that they observed and learned through the experience; that activities experienced during the expedition are applicable to student instruction; and that upon return, District participants would be able to better lead, instruct, and grow the STEM+ students of the future as a result of the experience.

1. None of the proposed District participants were previously identified as Lead Explorers for the District nor did any of the participants regularly teach classes at the District.

2. The outline provided no specific information on the expedition activities or its location.

b. Frankovich questioned Griffin, Scotto, Jenkins, Mike, and Anderson in a group email if each individual had his/her passport.

c. Frankovich subsequently emailed Irving (copied to Jenkins) that four of the five participants did not have a passport and that Irving would need to alter his surprise.

1. Irving had previously informed Frankovich that Cuba was the expedition destination.

d. Irving responded to Frankovich, copied to Jenkins, that The Flying Classroom representatives would plan accordingly, “…although I really wanted to take you all out of the country for a portion of the expedition.”

e. Jenkins subsequently directed Frankovich to inquire with Irving if the trip could be postponed to March 2019 in order for all participants to obtain a passport.

f. Dr. Hamlet was not on any of these emails.

100. The expedition was ultimately rescheduled in March 2019 for the dates of April 14th – April 17th, 2019.

a. Irving informed Jenkins via email dated February 26, 2019, that he had spoken to Dr. Hamlet the prior weekend and that Dr. Hamlet had confirmed April 14 – 17 as a good window for the expedition.

b. Raines questioned Scotto via email dated March 22, 2019, if a date had been obtained for the District Lead Explorer Expedition.

1. Scotto questioned Griffin via email that same day if the District could give confirmation in response to Raines’s inquiry.

2. Griffin responded to Scotto via email that same day that Jenkins was aware and was to check with Dr. Hamlet to verify for April 14th – 17th, 2019.

101. Frankovich relayed general information to Keren DeCarlo (“DeCarlo”), Executive Secretary to the Superintendent, via email on March 26, 2019, regarding Irving’s plans for the expedition.

a. The email noted Irving’s request that all participants arrive on Sunday, April 14, 2019, in Ft. Lauderdale, Florida.

b. The email noted Irving’s plans to leave the country for forty-eight hours and return to Ft. Lauderdale.

102. DeCarlo subsequently forwarded Frankovich’s email to Dr. Hamlet that same day under the subject of “Flying Classroom trip.”

a. The text of the portion of the email that DeCarlo typed stated: “Dr. Hamlet: Kristen Frankovich sent me the below email. Captain Barrington is hoping you can join them on the trip over Spring Break. Per Kristen the trip is covered except for the travel to/from Ft. Lauderdale. Thanks! Keren.”

c. DeCarlo provided Frankovich with a copy of Dr. Hamlet’s passport via email that same day.

d. DeCarlo later forwarded the March 26, 2019, email to Fearbry-Jones on April 2, 2019, with the note, “Info received so far.”

1. DeCarlo forwarded the email in response to Fearbry-Jones’s questions/attempts to obtain information on the trip.

103. On March 29, 2019, Frankovich distributed an Outlook “Invited Event” calendar email to Jenkins, Griffin, Anderson, Scotto, the Superintendent’s Office, and Kendra Wester (“Wester”) under the subject of “Leadership Expedition with Flying Classrooms” with flight information and an itinerary attached. Dr. Hamlet was not on the Outlook invite.

a. The invite documented the start and end date of the trip as April 14, 2019, and April 18, 2019, respectively.

1. The calendar invite directed attendees to read the itinerary closely in order to properly prepare.

b. Wester was employed with the District as the Executive Director of Literature and Humanities at that time.

1. Wester ultimately replaced Mike on the trip effective as of at least April 5, 2019.

104. The itinerary attached to the calendar invite identified the following:

a. Lead explorer participants as Dr. Hamlet, Anderson, Jenkins, Griffin, Scotto, and Wester;

1. None of the participants included any of the ten District teachers chosen to serve as Lead Explorers for the District.

aa. None of the ten District teachers selected to serve as Lead Explorers for the District were invited to participate in the trip.

b. Direction for participants to convert United States currency to Euros or Canadian currency before traveling to Miami, Florida;

1. Participants were recommended to bring approximately $250.00 to cover meals and ground transportation.

c. Direction that participants were required to have a valid passport and driver’s license; and

d. Specific itinerary information including:

1. Itinerary: Day 1, Flight Arrival Information

|  |  |
| --- | --- |
| **Airport** | Miami International Airport |
| **Arrival time** | 4:13p: Delta Airlines DL 1224: Anderson, Griffin, Scotto5:13p: Delta Airlines DL 1227: Jenkins |
| **Pick-up from airport** | 5:30p: Dr. Hamlet to meet group at 5:30p at Miami International Airport; Flying Classroom representative to transport all travelers to hotel.  |
| **Hotel** | Hilton Miami / Downtown 1601 Biscayne Blvd, Miami, FL |
| **Hotel check-in** | Flying Classroom representative to check all travelers into their respective rooms. Travelers must provide credit/debit card for hotel incidentals. |

2. Itinerary: Day 2, Expedition No. 1, April 15, 2019

|  |  |
| --- | --- |
| **Breakfast** | 6:30a – 7:30a in Hotel Concierge Lounge (complimentary) |
| **Hotel pick-up** | 7:40a: Travelers picked up at hotel and transported to Opa-locka Executive Airport (Atlantic Aviation Building 15000 NW 44th Ave, Opa-locka, FL).7:45a: Wester to arrive at Opa-locka Executive Airport to meet the group. |
| **Departure** | 8:30a: Depart Opa-locka Executive Airport (Atlantic Aviation FBO) via Irving’s private aircraft. |
| **Arrival** | 9:40a: Arrive at “surprise destination” for STEM+ Expedition. |
| **Lunch** | 12:00p: all travelers to have lunch with Irving and the Flying Classroom team who also is also to brief travelers on what to expect over next few days. |
| **Expedition No. 1** | 3p – 6p To Be Announced. |
| **Expedition No 1 attire** | Tropical attire of choice with comfortable shoes. |
| **Dinner** | 6:30p – 7:30p Travelers to end day at (location to be announced) |
| **Free time** | 8p - on |

3. Itinerary: Day 3, Expedition No. 2, April 16, 2019

|  |  |
| --- | --- |
| **Breakfast** | 6:30a – 7:30a in in hotel (complimentary) |
| **Hotel pick-up /Departure** | 8:00a from hotel |
| **Time** | 8:00a – 7:30p |
| **Location** | To Be Announced |
| **Expedition Attire** | Light weight fabric attire throughout the day. Long sleeve optional for sun protection. Sunscreen, sunglasses, hat or sun protective gear. Bring modest swimwear, preferably rash guard top and swim shorts. Comfortable walking shoes as well as water shoes (optional). Water shoes are required for sharp rocks. |

4. Itinerary: Day 4, Travel Day, April 17, 2019

|  |  |
| --- | --- |
| **Breakfast** | 6:30a – 7:30a in in hotel (complimentary) |
| **Hotel pick-up** | 10:00a from hotel |
| **Departure** | 11:00a depart to Miami (pending weather) |
| **Arrival in Miami** | 12:00p arrive at Opa-locka Executive Airport |
| **Miami to Pittsburgh** | Depart Miami International Airport |
| **Drop off** | Vincent Scotto |

1. According to interviews conducted by Commission staff, Dr. Hamlet had not determined if he would participate in the trip as of March 29, 2019, and attendance was not confirmed until April 2, 2019.

105. As of April 3, 2019, Frankovich had not collected copies of passports from three participants including Jenkins.

a. Jenkins had not yet obtained a passport at that time.

106. On April 3, 2019, Jenkins emailed Irving and Frankovich the following under the subject of “Flying Classrooms Update” regarding her passport:

a. Jenkins needed to obtain an emergency passport.

b. Jenkins was traveling to Auburn, Alabama, the following week and intended to make her appointment in Atlanta on April 11, 2019.

c. Jenkins noted if Irving needed her passport either during the current week or early the following week, she would attempt to schedule an appointment in Buffalo, New York or Detroit, Michigan.

1. Irving informed Jenkins and Frankovich via email on April 5, 2019, that he had received an exemption from the Cuban government for one person and for Jenkins to provide a photo of her passport to Irving on Thursday, April 11, 2019.

 d. Dr. Hamlet was not on the email.

107. DeCarlo completed Dr. Hamlet’s District DBA3 Travel Request on April 4, 2019, for Dr. Hamlet’s travel in association with the trip.

a. DeCarlo completed Dr. Hamlet’s DBA3 Travel Request based on information received from Frankovich.

1. Dr. Hamlet’s DBA3 Travel Request documented, in part, the following:

aa. Start and end dates of April 12, 2019, and April 18, 2019, respectively;

i. Information received from Frankovich documented a start date of April 14, 2019, for the trip.

ii. Dr. Hamlet directed DeCarlo to alter his travel start date from Sunday, April 14, 2019, to Friday, April 12, 2019.

bb. Destinations of “Florida, Ft. Lauderdale, Miami;”

i. Dr. Hamlet’s DBA3 was void of any reference to Cuba as a trip destination.

ii. Dr. Hamlet asserts that he did not know that Cuba was the planned destination as of the date the DBA3 was completed.

cc. The purpose of travel as “Flying Classroom Leadership Expedition;”

dd. Justification for the trip as:

 “Lead explorers will engage in a unique STEM expedition that correlates to the content of the Flying Classroom but also aims to increase teacher engagement and understanding related to the STEM field. Each expedition is uniquely designed and introduces industry partners to lead explorers through experiential professional learning. [sic] expedition.”

ee. Dr. Hamlet’s attendance on the trip was as a District representative;

ff. Dr. Hamlet’s flight was the only trip expense for the District;

gg. Dr. Hamlet’s signature verifying the information on the DBA3;

hh. Signature of then-Board President Linda Wrenn dated April 10, 2019, approving Dr. Hamlet’s travel.

i. Wrenn approved Dr. Hamlet’s DBA3 without prior knowledge of any out of country travel included with the trip.

108. Irving distributed an additional update via email on April 5, 2019, to Frankovich and DeCarlo, copied to Jenkins, recapping trip planning and outstanding needs detailing the following:

a. The need for Anderson and Wester to supply a copy of their respective passports to Irving no later than April 8, 2019.

b. The need for the District to supply Irving a flight itinerary because The Flying Classroom was arranging transportation.

c. Irving/The Flying Classroom had taken care of the hotel and other accommodations.

d. The participants were to receive an itinerary and instructions the following week regarding cash exchange as the country they were traveling to did not accept credit cards.

109. DeCarlo forwarded Irving’s April 5, 2019, email to Dr. Hamlet that same day.

a. The email typed by DeCarlo stated: “Good afternoon Dr. Hamlet. I will send flight options for you for the flying classroom upcoming expedition. Will you be returning to Pittsburgh on the 17th or would you like your return flight at a later date? Can you please use the link below for the survey Captain Irving needs completed? Thank you? Keren.”

1. The Commission’s investigation did not discover any evidence that Dr. Hamlet completed the survey.

110. On April 8, 2019, DeCarlo contacted Peoples Travel and booked an April 12, 2019, flight, chosen by Dr. Hamlet, from Pittsburgh, Pennsylvania, to Miami, Florida, via American Airlines at a cost of $539.30.

a. Dr. Hamlet’s flight was scheduled as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Airline** | **Flight No.** | **Ticket No.** | **Date** | **Depart** | **Arrive** |
| American Airlines | 4612 | AA 7347585525 | Fri – 04/12/2019 | Pittsburgh, PA – 6:52a | Miami, FL – 9:45a |

1. DeCarlo did not book Dr. Hamlet a return flight.

2. Dr. Hamlet booked his return flight to Pittsburgh through Philadelphia on April 22, 2019, with American Airlines.

aa. Dr. Hamlet issued payment for his return flight via his personal American Express Card.

b. Dr. Hamlet’s flight expenses as well as additional District airline expenses were paid via District General Fund check number 0920695, dated May 3, 2019, payable to Peoples Travel in the total amount of $4,903.50.

c. Airline arrangements for the remainder of the expedition participants were scheduled by Frankovich.

111. On April 10, 2019, Jenkins requested that DeCarlo generate a letter identifying Jenkins’s need to obtain an expedited U.S. Passport for educational purposes.

a. DeCarlo generated a draft letter based on a sample located on an internet website and forwarded it to Jenkins via email.

b. The letter was generated for Dr. Hamlet’s signature. The letter contains numerous typographical errors, including misspelling Dr. Hamlet’s name.

112. Jenkins initially emailed the letter to Dr. Hamlet, but later that same day personally presented the letter to Dr. Hamlet for signature as detailed below:

 “April 10, 2019

 To whom it may concern:

We at Pittsburgh Public Schools are currently in the process of making travel arrangements for Minika Jenkins to travel to Cuba in order to participate in A [sic] STEM+ experience for the STEM LEAD EXPLORER EXPEDITION for administrators. The dates of the trip are April 14th through April 17th. We deeply appreciate any and all help that you’re able to provide in getting Minika Jenkins’ [sic] a passport processed and expedited as quickly as possible.

If you have any additional questions, please feel free to reach me at 412-529-3600 so we can discuss further.

Sincerely,

Anthon [sic] d. [sic] Hamlet, Ed.D.

Superintendent of Schools”

a. Prior to entering Dr. Hamlet’s office, Jenkins stated to Dr. Hamlet’s executive assistants that the cost of the passport was going to be expensive but would be worth it.

b. Dr. Hamlet signed the letter in Jenkins’s presence in his office as he was signing several other documents. Hamlet advised Commission staff that he did not review the letter in detail before signing it and, in substance, quickly signed the letter at Jenkins’ request.

c. The letter Jenkins presented to Dr. Hamlet for signature specifically identified Cuba as a destination for the trip.

d. The signed letter still had typographical errors, including misspelling Dr. Hamlet’s name.

113. On April 11, 2019, Irving sent an email directly to Jenkins containing attachments which included a general draft itinerary as well as an additional, more detailed, itinerary for the trip. Dr. Hamlet was not copied on the email.

a. The detailed itinerary identified the following:

1. The trip destination and dates as Havana, Cuba; April 15th – 17th, 2019;

2. Irving’s planned exploration of Havana as the city capital;

3. Irving’s activities to include exploring the culture, history, architecture, people, and economics of the country; and

4. The preliminary exploration to serve as a basis to conclude the best way of highlighting STEM+ in Cuba for a future visit and documentary to provide content to the students of The Flying Classroom.

b. The general itinerary had no significant changes from the itinerary attached to the March 29, 2019, calendar invite.

c. Jenkins advised Commission staff that she did not tell Dr. Hamlet about the detailed itinerary or that the group was to be going to Cuba.

d. Dr. Hamlet asserts that he asked Jenkins if The Flying Classroom trip was part of the contract with the District and she advised him that it was.

114. Specific activities in which the District representatives were scheduled to participate over the duration of the stay in Cuba were identified within the detailed itinerary as follows:

 a. April 15, 2019 Opa-locka, FL / Havana, Cuba:

8:30a: Depart Opa-locka Executive Airport (Atlantic Aviation FBO) via private aircraft.

9:40a: Arrive at Jose Marti International Airport, Cuba. Shuttle service will transport all lead explorers to the Four points Sheraton Havana Hotel.

12:00p: All lead explorers will enjoy a Cuban Cuisine lunch. Captain Irving and the Flying Classroom team will conduct a briefing of what to expect over the next few days.

3:00p: All lead explorers will embark on a 3-hour educational experience, driving through Cuba’s history. You will see original, exotic, interesting, and historical places that the City has to offer all while riding in a 1950’s vintage car. Along the way, you will visit more than 60% of the City and the tour guide will explain the history behind the places you visit. You will visit over four locations around the City where you will have the opportunity to get out [sic]the car and walk around while the tour guide discusses historical significance.

 Places we will visit:

 1. Revolution Square: you will learn about the politics of Cuba

 2. Forest of Havana

3. National Hotel: you will learn how this architectural beauty played a significant role in the Cuban Missile Crisis

4. Jesus Christ Statue: across the bay gives you an amazing panoramic view of the City

6:30p-7:30p: All lead explorers will end the day with dinner at the best Cuban Paladar (a small Cuban family-run restaurant) in all of Havana.

b. April 16, 2019 Vinales, Exploration of Marine Life, Coral Reef, Rocks and Soil.

8:00a-7:30p All lead explorers will head for an adventurous educational journey to Vinales from Havana. The first stop will be Playa Coral, where we will have the opportunity to feed more than 100 colorful species of fishes and get to know the corals in depth of turquoise water while snorkeling. The next stop will be Saturn cave where lead explorers will be able to explore the marine life, rocks and soil. Everyone will then transition to lunch at the restaurant on the surface. After lunch we will head to Bacunayagua to continue our exploration of the royal palm and the tallest bridge in Cuba.

c. April 17, 2019 Havana / Vinales

 11:00a Depart Jose Marti International Airport via private aircraft

 12:10p Arrive at KOPF Opa-locka Executive Airport

115. Irving made hotel arrangements on or about April 10, 2019, for Dr. Hamlet and the remaining District representatives (except Wester) at the Miami Hilton Downtown for the night of April 14, 2019.

a. Irving reserved a total of five rooms with his as the primary name on the reservation and the name of one of the District representatives as the secondary name on each individual room.

1. Dr. Hamlet was assigned Room Number 1704 under Folio Number 1217168A.

2. Dr. Hamlet’s folio documented a check in date of April 14, 2019, and a check out date of April 15, 2019.

3. The value of/the charges assigned to Dr. Hamlet’s room totaled $195.48.

b. Irving paid Dr. Hamlet’s and the remaining District representatives’ room fees via credit card.

116. Dr. Hamlet met Anderson, Griffin, and Scotto, as well as The Flying Classroom representative Rajeev Brown, at Miami International Airport on April 14, 2019, at or about 5:30 p.m.

a. Dr. Hamlet had initially arrived in Miami, Florida, the morning of Friday, April 12, 2019.

1. April 12, 2019, was a regularly scheduled District workday for Dr. Hamlet.

2. Dr. Hamlet traveled to Miami, Florida, on April 12, 2019, to attend a University of Miami Football Team Reunion that weekend.

aa. Dr. Hamlet was not in attendance at the event as a representative of the District.

bb. Dr. Hamlet graduated from the University of Miami in 1992.

3. Records indicate that Dr. Hamlet is not recorded as utilizing leave of any type (vacation, personal, or sick) to account for his absence from the District on April 12, 2019.

b. Anderson, Griffin, and Scotto all arrived at Miami International Airport on the afternoon/early evening of April 14, 2019.

1. Jenkins did not arrive at Miami International Airport until the evening of April 14, 2019.

2. Wester was scheduled to meet the group at Opa-locka Executive Airport on the morning of April 15, 2019.

aa. Wester had traveled to Florida for personal reasons on the weekend of April 13th & 14th, 2019, and was unable to meet the group on April 14, 2019.

c. Brown was present to provide transportation for Dr. Hamlet, Anderson, Griffin, and Scotto from the airport to the Hilton Miami Downtown.

117. Brown transported Dr. Hamlet and the remaining District representatives to the Hilton Miami Downtown from Miami International Airport via passenger van.

a. On the drive to the hotel Anderson, Griffin, and Scotto recall receiving a draw string tote bag with various amenities (tissues, water, etc.) as well as a Cuban flag.

1. Prior to receiving the bag, Scotto indicated that he did not know they were going to Cuba.

2. Scotto told investigators that Brown informed Dr. Hamlet, Anderson, Griffin, and Scotto that they were going to Cuba.

b. Dr. Hamlet recalls receiving this bag, including the flag, in the car but on the following morning (April 15) not that evening (April 14).

1. Dr. Hamlet advised Commission staff that he did not know they were going to Cuba until he received the bag and the flag.

2. Hamlet did not change currency prior to arriving in Cuba.

c. Despite being copied on emails that mentioned Cuba, Fearby-Jones claims she did not recall having knowledge that the group was going to be traveling to Cuba.

d. Jenkins advised Commission staff that she did not tell other members of the group that they were going to be traveling to Cuba because Irving had asked her to keep the destination confidential.

118. Between March 20, 2019, and April 14, 2019, prior to the junket, Dr. Hamlet had telephonic contact with Irving as follows:

a. Dr. Hamlet and Irving spoke on March 20, 2019, for a total of six minutes and fifty-five seconds.

1. Two days later Raines initiated email contact with Scotto questioning if a date had been obtained for the expedition.

b. Dr. Hamlet and Irving spoke on April 5, 2019, for a total of six minutes and fifty-four seconds.

1. Dr. Hamlet and Irving spoke approximately six and one-half hours after DeCarlo forwarded Irving’s April 5, 2019, email which referenced that the country they would be traveling to did not accept credit cards.

c. Dr. Hamlet and Irving spoke on April 11, 2019, for a total of three minutes and forty-seven seconds.

1. Dr. Hamlet and Irving spoke approximately seven and one-half hours after Irving emailed Jenkins the general and detailed itineraries.

d. Dr. Hamlet and Irving spoke on April 13, 2019, for a total of eleven minutes and forty-two seconds.

e. The Investigative Division cannot identify the content of the communications during the above time-period.

119. Brown subsequently transported Dr. Hamlet and the remaining District representatives (except Wester) from the Hilton Miami Downtown to Opa-locka Executive Airport the morning of April 15, 2019.

a. Dr. Hamlet and the remainder of the group met Wester at Opa-locka Executive Airport that morning.

b. This is when Dr. Hamlet recalls receiving the bag and the flag.

120. Irving flew Dr. Hamlet and the remaining District representatives to Havana, Cuba, from Opa-locka Executive Airport in a Mitsubishi MU-2B-60 high wing, twin-engine turboprop airplane (Registration Number N-543TM).

a. The group was initially delayed from leaving Opa-locka Executive Airport due to weather conditions.

1. The group waited in a lounge area located in the airport until the weather conditions permitted departure.

aa. The group did not tour the airport or conduct any activities which were STEM/STEAM related while waiting at the airport.

121. On April 15, 2019, Fearbry-Jones received a telephone call from Wrenn inquiring about Dr. Hamlet’s and the remaining District representatives’ trip to Miami, Florida.

a. Wrenn had received a telephone call from a KDKA investigative reporter questioning the purpose of the trip.

122. Fearbry-Jones contacted District Public Information Officer Ebony Pugh (“Pugh”) and requested Pugh to assemble information on The Flying Classroom for Wrenn to respond to KDKA.

a. Fearby-Jones had previously been on communications indicating that Dr. Hamlet and the remaining District representatives’ trip sponsored by The Flying Classroom included out-of-country travel.

1. On April 2, 2019, Fearbry-Jones had received an email from DeCarlo which identified Irving’s plans to leave the country for forty-eight hours.

2. Fearbry-Jones should have known the ultimate destination was Cuba from the emails with DeCarlo.

3. Despite this email, Fearby-Jones advised Commission staff that she did not know that Cuba was the group’s destination.

123. Fearbry-Jones forwarded materials which Pugh had assembled on The Flying Classroom, as well as a video link, to Wrenn via email at approximately 12:48 p.m.

a. Materials forwarded included information from The Flying Classroom website, information from The Flying Classroom BoardTab, and information on Irving’s helicopter fly-in at the District.

b. Fearbry-Jones did not disclose within the email to Wrenn, or within the information forwarded to Wrenn, the fact that Dr. Hamlet and the remaining District representatives were leaving the country and/or traveling to Cuba.

c. Fearbry-Jones copied her response to Wrenn to Dr. Hamlet and Pugh.

1. Dr. Hamlet forwarded Fearby-Jones’s email to Anderson and Jenkins at 1:36 p.m., although both Anderson and Jenkins were traveling with Dr. Hamlet at that time.

124. Dr. Hamlet, Anderson, and Jenkins discussed Fearbry-Jones’s email during the check-in process at the Four Points by Sheraton, Havana, Cuba.

a. Discussion occurred among Dr. Hamlet, Anderson, and Jenkins regarding the questions being asked about the trip.

125. Irving made hotel arrangements on or about April 10, 2019, for Dr. Hamlet and the remaining District representatives at the Four Points by Sheraton, Havana, Cuba, for the nights of April 15th & 16th, 2019.

a. Irving reserved a minimum of seven rooms at the Four Points by Sheraton.

1. Dr. Hamlet was assigned Room Number 4032 under Receipt Number REC0080211.

2. Dr. Hamlet’s hotel receipt documented a check in date of April 15, 2019, and a check out date of April 17, 2019.

3. The value of/the charges assigned to Dr. Hamlet’s room totaled $322.00 (two nights at the standard rate of $161.00 per night).

b. Irving paid Dr. Hamlet’s and the remaining District representatives’ room fees via redemption of Marriott Bonvoy Reward points.

1. Irving’s account number with Marriott Bonvoy is [account number redacted].

126. Dr. Hamlet subsequently exchanged text messages with Fearbry-Jones on April 15, 2019, spanning the time frame of 2:39 p.m. – 2:41 p.m., that KDKA was inquiring into the trip associated with The Flying Classroom. It is unclear from these text messages what time zone is being indicated and records indicate that the text string was initiated at 10:40 a.m. EST.

a. Fearbry-Jones texted Dr. Hamlet and informed him, in part, that Wrenn had called her, that KDKA was “on the Flying Classrooms trip,” and that Wrenn needed some talking points.

b. Dr. Hamlet responded via text message after arriving in Cuba that The Flying Classroom was paying for all expenses with the exception of airfare to and from Miami which was being paid by the District.

1. Dr. Hamlet sent Fearbry-Jones follow-up text messages noting the following:

 “Be very clear about who is paying for this”

 “This is part of the package, flying classroom is paying”

 “But I wanted to emphasize the FC was paying for the trip.”

c. Dr. Hamlet did not instruct Fearbry-Jones to inform Wrenn that he and the remaining District representatives were in Cuba/out of the county at that time in association with The Flying Classroom trip.

d. Dr. Hamlet recalls having this text exchange while waiting on the runway in Florida.

127. Dr. Hamlet and the remaining District representatives participated in activities in Cuba which included the following:

a. Touring the City of Havana;

b. Traveling to a national forest;

c. Swimming in a freshwater cave;

d. Snorkeling and feeding fish; and

e. Touring important locations in Cuban history.

128. Neither Dr. Hamlet nor any of the remaining District representatives personally paid for the activities in which they participated.

a. All activity expenses were paid by Irving/The Flying Classroom.

b. The value of the activities which Dr. Hamlet and the remaining District representatives participated in could not be determined due to Irving/The Flying Classroom not providing requested records.

129. After returning from Cuba on April 17, 2019, Irving presented a PowerPoint presentation to Dr. Hamlet and the remaining District representatives in The Flying Classroom offices located at Opa-locka Executive Airport, Opa-locka, Florida, regarding future planning for the District.

a. Irving presented information to Dr. Hamlet and the remaining District administrators on what The Flying Classroom could offer the District, as well as next steps to be taken regarding expansion of The Flying Classroom program at the District.

1. The planned direction was for The Flying Classroom program to be used as an aviation CTE pathway.

aa. Irving proposed that the District receive donated parts from The Flying Classroom to build a plane which would then be given to Irving’s non-profit organization (Experience Aviation).

b. Dr. Hamlet participated in the discussion which occurred at the presentation regarding the future use of The Flying Classroom at the District.

c. April 15th – April 17th, 2019, were regularly scheduled District workdays for Dr. Hamlet.

1. Dr. Hamlet did not utilize leave of any type (vacation, personal, or sick) to account for his absence from the District spanning the dates of April 15th – 17th, 2019.

2. The absences were recorded as AAS [Approved Absence Salaried] because Dr. Hamlet had been informed by Jenkins that the trip was part of The Flying Classroom contract.

130. Dr. Hamlet remained absent from the District for the remainder of April 17, 2019, through April 22, 2019.

a. Dr. Hamlet remained in Florida from April 17, 2019, until April 20, 2019, at which time Dr. Hamlet flew from Palm Beach, Florida, to New Orleans, Louisiana.

1. April 18th, 2019, was a regularly scheduled District workday for Dr. Hamlet.

aa. April 19th – 21st, 2019 were regularly scheduled District days off for Dr. Hamlet.

2. Records do not indicate that Dr. Hamlet utilized leave of any type (vacation, personal, or sick) to account for his absence from the District on April 18th, 2019.

b. Dr. Hamlet remained in Louisiana from April 20, 2019, until April 22, 2019, when Dr. Hamlet was scheduled to fly from New Orleans, Louisiana, to Pittsburgh, Pennsylvania, through Philadelphia, Pennsylvania.

1. April 22nd, 2019, was a regularly scheduled District workday for Dr. Hamlet.

2. Records do not indicate that Dr. Hamlet utilized leave of any type (vacation, personal, or sick) to account for his absence from the District on April 22nd, 2019.

131. Dr. Hamlet and Irving continued to maintain communication with one another during the time period of April 17, 2019, through May 7, 2019, via telephone.

a. Dr. Hamlet and Irving attempted to contact one another via cellular telephone at least six times over the twenty-day span.

1. Dr. Hamlet and Irving spoke for at least five minutes and twenty-six seconds on the evening of April 17, 2019, the day they returned from Cuba.

132. Dr. Hamlet’s weekly Superintendent’s update/report for April 12, 2019, and April 26, 2019, made no reference to Dr. Hamlet’s scheduled trip to Florida or subsequently to Cuba with Irving/The Flying Classroom.

133. The reporter subsequently initiated telephone contact with Pugh on May 9, 2019, for the purposes of scheduling an interview with Dr. Hamlet to discuss overall District travel as well as Dr. Hamlet’s travel to Cuba.

a. Pugh was unaware when initially contacted by KDKA that Dr. Hamlet and additional District representatives had traveled to Cuba with Irving/The Flying Classroom.

134. Pugh subsequently conferred with Dr. Hamlet and Fearbry-Jones regarding a response to KDKA’s inquiry on Dr. Hamlet’s and the additional District representatives’ travel to Cuba.

a. Pugh later sent the following email to the reporter on May 9, 2019, at 3:58 p.m., with Dr. Hamlet’s approval:

“In October 2018, Superintendent Anthony Dr. Hamlet joined Captain Barrington Irving for a ride in his ‘Flying Classroom’ to officially launch Flying Classrooms in Pittsburgh Public Schools. As part of the partnership, Flying Classrooms holds Leadership Expeditions to ensure the executive team fully understands the learning happening in the classroom. One of these Leadership Expeditions for PPS was scheduled during spring break in Miami. The team included the Superintendent along with members of the academic team. Similar to our process Classrooms Without Boarder [sic] where the District leadership traveled to Poland last year, with a trip for teachers and students planned next month, future Flying Classrooms expeditions will be planned to include teachers and students.”

b. At the time Dr. Hamlet and others engaged in The Flying Classroom trip, the contract between The Flying Classroom and the District, by its terms, had expired as of January 25, 2019, although the contract was to run for a term of a year, implementation did not start until the spring of 2018, and The Flying Classroom was still being utilized in the District through the close of the 2018-2019 school year.

135. On May 9, 2019, contemporaneous to conferring with Pugh and Dr. Hamlet, Fearbry-Jones received a text message from Wrenn questioning Dr. Hamlet’s and the remaining District representatives’ trip as follows:

“I need to know that Dr. Dr. Hamlet and the three other staff were not in Cuba over spring break. [KDKA reporter] has been asking me. I can’t look like I don’t know what’s going on.”

a. Wrenn had received a telephone call from the reporter earlier that same day questioning Dr. Hamlet and other District representatives traveling to Cuba while in Miami, Florida, over spring break.

b. Fearbry-Jones informed Wrenn via text message that Dr. Hamlet was going to call her and that Pugh was going to send her the District response to the reporter.

136. Dr. Hamlet informed Pugh of the need to generate a Board Advisory in relation to The Flying Classroom trip/travel to Cuba.

a. Pugh spoke to Dr. Hamlet and Jenkins to obtain information to include within the Board Advisory.

1. Jenkins showed Pugh a copy of one of the itineraries she had received for the trip.

aa. Jenkins did not show Pugh the detailed agenda which identified Cuba as the travel destination.

bb. The itinerary Jenkins shared with Pugh referenced the need for passports.

b. Pugh also participated in a May 10, 2019, conference call interview with Jenkins, Irving, and a *Pittsburgh Post-Gazette* reporter.

1. During the interview, Irving claimed that none of the District representatives were aware that Cuba was the destination prior to meeting in Miami, Florida.

aa. At no point during the interview did Jenkins correct Irving or otherwise reveal that she and/or certain other District representatives were aware that Cuba was the scheduled destination prior to traveling to Florida.

137. Pugh ultimately generated and distributed a Board Advisory dated May 10, 2019, under Dr. Hamlet’s approval with the subject “Flying Classroom Leadership Expedition” as detailed, in part, in the paragraphs below:

“Science, Technology, Engineering and Math (STEM) are woven into the PPS curriculum from PreK-12. As part of our work to prepare students for the jobs of the future, the Board approved a contract with Flying Classrooms to implement STEM+ Curriculum at Pittsburgh Brashear High School and Pittsburgh Langley K-8 in January. The partnership was launched this past October with a fly-in event with the Superintendent and Captain Irving. The curriculum, fly-in event, and Lead Explorer expeditions were part of the proposal presented and approved by the Board.”

“As part of the partnership agreement, the Flying Classrooms holds Lead Explorer Expeditions with administrators at the executive and cabinet levels along with teachers, and district staff that correlates to the content of the Flying Classrooms’ curriculum. Pittsburgh Public Schools has participated in two Lead Explorer Expeditions. Teachers went on the first local expedition to Alcosan, the water treatment plant in Pittsburgh.”

“A second Lead Explorer Expedition with the Superintendent and members of the academic team took place over spring break. The travel to and from Miami was at the District’s expense. All details and logistics were handled by Flying Classrooms. A detailed itinerary with location information was not provided. However, there was a loose reference to passports. As part of one of the activities associated with the expedition, Captain Irving flew the team in his plane from Miami to Cuba. The team completed experiential professional learning in Miami.”

“To ensure participation in future Flying Classrooms’ expeditions does not potentially leave staff out of compliance with the board’s international travel policy, we will require full details of all expeditions moving forward. A full report of the expedition will be provided to the Board, per its travel policy.”

a. Dr. Hamlet did not complete or submit a District 2.7 Travel Report form nor provide any other report/presentation to the Board detailing his travel to Miami, Florida, and Cuba.

1. Several witnesses, including the District’s Chief Financial Officer and a Board Member, advised Commission staff that Dr. Hamlet was generally not required to submit a Form 2.7 related to his travels.

b. There were no activities in Miami related to experiential learning, with the possible exception of visiting with air traffic control and flight engineers.

138. The District currently has no business relationship with The Flying Classroom/Irving or plans to revisit implementation of The Flying Classroom at the District.

139. The District paid the following for Dr. Hamlet’s trip related to The Flying Classroom:

|  |  |
| --- | --- |
| **Description** | **Value** |
| District paid airfare from Pittsburgh, PA to Miami, FL | $539.30 |

a. The value of the hospitality/recreation provided in Cuba could not be determined due to Irving/The Flying Classroom claiming records are not retained.

140. ERDI Partners, Inc., is a for-profit corporation incorporated in the state of Florida.

a. ERDI Partners, Inc., was assigned Document Number P17000026259 by the Florida Division of Corporations on March 21, 2017, with an effective date of March 17, 2017.

b. ERDI Partners, Inc., has a principal and mailing address of 12029 Cranefoot Drive, Jacksonville, FL 32223.

c. ERDI Partners, Inc., is documented as an active entity by the Florida Division of Corporations.

141. ERDI Partners, Inc., currently operates in Chicago, Illinois, as a foreign corporation under the Business Corporation Act of Illinois.

a. ERDI Partners, Inc., was assigned File Number 71327574 by the Illinois Department of State on or about July 31, 2017.

b. ERDI Partners, Inc., maintains an agent address of 910 W. Van Buren Street, Suite 315, Chicago, IL 60607.

c. ERDI Partners, Inc., is currently active and operates under the d/b/a Education Research and Development Institute (“ERDI”).

1. ERDI maintains an operating business address of 910 W. Van Buren Street, Suite 315, Chicago, IL 60607.

142. ERDI markets itself as a provider of research and development opportunities for companies designing products and services in support of PK-12 education.

a. ERDI’s mission includes providing a forum for dialogue between educational leaders and corporate partners to shape products, goods, and services that will inspire excellence in education and enrich the achievement of all learners.

b. ERDI’s existence is associated with the following purposes:

1. Providing educational leaders the opportunity to influence the development, refinement, and delivery of the products and services entering the K-12 educational setting so that those products and services can best meet the needs of all students;

2. Providing a professional development growth experience for educational leaders and corporate partners with leaders from those sectors engaging in dialogue to improve the products and services that enter schools;

3. Providing educators and corporate partners an opportunity to keep abreast of the latest developments in educational theory, practice, management, and technology;

4. Providing both educators and corporate partners the opportunity to establish personal relationships that will foster excellence in education through discussion and inspired creativity which addresses unmet needs in schools.

143. ERDI currently holds multiple Institutes each year which are structured to, in part, give educational leaders the opportunity to influence the development, refinement, and delivery of the products and services entering the PK-12 education space.

a. ERDI Institutes are identified by number for specific educational personnel.

1. ERDI I and II Institutes are slated for Superintendents.

2. ERDI III and IV Institutes are slated for Deputy/Assistant Superintendents and Chief Officers (e.g., Chief Academic Officer, Chief Technology Officer, etc.).

b. The core element of ERDI’s Institutes is the ERDI Research and Development Panel.

144. Each ERDI Research and Development Panel consists of a confidential three-hour session at which a Solution Provider is afforded the opportunity to present items under development to a panel of five Education Leaders and to solicit critiques, evaluations, and/or feedback from the panel.

a. A Solution Provider (aka client) is an individual, group, or organization engaged in ongoing development of PK-12 educational products or services seeking insight and feedback on the products/services from education leaders.

b. An Education Leader is a qualified senior school district official (e.g., Superintendent, Assistant/Deputy Superintendent, or Chief Officer) nominated by his/her peers to serve on ERDI Institute Panels in a consulting capacity.

1. ERDI reimburses Education Leaders for expenses associated with transportation, lodging, and hospitality in relation with service on panels at ERDI Institutes.

2. From at least 2017 through 2019, ERDI provided Education Leaders with a $2,000.00 honorarium for their time and expertise in serving on an ERDI Institute panel.

aa. From at least 2017 through 2019 panelists had the option of accepting the honorarium or voluntarily directing the honorarium to nonprofit/charitable foundations and organizations which they support.

3. In 2020, ERDI began making contributions to a nonprofit/charitable organization of the panelists’ choice in lieu of providing the panelists with honorarium.

aa. Prior to 2020, Education Leaders were referred to as “Consulting Members” due to the fact that they were issued payment in the form of an honorarium for service on ERDI panels.

c. One of the Education Leader panelists serves as the panel chair for each session.

145. The process for scheduling a panel session includes preplanning, establishing an agenda, and general operational procedures to be followed.

a. Preplanning for a panel is to include, in part, the following:

1. Selection of a topic for consideration by the panel;

2. Identification and distribution of any materials to be provided to the panel members prior to the session;

3. Identification of any special facilities and/or audio-visual equipment required for the panel;

aa. Clients may record the panel session at an additional cost.

4. Identification of specific panel members desired by the client for consideration and accommodation of the request to the greatest extent possible.

5. Determination if the client is prepared to have other companies/potential clients observe the panel.

b. The agenda for the panel is established by the client in consultation with the Education Leader serving as the panel chair.

c. General operational procedures for conducting the session include the following:

1. The panel chairman calling on the ERDI panelists to introduce themselves and briefly describe their respective school districts;

2. The panel chairman introducing any observer companies present;

3. The panel chairman or the client contact introducing the agenda;

4. The panel chairman leading the client and panelists through the agenda;

5. Summing up the session and determining any follow-up activities required and/or identifying any additional steps to be followed;

6. Providing any observers with the opportunity to comment; and

7. Wrapping-up the session by the client contact and the panel chair.

146. On July 7, 2016, Traci Davis (“Davis”), Superintendent of Washoe County School District, Reno, Nevada, introduced Dr. Hamlet and Paul Dulle (“Dulle”), then ERDI President and Chief Executive Officer, via email.

a. Davis had recommended Dr. Hamlet’s inclusion in ERDI/service as an ERDI consulting member to Dulle.

1. Davis was an ERDI consulting member at that time.

147. Dulle emailed Dr. Hamlet on July 15, 2016, expressing his interest in speaking to Dr. Hamlet about ERDI.

a. Dulle attached various ERDI materials to the email for Dr. Hamlet’s review.

b. Dr. Hamlet expressed his interest in participating in ERDI in a return email to Dulle that same day.

c. Dr. Hamlet later initiated telephone contact with Dulle on July 18, 2016.

148. Dulle subsequently emailed Dr. Hamlet on July 18, 2016, upon completion of their telephone communication and provided Dr. Hamlet with information about ERDI as well as upcoming ERDI I and II (Superintendents) Institutes.

a. Dulle’s email provided Dr. Hamlet with specific information regarding ERDI expense reimbursement and honorarium, including, in part, the following:

1. ERDI’s payment for three nights lodging, coach airfare, and a ground transportation and food stipend for each ERDI Institute attended.

2. Honorarium in the amount of $2,000.00 for services as a consulting educational leader at each Institute attended at which Dr. Hamlet was available to serve on up to five panels.

aa. Receipt of an additional $100.00 honorarium for service as a chairperson for each panel chaired.

b. Dulle’s email included a letter dated July 18, 2016, for presentation to Dr. Hamlet’s board of education regarding Dr. Hamlet’s potential participation in ERDI.

1. The letter to be presented to the Board did not disclose Dr. Hamlet’s ability to receive honorarium in association with his participation with ERDI.

c. Dulle’s email informed Dr. Hamlet of his need to complete and return the attached ERDI Member Information Form along with a recent photograph and short biography as soon as possible.

149. Dr. Hamlet confirmed receipt of Dulle’s July 18, 2016, email via return email with the message, “Information received….”

a. Dr. Hamlet was aware as early as July 18, 2016, that ERDI consulting members were eligible to receive honorarium for their participation with ERDI.

b. Regarding honoraria, Section XV (Consulting and Other Outside Activities) of Dr. Hamlet’s contract with the District states, in relevant part and with emphasis added: “Should participation in an outside activity result in payment of an honorarium or fee, the Superintendent must use personal leave for this time away from District duties ***or*** such pay or honorarium shall be donated to the Pittsburgh Promise.”

150. Dr. Hamlet relayed his opportunity to participate in ERDI as a consulting member to Dr. Regina Holley (“Holley”), Board President, via email dated August 1, 2016, with the subject of “ERDI Nomination.”

a. Dr. Hamlet informed Holley that he had been nominated to participate with ERDI by a consulting member of the ERDI panel.

b. Dr. Hamlet provided Holley with excerpts from the ERDI website as additional information regarding ERDI panels and ERDI professional development.

151. Holley advised Dr. Hamlet in a return email that same day that his participation with ERDI as a consulting member had to be presented to the Solicitor’s Office for review.

a. Holley specifically instructed Dr. Hamlet to ensure that no conflict of interest existed.

1. Holley copied her response to Ira Weiss (“Weiss”), Esquire, as the District Solicitor.

b. Dr. Hamlet ultimately forwarded his original August 1, 2016, “ERDI Nomination” email along with the attached letter from Dulle to Weiss for review.

1. Dr. Hamlet informed Weiss that he would wait to hear from Weiss before accepting the nomination.

152. Dr. Hamlet, Holley, and Weiss communicated additional information via email on August 1, 2016, regarding travel expenses for ERDI functions.

a. Holley questioned who was to pay travel expenses for conferences, meetings, etc.

b. Dr. Hamlet asserted that ERDI paid for all expenses.

c. Consistent with his contract, Dr. Hamlet presented his intent to use vacation days for attendance at ERDI-related functions.

153. On the evening of August 1, 2016, Weiss sent an email to Dr. Hamlet, copied to Holley and Tricia Stadterman, legal assistant - Weiss Burkardt Kramer, LLC, in response to Dr. Hamlet’s query regarding his participation in ERDI as a consulting member. The email reads: “Based upon the information I have reviewed including your providing me clarification that ERDI pays all expenses  and you would utilize vacation days for the commitments, I am advising you and Dr. Holley that there is no contractual reason for disallowing this. I assume from reviewing the website there is no remuneration to you for your service as a member of the consulting board. Based upon those assumptions you can proceed with this. I am advising you to disclose this appointment on your Statement of Financial Interest which must be filed next year with the Law Dept under the Ethics Act.

We should have a discussion about whether to have ERDI pay directly or reimburse the District for travel and expenses. Since ERDI is not a vendor or district consultant I believe the expenses can be paid directly but I will confirm that.”

154. Dr. Hamlet responded to Weiss via email later that same evening thanking him for the follow-up.

a. Dr. Hamlet had prior knowledge that his participation on up to five panels at ERDI Institutes would result in his receipt of an honorarium in the amount of $2,000.00.

b. Dr. Hamlet did not specifically disclose to Weiss his knowledge that ERDI panelists were eligible for an honorarium for service on ERDI Institute panels.

1. Dr. Hamlet had been informed by Dulle approximately two weeks prior to August 1, 2016, of ERDI’s offering of an honorarium in the amount of $2,000.00 per panelist for consulting member service on ERDI panels.

2. Dr. Hamlet believed that, based on the language in his contract, which had been drafted by the District’s Solicitor, that he was permitted to accept an honorarium so long as he was on personal leave at the time of the event related to the honorarium.

155. Dr. Hamlet returned his ERDI Member Information Form and biography to Dulle via email dated August 3, 2016.

a. Dr. Hamlet’s Membership Information Form identified Dr. Hamlet’s position as the Superintendent of Pittsburgh Public Schools.

156. Dr. Hamlet attended three ERDI Institutes spanning the time frame of February 2017 through February 2019 as an ERDI panelist as follows:

| **Institute Attended** | **Institute Location** | **Institute Dates** | **Days of Week** |
| --- | --- | --- | --- |
|  |  |  |  |
| ERDI I/II (Winter 2017) | New Orleans, LA | 02/10/2017 – 02/14/2017 | Friday - Tuesday |
|  |  |  |  |
| ERDI I/II (Summer 2017) | Baltimore, MD | 07/09/2017 – 07/12/2017 | Sunday - Wednesday |
|  |  |  |  |
| ERDI I/II (Winter 2019) | Newport Beach, CA | 02/17/2019 – 02/20/2019 | Sunday - Wednesday |

157. Dr. Hamlet’s days of attendance at ERDI Institutes at which he served as a panelist include:

a. Winter 2017: February 12, 2017 – February 14, 2017 (Sunday – Tuesday).

1. February 13th & 14th, 2017, were regularly scheduled workdays for Dr. Hamlet.

aa. Dr. Hamlet utilized two personal days to account for his absence from the District on February 13th & 14th, 2017.

b. Summer 2017: July 9, 2017 – July 11, 2017 (Sunday – Tuesday).

1. July 10th & 11th, 2017, were regularly scheduled workdays for Dr. Hamlet.

aa. Dr. Hamlet utilized two vacation days to account for his absence from the District on July 10th & 11th, 2017.

i. Dr. Hamlet’s vacation days were not entered into the District’s timekeeping system until August 22, 2019.

aaa. Dr. Hamlet received his original Notice of Investigation letter from the Commission’s Investigative Division on August 15, 2019.

ii. These days were listed on Dr. Hamlet’s calendar as personal days.

c. Winter 2019: February 17, 2019 – February 19, 2019 (Sunday – Tuesday).

1. February 18th & 19th, 2019, were regularly scheduled workdays for Dr. Hamlet.

aa. Dr. Hamlet utilized two personal days to account for his absence from the District on February 18th & 19th, 2019.

158. Dr. Hamlet was informed via email dated December 30, 2016, from Suzanne Dulle (“S. Dulle”), then ERDI Vice-President and Chief Operating Officer, of his option to donate his consulting honorarium for his service on ERDI panels.

a. S. Dulle informed Dr. Hamlet that she would be preparing the checks for the ERDI Winter Conference in New Orleans, LA.

1. S. Dulle questioned if Dr. Hamlet wished to donate his honorarium to a charitable organization.

aa. S. Dulle expressed that some ERDI members donate to their school foundation or another organization of their choice.

2. S. Dulle requested that Dr. Hamlet inform her of his choice and the name and address of the charity, if Dr. Hamlet chose to donate his honorarium.

b. Dr. Hamlet responded to S. Dulle via email dated January 4, 2017 which stated,

“Suzi,

Please plan to prepare a check for me. Thanks in advance…”

159. Dr. Hamlet received three checks totaling $9,116.70 in relation to his service on ERDI panels at the ERDI Winter 2017, Summer 2017, and Winter 2019 Institutes, as detailed below:

| **Year** | **Institute** | **ERDI Clients** | **Check Date** | **Check Number** | **Check Amount** | **Description** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| 2017 | Winter II | HobsonsChancelightAllovueK12 Insight | 02/14/17 | 7774 | $3,257.10\* | $50.00 Ground Transportation$167.50 Food$1,039.60 Airfare$2,000 Honoraria**$3,257.10 Total** |
|  |  |  |  |  |  |  |
| 2017 | Summer I | IO EducationSocial SentinelZSpaceSchool CNxT | 07/06/17 | 1198 | $2,977.60^ | $50.00 Ground Transportation$176.00 Food$747.60 Airfare$2,000 Honoraria**$2,973.60 Total** |
|  |  |  |  |  |  |  |
| 2019 | Winter I | GaggleIlluminate EduPanorama EduSchoolMint | 02/14/19 | 2127 | $2,882.00 | $35.00 Ground Transportation$0 Food$847.00 Airfare$2,000 Honoraria**$2,882.00 Total** |

\*Note: Check No. 7774 specifies the reimbursement/honoraria amounts in the memo section; consulting amount is incorrectly documented as $2,100.00.

^Note: Check No 1198 incorrectly documented the amount payable as $2,977.60, a mathematical error in Dr. Hamlet’s favor in the amount of $4.00.

a. Each check issued to Dr. Hamlet included $2,000.00 within the total for Dr. Hamlet’s ERDI Institute panel service honorarium, as well as reimbursement for Dr. Hamlet’s claimed travel expenses.

1. ERDI reimbursed Dr. Hamlet a total of $2,234.70 for transportation and hospitality expenses and made direct payment totaling $1,434.18 for Dr. Hamlet’s lodging associated with ERDI Institutes attended in calendar year 2017 as follows:

aa. Transportation: $1,887.20 ($100.00 Ground + $1,787.20 Air).

bb. Hospitality: $343.50 (Food).

cc. Lodging: $1,434.18 ($744.63 Loews Hotel, New Orleans + $689.55 Four Seasons, Baltimore).

2. ERDI reimbursed Dr. Hamlet a total of $882.00 for transportation expenses and made direct payment totaling $760.71 for Dr. Hamlet’s lodging associated with the ERDI Institute attended in calendar year 2019 as follows:

aa. Transportation: $882.00 ($35.00 Ground + $847.00 Air).

bb. Lodging: $760.71 (Fashion Island Hotel, Newport Beach).

160. Dr. Hamlet currently maintains an Advantage Plus Banking Account at Bank of America.

a. Dr. Hamlet originally opened the account as an individual My Access Checking Account on February 22, 2008.

b. Dr. Hamlet requested an ATM/Check Card for/with the account.

c. Dr. Hamlet is the only authorized signatory on the account.

161. Dr. Hamlet deposited all three checks received from ERDI in relation to his attendance at ERDI Institutes and service as an ERDI panelist at the Institutes, into his personal bank account at Bank of America as detailed below:

| **Origin** | **Check No** | **Check Date** | **Payee** | **Amount** | **Deposit Date** | **Disposition** |
| --- | --- | --- | --- | --- | --- | --- |
| ERDI^ | 7774 | 02/14/2017 | Dr. Hamlet | $3,257.10 | 02/15/2017 | Mobile Deposit Account x- |
|  |  |  |  |  |  |  |
| ERDI\* | 1198 | 07/06/2017 | Dr. Hamlet | $2,977.60 | 07/12/2017 | Mobile Deposit Account x |
|  |  |  |  |  |  |  |
| ERDI\* | 2127 | 02/14/2019 | Dr. Hamlet | $2,882.00 | 02/20/2019 | Mobile Deposit Account x |

^Payor documented as Dulle Enterprises, Inc., DBA Education Research and Development Institute.

\*Payor documented as ERDI Partners, INC.

a. Dr. Hamlet did not direct or instruct ERDI to donate any of his honorarium to any nonprofit/charitable foundations and/or organizations in 2017 or 2019.

b. Dr. Hamlet believed that, based on the language in his contract, which had been drafted by the District’s Solicitor, that he was permitted to accept an honorarium so long as he was on personal leave at the time of the event related to the honorarium.

162. As Superintendent of the District, Dr. Hamlet received honorarium payments in recognition of his appearances, presentations, and participation on ERDI Panels which were not intended as consideration for the nonpublic and professional presentations made by Dr. Hamlet.

a. ERDI informed the Investigative Division that the purpose of the payment was “as a show of gratitude for sharing their time, expertise, and professional knowledge in service of the continuous improvement of public education, ERDI Education leaders were provided a modest honorarium” (between $1,500.00-$2,500.00 per Institute).

163. Dr. Hamlet, in his position as the Superintendent of the District, did not disclose as income the $4,000.00 in payments received from ERDI on his initial 2017 calendar year Statement of Financial Interests filed as the Superintendent, as well as travel expenses of $3,668.88 paid by ERDI for transportation, lodging, and hospitality.

a. Dr. Hamlet filed an amended 2017 Statement of Financial Interests disclosing income from ERDI, but not the travel, hospitality, or lodging received.

1. Travel, lodging, and hospitality are required to be disclosed if they were received in connection with his public position.

164. Educational Solutions Consulting, Inc. (“ESC”) exists as a for profit corporation.

a. ESC was assigned Department of State ID Number 5045597 by the New York Department of State on November 30, 2016.

1. ESC previously existed as a domestic limited liability company under Department of State ID Number 3850300 from August 28, 2009, to November 30, 2016.

aa. ESC dissolved as a domestic limited liability company on November 30, 2016.

b. ESC maintains a Department of State process address of 211 E. Front St., First Fl., Greenport, New York, 11944.

c. ESC maintains a mailing address of 167 Main Street, 3rd Floor, Northport, NY 11768.

d. ESC is documented as an active entity by the New York Department of State.

165. ESC is a consulting firm which provides strategy, advisement, coaching, and business development support for entrepreneurial organizations within the K12 industry.

a. ESC assists K12 startup companies with building their businesses, including advising the companies on the process of building relationships with school agencies and their leaders.

1. ESC addresses companies’ goals by accessing its cohort of superintendent partners to map the educational landscape and assist in determining where best to build or invest.

b. ESC provides specific services including the following:

1. Founder sales and coaching for early stage companies;

2. K-12 district sales engines;

3. New York City based sales engines;

4. Market mapping;

5. Marketing and strategic communications; and

6. Business to business sales.

166. ESC was contracted in 2016 and 2017 to provide consulting services to venture philanthropist New Schools Venture Fund’s “Ignite” grantees.

a. New Schools Venture Fund (“NSVF”) is a national nonprofit venture philanthropy working to reimagine public education.

1. NSVF issues grants annually to a cohort of for-profit and non-profit organizations seeking to improve outcomes for K12 public school students in a particular area of work (e.g., Special Education, Social Emotional Learning, Literacy, Science/Tech, etc.).

167. ESC was engaged to provide a day of coaching, mentoring, and advisement from its network of K12 public school superintendent partners to NSVF grantees via an agreement DocuSigned by Tonika Cheek Clayton, Partner – NSVF, and Doug Roberts, President – ESC, on September 29, 2016, and September 30, 2016, respectively.

a. ESC’s responsibilities included recruiting the superintendents, handling the logistics of their travel, and organizing the instructional workshops.

168. ESC’s deliverables per the agreement and NSVF’s responsibilities per the agreement included, in part, the following:

a. ESC deliverables:

1. Two Superintendent Advisory Workshop Days at NSVF Community of Practice Gatherings with a panel of at least five superintendents for each workshop.

aa. The scheduled day/dates for the Superintendent Advisory Workshop Days were Friday, November 4, 2016, and Tuesday, May 16, 2017, in the San Francisco Bay area, San Francisco, California.

2. Ninety-minute panel discussion moderated by ESC at each workshop.

3. Ninety-minute “1:1” consulting sessions between superintendents and portfolio organization leaders to discuss product, strategy, and pricing.

4. Travel and other related expenses.

b. NSVF responsibilities:

1. Lodging and subsistence expense for one night’s hotel room for five ESC superintendents and up to one ESC staff member, as well as breakfast, lunch, and dinner for all six participants at each workshop.

169. ESC routinely offered the superintendents honorarium in the amount of $500.00 for service on panels at applicable events for which ESC was contracted.

a. ESC provided the superintendents with the option of accepting the honorarium or directing ESC to send a check to a school’s foundation or other 501(c)(3) benefitting the superintendent’s respective school district.

b. ESC does not enter into formal, written agreements with the superintendents concerning any honorarium payment.

170. Roberts invited Dr. Hamlet to participate as one of the five superintendents at the May 16, 2017, panel to be held in the San Francisco Bay area, San Francisco, California.

a. Roberts personally invited Dr. Hamlet to participate on the May 16, 2017, panel after meeting Dr. Hamlet in February 2017.

1. Roberts came to know Dr. Hamlet in February 2017 via introduction by mutual colleagues at an educational conference.

2. Dr. Hamlet was invited to participate on the panel due to his position as Superintendent of the District.

aa. All of the individuals participating on the panel were school district superintendents with the exception of Roberts.

b. Roberts informed Dr. Hamlet during the invitation that he could opt to receive an honorarium in the amount of $500.00 paid directly to him for his panel service, have the honorarium donated to a District foundation, or have the honorarium donated to a scholarship fund.

171. The agenda for the May 16, 2017, workshop included the following activities occurring at the workshop:

a. Introduction of the panel of superintendents.

1. Each of the panelists was verbally introduced by name, position, and school district.

b. Presentation of a panel discussion between all panelists and Roberts to company representatives in attendance.

c. Question and answer session between the company representatives and the panelists/Roberts.

d. Table conversations and feedback sessions.

172. Dr. Hamlet was present at and participated in the ESC organized workshop conducted in the San Francisco Bay area, San Francisco, California, on Tuesday, May 16, 2017.

a. Dr. Hamlet flew from West Palm Beach, Florida, to San Francisco, California, on Sunday, May 14, 2017, by way of Atlanta, Georgia, with a scheduled arrival time of 6:54 p.m.

1. Dr. Hamlet issued personal payment for his flight to California in the amount of $770.80 via his personal American Express credit card.

b. Dr. Hamlet was scheduled to fly from San Francisco, California, to Pittsburgh, Pennsylvania, on Tuesday, May 16, 2017, by way of St. Paul, Minnesota, with a scheduled arrival time of 12:55 p.m. on May 17, 2017.

1. Dr. Hamlet issued personal payment for his flight from California in the amount of $558.80 via his personal American Express credit card.

173. Monday, May 15, 2017, and Tuesday, May 16, 2017, were regularly scheduled District workdays for Dr. Hamlet.

a. Dr. Hamlet’s travel to San Francisco, California, was not approved per District travel requirements.

1. Dr. Hamlet had no approved DBA3 on file with the District to support his trip to San Francisco, California, on May 15, 2017, and May 16, 2017.

 aa. If Dr. Hamlet was on personal leave, no DBA3 was required.

bb. Dr. Hamlet has informed Commission staff that he intended to and believed he had taken leave for this trip.

i. The days in question are marked on Dr. Hamlet’s calendar as “New Schools Ignite Summit.”

ii. If provided with the appropriate information and if they did not make a mistake, Dr. Hamlet’s assistant(s) would have been responsible for documenting any leave he had requested to take for these days.

iii. The ultimate responsibility to ensure correct usage of leave rested with Dr. Hamlet.

2. Dr. Hamlet’s travel did not represent an authorized approved absence from the District for May 15th & 16th, 2017.

b. District records do not reflect that leave of any type (vacation, personal, or sick) was used to account for Dr. Hamlet’s District absences on May 15, 2017, or May 16, 2017.

174. Roberts/ESC extended Dr. Hamlet the option of accepting the $500.00 honorarium or directing ESC to provide the payment to a school’s foundation or other 501(c)(3) which benefited the District.

a. Dr. Hamlet did not direct or instruct Roberts/ESC to donate any of his honorarium to any foundation and/or other 501(c)(3).

b. Dr. Hamlet accepted the honorarium payment which was directly deposited into his personal account.

c. If he had been on leave, the terms of Dr. Hamlet’s contract would have permitted him to accept the honorarium.

175. Dr. Hamlet received two payments from ESC totaling $1,829.30 in relation to his service on the ESC panel convened on May 16, 2017, in San Francisco, California, which included an honorarium payment and airfare as detailed below:

| **Payment Date** | **Transaction No.^** | **Check Amount** | **Description** |
| --- | --- | --- | --- |
|  |  |  |  |
| 05/25/2017 | 6247991585 | $1,058.50 | $558.50 Airfare (Return Flight)$500.00 Honorarium**$1,058.50 Total** |
|  |  |  |  |
| 06/13/2017 | 6292573663 | $770.80 | $770.80 Airfare (Arriving Flight)**$770.80 Total** |

^Payments to Dr. Hamlet were made by online bill pay from ESC’s Chase online bill pay service (Account No. x-9732)

a. Transaction Number 6247991585 totaling $1,058.50 included $500.00 for Dr. Hamlet’s ESC panel honorarium payment as well as partial reimbursement for Dr. Hamlet’s claimed airfare expenses.

b. Transaction Number 6292573663 totaling $770.80 accounted for reimbursement for the balance of Dr. Hamlet’s claimed airfare expenses associated with the travel.

c. Transaction Numbers 6247991585 and 6292573663 resulted in a direct deposit of funds totaling $1,829.30 into Dr. Hamlet’s personal bank account at Bank of America which included $1,329.30 claimed for transportation expenses (airfare) and the $500.00 honorarium payment.

176. Dr. Hamlet, in his position as the Superintendent of the District, failed to disclose transportation, lodging, and/or hospitality provided by ESC in excess of $650.00 in association with travel to ESC’s panel for NSVF on his initial and amended 2017 calendar year Statements of Financial Interests.

a. Transportation, lodging, hospitality received from ESC (2017):

 Airfare: **$1,329.30**

1. Travel, lodging and hospitality are required to be disclosed if they were received in connection with his public position.

177. The Council of Great City Schools (“CGCS”) is a nonprofit entity founded in 1956 to represent the needs, challenges, and successes of major city public school districts and their students.

a. The CGCS’s mission is to endorse the cause of urban schools and to advocate for inner-city students through legislation, research, and media relations.

b. The CGCS keeps the nation’s lawmakers, the media, and the public informed about the progress and problems in large city schools.

178. The CGCS efforts to promote the improvement of public education in major city public school districts through advocacy, research, communications, conferences, technical assistance, and other activities.

a. The CGCS holds various conferences/events through which to advance its mission.

b. The District is a CGCS member district.

179. The Wallace Foundation is a philanthropy working nationally to foster improvements in learning and enrichment for disadvantaged children and the vitality of the arts for all.

a. Dr. Hamlet attended a minimum of two meetings in New York, New York, hosted by the Wallace Foundation during calendar year 2017.

1. Dr. Hamlet attended the meetings as a result of a grant/grants provided to CGCS by the Wallace Foundation.

180. Dr. Hamlet was present at and attended an event as a CGCS member in New York, New York, on or about May 22, 2017, which was hosted by the Wallace Foundation regarding the subject of “Principal Supervisors.”

a. Dr. Hamlet flew from Pittsburgh, Pennsylvania, to New York, New York, on May 21, 2017.

b. Dr. Hamlet flew from New York, New York, to Pittsburgh, Pennsylvania, on May 22, 2017.

181. Dr. Hamlet secured lodging for the night of May 21st, 2017, at the Westin New York at Times Square, New York, New York, at a total cost of $238.86.

a. Dr. Hamlet issued payment for his lodging via his District issued Procurement Card in the amount of $238.86.

1. The District issued payment on June 27, 2017, for its Procurement Card account via Corporate ACH Autopay from the District General Fund Account.

182. Upon return, Dr. Hamlet submitted travel expenses incurred to CGCS for reimbursement in conjunction with the Wallace Foundation event on Principal Supervisors.

a. Dr. Hamlet was reimbursed in the amount of $534.10 for hotel and out of pocket expenses.

b. Dr. Hamlet does not do his own expense or reimbursement reports, although he does sign them and is ultimately responsible for their accuracy.

183. Dr. Hamlet received CGCS check number 30049, dated July 5, 2017, in the amount of $534.10 in payment of/reimbursement for travel expenses incurred in relation to his attendance at the May 22, 2017, Wallace Foundation event regarding Principal Supervisors.

a. CGCS sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s home address.

b. Dr. Hamlet’s lodging expense of $238.86 paid via his District Procurement Card was included within the reimbursement amount received from CGCS.

184. Dr. Hamlet deposited CGCS check number 30049 into his personal account at Bank of America on July 10, 2017, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of CGCS check number 30049.

185. Dr. Hamlet incorrectly received $238.86 in funds due the District as reimbursement when he deposited CGCS check number 30049 into his personal account at Bank of America.

a. Dr. Hamlet made no personal reimbursement to the District to account for his depositing CGCS check number 1187 into his personal account which included $238.86 due the District.

186. Dr. Hamlet attended a second event as a CGCS member in New York, New York, on or about September 25, 2017, which was hosted by the Wallace Foundation regarding the subject of the ESSA Leadership Learning Community (“ELLC”).

a. Dr. Hamlet’s airfare totaled $740.40 for the round-trip ticket.

1. Dr. Hamlet’s airfare was charged to Dr. Hamlet’s District Procurement Card.

2. The District issued payment on October 27, 2017 for its Procurement Card account via Corporate ACH Autopay from the District General Fund Account.

187. Dr. Hamlet secured lodging for the night of September 24, 2017, at the Roosevelt Hotel, New York, New York, at a total cost of $208.91.

a. Dr. Hamlet issued payment for his lodging via use of his District-issued Procurement Card in the amount of $208.91.

1. The District issued payment on October 27, 2017, for its Procurement Card account via Corporate ACH Autopay from the District General Fund Account.

188. Santucci completed and submitted a CGCS Travel Expense Reimbursement Request form on Dr. Hamlet’s behalf for reimbursement of travel expenses incurred totaling $775.15 in conjunction with the Wallace Foundation event on ELLC.

a. Dr. Hamlet authorized submission of the reimbursement form to CGCS for the following:

| **Description** | **Amount** |
| --- | --- |
| Airfare | $740.40 |
| Other (mileage) | $34.75 |
|  |  |
| **Total** | **$775.15** |

b. Dr. Hamlet’s signature is present on the reimbursement form as the participant.

c. Dr. Hamlet does not do his own expense or reimbursement reports, although he does sign them and is ultimately responsible for their accuracy.

189. CGCS subsequently issued check number 30378, dated October 31, 2017, in the amount of $775.15 to the District in payment of/reimbursement for travel expenses incurred in relation to Dr. Hamlet’s attendance at the September 25, 2017, Wallace Foundation event regarding ELLC.

a. CGCS submitted the reimbursement check directly to the District Administration Building to the attention of the Finance Department.

190. After the District’s receipt of CGCS check number 30049, Dr. Hamlet authorized completion of a District DBA1 – Voucher Request in his name dated November 27, 2017, requesting reimbursement in the amount of $775.15.

a. The DBA1 documented the following explanation for the reimbursement request:

 *“Attached is a copy of a check from the Council of the Great City Schools as a reimbursement for Dr. Hamlet’s expenses. This is to reimburse Dr. Hamlet because the check was (illegible) to the Pittsburgh Public Schools.”*

191. The information on the District DBA1 – Voucher Request was not accurate, which resulted in Dr. Hamlet’s receipt of District funds to which he was not entitled.

a. At least $740.40 of the $775.15 Dr. Hamlet requested for reimbursement from the District represented funds due the District.

1. Dr. Hamlet’s airfare in the amount of $740.40 had been purchased via Dr. Hamlet’s District Procurement Card and subsequently paid by the District.

b. Both the Board President and the District’s Chief Financial Officer signed off on the DBA1.

192. Dr. Hamlet received District check number 0023415, dated December 8, 2017, in the total amount of $1,336.84 as cumulative reimbursement for travel expenses claimed in association with Dr. Hamlet’s travel to separate CGCS events in September 2017 and October 2017, respectively.

a. Dr. Hamlet was issued reimbursement totaling $775.15 for his travel to the Wallace Foundation ELLC event held on September 25, 2017.

1. At least $740.40 of the total $1,336.84 represented the cost of airfare which had been charged on Dr. Hamlet’s Procurement Card and subsequently paid by the District.

b. The reimbursement to Dr. Hamlet via check number 023415 included $561.69 for his travel to the CGCS Annual Conference in Cleveland, Ohio, spanning the dates of October 17, 2017 – October 21, 2017. This was proper reimbursement.

193. Dr. Hamlet cashed District check number 0023415 at First National Bank, Oakland, Pittsburgh, on December 8, 2017.

a. Dr. Hamlet’s signature is present on the back of District check number 0023415.

194. Dr. Hamlet incorrectly received $740.40 in reimbursement funds which were due the District when he cashed District check number 0023415, converting same to personal use.

a. Dr. Hamlet made no personal reimbursement to the District to account for his receipt of the airfare reimbursement totaling $740.40 to which he was not entitled.

195. Dr. Hamlet realized a private pecuniary gain when, in his position as the Superintendent of the District, he incorrectly received reimbursement funds due the District from CGCS in the approximate amount of $979.26 for events attended and subsequently utilized the funds for his own personal use as detailed below:

|  |  |
| --- | --- |
| **Description**  | **Amount** |
| Lodging reimbursement: Wallace Foundation Principal Supervisor’s meeting | $238.86 |
| Airfare reimbursement: Wallace Foundation ELLC meeting | $740.40 |
| **Total** | **$979.26** |

196. The Center for Better Schools, dba The National Academy of Advanced Teacher Education (“NAATE”), is an educational, nonprofit entity focused on providing quality, in-residence professional development to teachers and school leaders from urban schools throughout the United States.

a. NAATE’s mission is to develop, leverage, and retain the nation’s top-tier educators for improved student and school performance through an advanced program of study which balances instructional mastery and leadership.

b. NAATE operates its programs at Yale University in New Haven, Connecticut, in the summer months and at Hotel DuPont in Wilmington, Delaware, during the school year.

197. In 2017, NAATE received a grant from the Heinz Foundation with which NAATE was charged in determining interest in NAATE from local district and charter school leaders in the Greater Pittsburgh area.

a. NAATE invited Dr. Hamlet and Fearbry-Jones to travel to Wilmington, Delaware, to receive an overview of the program, sit in on NAATE classes for one day, and engage with participants.

1. Dr. Hamlet and Fearbry-Jones were to arrive the evening of November 1, 2017, and return to Pittsburgh the following day.

b. Dr. Hamlet, Fearbry-Jones, and Principals Kellie Meyer and Karen Arnold traveled to Wilmington, Delaware, to participate in the event.

1. District Representatives, including Dr. Hamlet, were informed prior to the travel that transportation expenses would be reimbursed.

198. Dr. Hamlet’s airline arrangements for his travel to Wilmington, Delaware, were made on October 27, 2017, with lodging for Dr. Hamlet’s travel scheduled directly by NAATE.

a. Dr. Hamlet flew from Pittsburgh, Pennsylvania, to Philadelphia, Pennsylvania, and back on November 1, 2017, and November 2, 2017, respectively via American Airlines Ticket Number 0012155678955.

1. Dr. Hamlet’s airfare totaled $732.40 for the round-trip ticket.

aa. The cost of Dr. Hamlet’s airfare was charged to Dr. Hamlet’s District Procurement Card.

bb. The District issued payment on November 28, 2017, for its Procurement Card account via Corporate ACH Autopay from the District General Fund Account.

199. Dr. Hamlet utilized the services of Yellow Cab Association for ground transportation from Philadelphia, Pennsylvania, to Wilmington, Delaware, on November 1, 2017, and Uber for ground transportation from Wilmington, Delaware, to Philadelphia, Pennsylvania, on November 2, 2017.

a. Dr. Hamlet incurred Yellow Cab fees in the amount of $66.14 and Uber fees in the amount of $107.39, for ground transportation fees in the total amount of $173.53.

b. Dr. Hamlet issued personal payment for the fees incurred via his personal American Express credit card.

200. NAATE representatives secured lodging for Dr. Hamlet at Hotel du Pont in Wilmington, Delaware, overnight from November 1, 2017, into November 2, 2017.

a. The rate for Dr. Hamlet’s room was $196.90 per night per an existing contract between NAATE and Hotel du Pont.

1. No incidentals were charged to Dr. Hamlet’s room.

2. Dr. Hamlet is incorrectly identified on Hotel du Pont’s group rooming list as, “Dr. Hamlet, Anderson.”

b. Dr. Hamlet’s room cost was paid directly by NAATE at the negotiated contract rate.

201. Dr. Hamlet participated in the NAATE program for one day during his travel to and from Wilmington, Delaware.

a. Dr. Hamlet’s role was that of an observer/evaluator to assess the merits of the program for application within the District.

202. Santucci forwarded Dr. Hamlet’s transportation receipts totaling $905.93 via email to NAATE for reimbursement upon Dr. Hamlet’s return to the District.

a. The $905.93 submitted included $732.40 in airline fees originally paid via Dr. Hamlet’s District Procurement Card.

203. Dr. Hamlet received NAATE check number 1187, dated November 14, 2017, payable to Dr. Anthony Hamlet in the amount of $887.46 as payment of/reimbursement for travel expenses incurred.

a. NAATE sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s District office address.

1. The memo section of the check noted:

 Dr. Anthony Dr. Hamlet

 Pittsburgh Public Schools

 341 S. Bellefield Avenue

Room 107

 Pittsburgh, PA 15213

b. At least $713.93 of Dr. Hamlet’s total airfare of $732.40 paid via his District Procurement Card was included within the reimbursement amount.

1. NAATE reimbursed a total amount $18.47 less than actual travel expenses incurred for airline and ground transportation expenses.

204. Dr. Hamlet deposited NAATE check number 1187 into his personal account at Bank of America on November 21, 2017, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of NAATE check number 1187.

205. Dr. Hamlet incorrectly obtained a minimum of $713.93 in reimbursement funds due the District when he deposited NAATE check number 1187 into his personal account at Bank of America for personal use.

a. Dr. Hamlet made no personal reimbursement to the District to account for his depositing NAATE check number 1187 into his personal account which included a minimum of $713.93 due the District.

206. Dr. Hamlet, in his position as the Superintendent of the District, failed to disclose transportation, lodging, and/or hospitality provided by NAATE in excess of $650.00 in association with travel to and attendance at a NAATE event in 2017 on his initial and amended 2017 calendar year Statements of Financial Interests.

a. Transportation, lodging, and hospitality received from NAATE totaled $1,084.36.

b. Dr. Hamlet is required to report reimbursements for “transportation, lodging or hospitality that [he] received in connection with [his] public position.”

207. The Jewish Federation of Greater Pittsburgh (“JFGP”) is a nonprofit entity which serves as the central planning and fundraising body for the Pittsburgh Jewish community.

a. The JFGP’s vision/mission statement is to further the Jewish community by raising and allocating funds and building community locally, in Israel, and around the world.

208. Classrooms Without Borders (“CWB”) is an independent, nonprofit program of the JFGP which provides continuing education and professional development for educators.

a. CWB financially and academically supports educators and students to participate in study travel seminars to places where the Jewish population has been impacted by antisemitism and oppression.

209. In 2018, CWB partnered with the District to provide a group of five District representatives the opportunity to participate in CWB’s Poland Personally Holocaust education travel study seminar (“Poland Study Seminar”).

a. The Poland Study Seminar was scheduled to occur over the time frame of Sunday, July 1, 2018, to Monday, July 9, 2018.

1. The travel encompassed a total of five regularly scheduled District workdays for Dr. Hamlet.

aa. July 4, 2018, was not a regularly scheduled workday for District personnel.

210. Per the partnership agreement, the District was responsible for payment of a registration fee of $1,500.00 per educator attending with CWB subsidizing the remainder of the costs.

a. The $1,500.00 registration fee for each representative covered all travel costs including airfare and lodging.

1. Educators had the option of purchasing his/her own tickets with CWB reimbursing the educators’ actual expense or up to the amount CWB would have spent on his/her flight.

aa. Educators purchasing their own airline tickets were eligible for reimbursement of the lesser of the two amounts.

bb. Ticket costs through CWB for the 2018 Poland Study Seminar totaled approximately $1,860.00 per ticket.

b. The amount to be subsidized by CWB totaled $3,100.00 per District participant.

211. District representatives selected to participate in the travel included Dr. Hamlet, Fearbry-Jones, Wester, May-Stein, and Brice Hostutler.

a. Hostutler was the only classroom teacher of the five District representatives participating.

212. A District DBA3 travel request was submitted on Dr. Hamlet’s behalf to then-Board President, Dr. Regina Holley, for approval on or about December 11, 2017, in relation to his travel to the CWB Poland Study Seminar.

a. The form documented the dates of travel as June 30, 2018, to July 11, 2018, inclusive on his DBA3.

b. Dr. Hamlet did not fill out, but did sign, the DBA3. Ms. DeCarlo advised the Commission staff that it was her practice to include both an extra day at the beginning and at the end on Dr. Hamlet’s DBA3s to account for possible changes of schedule.

213. CWB’s 2018 Poland Study Seminar required participants to complete a registration process which included payment of a $250.00 non-refundable deposit by December 15, 2017.

a. Payment of the deposit signified completion of the registration process and secured the slot for the participant on the trip.

1. The amount of the deposit was subsequently deducted from the full seminar registration fee.

b. Participants were billed at a later date for the remaining balance of seminar dues after the CWB subsidy was applied.

214. CWB requested that all educators participating in the 2018 Poland Study Seminar pay the $250.00 deposit fee from their own personal funds.

a. The request was made so that if the educator’s school/district later covered the entire registration fee, CWB reimbursed the $250.00 deposit amount directly to the participant.

215. Payment for Hamlet’s CWB Poland Study Seminar registration fees were made on December 14, 2017, in the amount of $250.00 via his District-issued Procurement Card.

a. Dr. Hamlet’s registration fees were paid via an online transaction. Dr. Hamlet’s assistants have access to and typically use his Procurement Card for travel expenses and reservation rather than Dr. Hamlet doing so himself.

b. The District issued payment on January 26, 2018, for its Procurement Card account via Corporate ACH Autopay from the District General Fund Account.

216. CWB subsequently billed the District via Invoice No. 1070 in the total amount of $7,500.00 for the balance of the Poland Study Seminar fees due for Dr. Hamlet and the remaining District participants.

a. The invoice detailed the balance due for each of the District participants, including Dr. Hamlet, as $1,500.00 after the CWB subsidy was applied.

1. The invoice documented a balance due of $4,600.00 per participant, minus the CWB subsidy of $3,100.00 per participant, for a total due of $1,500.00 per participant.

b. The District issued three separate checks to the JFGP in the total amount of $7,500.00 in payment of Dr. Hamlet’s and the remaining participant’s dues for the Poland Study Seminar as detailed below:

 **Check Number Check Date Check Amount**

 0914817 05/30/2018 $1,500.00

 0914818 05/30/2018 $4,500.00

 0026971 06/01/2018 $1,500.00

 Total $7,500.00

217. Dr. Hamlet did not travel to the CWB Poland Study Seminar with the remainder of the District participants.

a. Dr. Hamlet flew from Hong Kong, China, to Moscow, Russia, and from Moscow, Russia, to Warsaw, Poland, on July 1, 2018.

1. Dr. Hamlet’s airfare from Hong Kong to Moscow to Warsaw totaled $506.80.

2. Dr. Hamlet had been in China from at least Monday, June 25, 2018, until Sunday, July 1, 2018, on personal business.

aa. June 25, 2018, through June 29, 2018, were regularly scheduled District workdays for Dr. Hamlet.

i. Dr. Hamlet utilized three vacation days and two accumulated snow days to account for his absence from the District from June 25, 2018, through June 29, 2018.

218. Dr. Hamlet participated in the CWB Poland Study Seminar from Sunday, July 1, 2018, until Monday, July 9, 2018, when Dr. Hamlet then flew from Krakow, Poland, to Frankfurt, Germany, and from Frankfurt, Germany, to Pittsburgh, Pennsylvania.

a. Dr. Hamlet’s airfare from Krakow to Frankfurt to Pittsburgh totaled $1,218.71.

1. Dr. Hamlet issued personal payment for his airline tickets from Krakow to Frankfurt to Pittsburgh via his personal American Express credit card.

219. A District DBA4 Expense Account Memorandum dated July 12, 2018, was submitted on behalf of Dr. Hamlet for reimbursement of expenses totaling $772.26 associated with his participation in the CWB Poland Study Seminar.

a. Within the $772.26 claimed was per diem reimbursement for meals in the amount of $52.00 per day for eleven days (June 30, 2018, through July 10, 2018) totaling $572.00.

b. Dr. Hamlet did not personally fill out this document, but he did sign it.

1. The original draft of the document included the non-existent date of June 31, 2018 (June only has 30 days), resulting in an extra day. When the form was changed the extra day, however, remained, resulting in the trip being stated as ending on July 10 instead of July 9.

220. In addition to reimbursement claimed from the District, Dr. Hamlet claimed separate reimbursement from the JFGP in the amount of $1,975.51.

a. Dr. Hamlet received an email from Robin Monroe (“Monroe”), CWB Program Coordinator, on August 2, 2018, advising Dr. Hamlet that she was processing his airfare expense of $1,218.71 in addition to the $250.00, “…you paid out of pocket for Poland deposit…” for reimbursement.

1. Dr. Hamlet had no out of pocket expense for the deposit.

2. The $250.00 deposit was made via use of Dr. Hamlet’s District Procurement Card.

aa. The $250.00 deposit reimbursement/refund was due the District.

3. Dr. Hamlet responded to Monroe via email that same day that she was missing a flight ticket he had submitted and that he would forward the tickets (i.e., receipts).

aa. Dr. Hamlet sent an additional email to Monroe that same day which included his arriving and departing tickets to/from Poland.

i. In the email Dr. Hamlet requested that Monroe acknowledge the finalized reimbursement adjustment and receipt of the information.

bb. Monroe was not advised that Dr. Hamlet had not paid the $250.00 deposit personally.

cc. Monroe was not advised to issue the $250.00 deposit amount back to the District.

b. Dr. Hamlet received a subsequent email from Monroe that same day confirming details of Dr. Hamlet’s reimbursement as follows:

| **Description** | **Amount** |
| --- | --- |
| Deposit | $250.00 |
| Airfare: Hong Kong to Warsaw | $506.80 |
| Airfare: Krakow to Pittsburgh | $1,218.71 |
|  |  |
| **Total** | **$1,975.51** |

221. Dr. Hamlet received, and subsequently deposited, JFGP check number 030366, dated August 10, 2018, in the amount of $1,975.51 into his personal account at Bank of America on August 13, 2018, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of JFGP check number 030366.

b. The payment included reimbursement of the $250.00 deposit Dr. Hamlet charged to his District Procurement Card.

222. Dr. Hamlet incorrectly received $250.00 in reimbursement funds which were due the District when he deposited JFGP check number 030366 into his personal account at Bank of America for personal use.

a. Dr. Hamlet made no personal reimbursement to the District to account for his depositing JFGP check number 1187 into his personal account which included $250.00 due the District.

223. Dr. Hamlet also ultimately received reimbursement from the District via check number 029148, dated August 31, 2018, in the amount of $772.26 for expenses incurred in relation to Dr. Hamlet’s participation in the CWB Poland Study Seminar.

a. Of the $772.26 issued to Dr. Hamlet, $572.00 was issued as reimbursement for meals in the amount of $52.00 per day for eleven days (June 30, 2018, through July 10, 2018).

1. Dr. Hamlet’s DBA4 (which was drafted based on the incorrect DBA3) claimed per diem for two days in the total amount of $104.00 to which he was not entitled. Dr. Hamlet did not draft, although he signed, the DBA4.

aa. Dr. Hamlet’s DBA4 claimed per diem reimbursement for June 30, 2018, in the amount of $52.00 while on personal business in China.

i. The departure date for the Poland Study Seminar was July 1, 2018.

bb. Dr. Hamlet’s DBA4 claimed per diem reimbursement for July 10, 2018, in the amount of $52.00 although Dr. Hamlet had arrived in Pittsburgh, Pennsylvania, on the evening of July 9, 2018.

i. Dr. Hamlet’s flight from Krakow to Pittsburgh had a scheduled arrival time of 7:05 p.m. eastern time.

ii. Dr. Hamlet arrived at his residence in Pittsburgh via Uber at approximately 9:00 p.m. eastern time.

iii. Dr. Hamlet’s District ID Card (Badge No. 1991) documents Dr. Hamlet’s presence at the Administrative Building via the South Dithridge Street entrance/exit at 1:47:10 p.m. and 4:38.54 p.m. on July 10, 2018.

224. Dr. Hamlet cashed District check number 0029148 at First National Bank, Oakland, Pittsburgh, on August 31, 2018.

a. Dr. Hamlet’s signature is present on the back of District check number 0029148.

225. Dr. Hamlet, in his position as the Superintendent of the District, failed to disclose transportation, lodging, and/or hospitality provided by JFGP/CWB in excess of $650.00 in association with travel to and participation in the 2018 CWB Poland Study Seminar on his initial and amended 2018 calendar year Statements of Financial Interests.

a. Transportation, lodging, and hospitality from JFGP: $1,725.51

|  |  |
| --- | --- |
| **Description** | **Amount** |
| Airfare: Hong Kong to Warsaw | $506.80 |
| Airfare: Krakow to Pittsburgh | $1,218.71 |
| **Total** | **$1,725.51** |

b. Transportation, lodging, and hospitality from CWB: $3,100.00

 **Description Amount**

 Travel subsidy $3,100.00

226. Dr. Hamlet’s employment as the Superintendent is governed by contract between Dr. Hamlet, the District, and the Board.

a. Dr. Hamlet was appointed to the Superintendent position via Resolution approved at a May 18, 2016, Special Meeting of the Board authorizing the execution of an employment contract with Dr. Hamlet.

1. The Resolution authorized Dr. Hamlet’s appointment as the Superintendent for the period of July 1, 2016, through June 30, 2021.

2. Included within the Resolution was authorization for execution of a consulting contract for Dr. Hamlet’s service as a consultant for the District from June 1, 2016 – June 30, 2016, for transition and planning purposes.

b. Dr. Hamlet’s Superintendent’s contract bears an effective date of July 1, 2016.

227. Dr. Hamlet’s contract with the District is composed of multiple numbered sections which delineate specific information, mandates, allowances, etc., in relation to Dr. Hamlet’s employment with the District.

a. Dr. Hamlet negotiated his employment contract with the District with assistance from private legal counsel.

228. Section VI – Governance Management Contract, Sub-Section C – Role of Superintendent, of Dr. Hamlet’s contract identified, in part, the following:

a. Dr. Hamlet’s primary responsibility as providing leadership and organizational management for the total operation of the District and his accountability to the Board for District performance.

b. Dr. Hamlet to be guided by the policies of the Board, to maintain frequent and open communications with all Members of the Board, and to work collaboratively with the Board to inform them of the decision-making process.

229. Section IX – Compensation, of Dr. Hamlet’s contract identified, in part, the following:

a. Dr. Hamlet’s starting base annual salary of $210,000.00.

b. Dr. Hamlet’s receipt of a minimum salary increase of three percent annually provided Dr. Hamlet performed in a satisfactory or better manner.

c. Dr. Hamlet’s receipt of an annual bonus of up to $15,000.00 based upon achieving the Agreed Upon Performance Priorities set by the Board each year.

d. Dr. Hamlet’s salary schedule of payment in biweekly installments or, if different, in accordance with the District’s payroll practice as in effect from time to time.

1. Dr. Hamlet’s salary payment schedule is semi-monthly as a salaried employee.

230. Section X – Benefits, of Dr. Hamlet’s contract identified, in part, the following:

a. Dr. Hamlet’s receipt of leave in the form of twenty-five annual vacation days, fifteen annual sick days, two personal days, and four bereavement leave days.

1. Dr. Hamlet’s eligibility for reimbursement from the District at the end of each contract year in an amount equal to 1/260th of his salary (per diem rate) for each unused vacation and personal day up to twenty total days.

aa. Per Dr. Hamlet’s contract, any additional unused and unpaid vacation or personal days remaining at the conclusion of the contract year for the preceding year are forfeited and not carried over to any subsequent contract year.

bb. Dr. Hamlet’s contract is silent as to how snow days are to be treated.

231. Dr. Hamlet works in a year-round capacity in his capacity as the Superintendent.

a. Dr. Hamlet’s regularly scheduled workdays are Monday through Friday, although he does not work a “9-5” schedule.

1. An expectation exists that Dr. Hamlet may be required to work on weekends and/or after normal District administrative hours as the Superintendent. He does not receive any compensation time or extra pay for this work. For example, if Dr. Hamlet works sixty (60) hours in a week, he gets his regular salary only; there is no additional compensation or time off for the twenty (20) hours above a standard forty (40) hour workweek.

2. Dr. Hamlet has the ability to work remotely as needed.

b. Dr. Hamlet’s primary assigned work location is the District Administration Building located at 341 South Bellefield Avenue, Pittsburgh, PA 15213.

1. Dr. Hamlet’s office is in Room No. 107 within the Administration Building.

c. Dr. Hamlet receives the following holidays as regular days off in his capacity as a twelve-month employee:

1. New Year’s Day;

2. Martin Luther King, Jr., Day;

3. Good Friday;

4. Memorial Day;

5. Independence Day;

6. Labor Day;

7. Veterans Day;

8. Thanksgiving Day;

9. Day after Thanksgiving;

10. Day before Christmas;

11. Christmas Day; and

12. New Year’s Eve Day.

232. Each office/department within the District Administration Building includes an employee who, among other responsibilities, serves as the timekeeper for employees within their respective office/department.

a. The timekeeper is responsible for the entry of codes into the District PeopleSoft system to account for employee absences from the District during regularly scheduled work hours/days.

1. Employee absences from the District for which employees are paid include approved District absences, vacation time, personal time, sick time, and/or bereavement time.

2. Codes utilized by the District for absence classification are detailed below:

|  |  |
| --- | --- |
| **Code** | **Description** |
| AAS | Approved Absence Salaried |
| VAS | Vacation Day Salaried |
| VPS | Vacation Day Prior Year |
| SKS | Sick Salaried |
| PLS | Personal Leave Salaried |
| FUS | Funeral Leave Salaried |

aa. Code AAS is primarily utilized by the District to account for days that District employees are working or traveling on District business but are not physically within the District’s geographic boundaries.

i. Code AAS is used for absences when employees travel for professional development, travel as an official District representative, etc.

ii. Code AAS is also utilized to account for employee use of accumulated snow days.

bb. Vacation taken by District administrators during the last month of the school year (June) is entered into the system as VPS (vacation day prior year).

233. Although timekeepers are responsible for inputting leave into the District’s PeopleSoft System, employees utilizing leave are individually responsible for tracking his/her individual leave balances and proper reporting of time used/to be used.

a. Employees are responsible for informing their respective timekeeper of their intent to utilize leave.

1. Notice provided to the timekeeper may include in-person notification, email notification, telephone notification, etc.

2. If notified, it is the timekeeper who has responsibility for correctly inputting the leave into the District’s PeopleSoft System.

 a. With regard to travel records for Dr. Hamlet, Santucci informed Commission staff that “the Superintendent’s office was behind in entering time for its employees when she took over the time keeper responsibilities and in an effort to ‘catch up’ she may have simply noted ‘travel’ for days when Hamlet was out of the district (supported by calendars or DBA3s) instead of specific event names.”

b. Available leave balances are documented on each employee’s District paystub.

1. Employees may also inquire with his/her timekeeper at any time during the school year to obtain information regarding the number of leave days he/she has used and/or the remaining balance for the applicable school year.

c. Salaried employees must use leave in either one-half or full day increments.

234. Three separate District employees have served as the timekeeper for the Superintendent’s Office during Dr. Hamlet’s tenure.

a. Superintendent’s Executive Secretary Janet McMullen was responsible for timekeeping duties for Superintendent’s Office personnel from at least July 2016 until approximately July 2017.

b. Superintendent’s Executive Secretary Jocelyn Santucci was responsible for timekeeping duties for Superintendent’s Office personnel from approximately July 2017 to October 2017.

c. Superintendent’s Executive Secretary Keren DeCarlo has been responsible for timekeeping duties for Superintendent’s Office personnel from approximately October 2017 to the present.

235. Individuals serving in the timekeeper role for the Superintendent’s Office routinely became/become aware of Dr. Hamlet’s planned absences from the District via verbal communication with Dr. Hamlet, during meetings with Fearbry-Jones regarding Dr. Hamlet’s schedule, email from Dr. Hamlet, completion of DBA3 travel forms for Dr. Hamlet, and/or review of Dr. Hamlet’s Outlook calendar.

a. Dr. Hamlet’s Executive Secretaries maintain work locations in the immediate vicinity of Dr. Hamlet’s office.

b. Dr. Hamlet’s Executive Secretaries have direct access to Dr. Hamlet’s Outlook calendar.

1. The information on Dr. Hamlet’s Outlook calendar is typically entered by one of his assistants or Fearbry-Jones.

c. If notified, as the timekeeper, Dr. Hamlet’s Executive Secretaries are responsible for accurately inputting his leave into the District’s PeopleSoft System.

1. However, the ultimate responsibility for the accurate usage of Dr. Hamlet’s time rests with Dr. Hamlet.

236. Once notified, the timekeeper should enter the appropriate absence code into the PeopleSoft system to account for Dr. Hamlet’s absence from the District.

a. Dr. Hamlet is permitted to take his allotted number of vacation and/or personal days at his discretion after providing notice to the Board.

1. Dr. Hamlet is not required to obtain specific approval from the Board or Board President to use his allotted vacation and/or personal days and no DBA3 is required for these days.

b. Although he does not input the leave data into the District’s PeopleSoft system, Dr. Hamlet is responsible to ensure that his vacation and/or personal days utilized are properly reported and recorded into the District’s PeopleSoft system.

c. Per District policy, leave may be entered before the actual leave date or retroactively after the leave has been taken.

237. During the 2016 – 2017 school year, Dr. Hamlet utilized a total of eleven days of leave (nine vacation and two personal) from his total allotment of twenty-seven days of leave (twenty-five vacation and two personal) to account for personal absences from the District.

a. Dr. Hamlet is recorded as having utilized allotted leave to account for his absences from the District during the 2016 – 2017 school year as follows:

| **Date** | **Quantity in Units** | **Leave Code** | **Description** |
| --- | --- | --- | --- |
| Wednesday, August 10, 2016 | 1.0 | VAS | Vacation Day |
| Thursday, August 11, 2016 | 1.0 | VAS | Vacation Day |
| Friday, August 12, 2016 | 1.0 | VAS | Vacation Day |
| Monday, August 15, 2016 | 1.0 | VAS | Vacation Day |
| Tuesday, August 16, 2016 | 1.0 | VAS | Vacation Day |
| Friday, September 2, 2016 | 1.0 | VAS | Vacation Day |
| Tuesday, December 27, 2016 | 1.0 | VAS | Vacation Day |
| Wednesday, December 28, 2016 | 1.0 | VAS | Vacation Day |
| Thursday, December 29, 2016 | 1.0 | VAS | Vacation Day |
| Monday, February 13, 2017 | 1.0 | PLS | Personal Day |
| Tuesday, February 14, 2017 | 1.0 | PLS | Personal Day |
| **Total** | **11.0** |  |  |

238. Dr. Hamlet was absent from the District during the 2016 – 2017 school year for personal reasons for a minimum of five additional days for which records do not show recording of leave of any type to account for his absence from the District as shown below:

| **Date** | **Dr. Hamlet’s Location****Per Transactions\*** | **Purchases / Card #** | **Leave Used**  | **DBA3**  | **District Admin Swipe** |
| --- | --- | --- | --- | --- | --- |
| **Time In** | **Time Out** |
|  |  |  |  |  |  |
| Monday, May 15, 2017 | FloridaBurlingame, CABurlingame, CASan Francisco, CASan Francisco, CA | Bank of America Teller Withdrawal: x7756Hyatt Hotels: x7756Hyatt Hotels: x5006Macy’s: x5006M.Y. China San Francisco: x5006 | None | No | No Record Available |
|  |  |  |  |  |  |
| Tuesday, May 16, 2017 | Burlingame, CASan Francisco, CASan Francisco, CA | Hyatt Hotels SF: x5178Bank of America ATM Deposit (2): x7756 (~10:00a)United Airlines: x5006 | None | No | No Record Available |
|  |  |  |  |  |  |
| Wednesday, June 14, 2017 | Lake Worth, FLLake Worth, FLWest Palm Beach, FLWest Palm Beach, FLBoynton Beach, FLPalm Beach, FL | Burger King: x5006Dave’s Last Resort and Raw Bar: x5006Anushka Spa and Salon: x5006PDQ: x5006Boynton Beach Endocrinology: x5006Tideline Ocean Resort Restaurant (2): x5006 | None | No | No Record Available |
|  |  |  |  |  |  |
| Thursday, June 15, 2017 | FloridaWest Palm Beach, FLLoxahatchee, FLRoyal Palm Beach, FL | Bank of America Teller Withdrawal: x7756 (~1:05p)The Vitamin Shoppe: x5006 Wendy’s: x5006Peenie Wallies Fish and Jerk: x5006  | None | No | No Record Available |
|  |  |  |  |  |  |
| Friday, June 16, 2017 | Boynton Beach, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLRoyal Palm Beach, FLRoyal Palm Beach, FLWellington, FLFlorida | Siperstein Dermatology: x5006BJ’s Restaurant: x5006Century Corner M: x7756Sickle Cell Foundation PBC: x5006Forum Liquors: x5006Winn Dixie: x5006Bank of America ATM Deposit (2): x7756 (`10:33a)PDQ Wellington: x5006Bank of America Teller Withdrawal: x7756 (~3:50p) | None | No | No Record Available |

a. Dr. Hamlet was present in San Francisco, California, on May 15, 2017, and May 16, 2017, in association with an ESC event in which he was invited to serve as a panelist.

1. May 15, 2017, and May 16, 2017, were regularly scheduled District workdays for Dr. Hamlet.

2. Dr. Hamlet’s absence from the District was documented by absence code AAS signifying an approved absence for District-related purposes. This code would have been entered by the timekeeper, not Dr. Hamlet personally.

aa. Records indicate that no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District on May 15, 2017, and May 16, 2017.

bb. Records do not indicate that Dr. Hamlet received approval from the Board President to attend the event.

cc. Dr. Hamlet’s service on the ESC panel was not related to any District purpose.

3. Dr. Hamlet received an honorarium from ESC in the amount of $500.00 for attending the event while receiving his normal salary from the District for May 15, 2017, and May 16, 2017.

4. Dr. Hamlet received his full salary for the periods of May 1st -15th, 2017, and May 16th – 31st, 2017, via direct deposit into Dr. Hamlet’s personal account at Bank of America on May 15, 2017, and May 31, 2017, referenced by District check numbers 02048871 and 02050150.

5. These days were noted on Dr. Hamlet’s calendar in a manner that could indicate they were intended to be leave days.

aa. Specifically, Dr. Hamlet’s calendar identified “New Schools Ignite Summit San Francisco.”

bb. If on leave, Dr. Hamlet would not have needed a DBA3 or Board approval for this travel.

cc. Ultimately, Dr. Hamlet is responsible for ensuring the proper application of his leave requests.

b. Dr. Hamlet was present in various locations in Florida from June 14, 2017, to June 18, 2017, at a minimum in association with an invitation from the Sickle Cell Foundation of Palm Beach County & Treasure Coast, Inc., regarding its “A Father’s [sic] Heart Conference/Men of Distinction Awards & Recognition Banquet” held from June 14, 2017, into June 16, 2017, in Riviera Beach, Florida.

1. Dr. Hamlet served as a panelist regarding discussion centered on, “The Impact of Father’s in Children’s Educational Outcomes” scheduled from 9:00 a.m. – 10:00 a.m. on June 15, 2017.

aa. Dr. Hamlet was selected as a panelist because he was a Palm Beach County native who ascended through the school system and was appointed as a superintendent of a major metropolitan school district.

i. Dr. Hamlet was encouraged to remain and participate in additional panel discussions on June 16, 2017.

bb. Dr. Hamlet was also an award recipient at the Men of Distinction Awards and Recognition Banquet which followed the Conference on June 16, 2017.

2. June 14, 2017, through June 16, 2017, were regularly scheduled District workdays for Dr. Hamlet.

aa. Dr. Hamlet had a medical appointment on June 14 that would have made him eligible to use sick leave on this day.

bb. Dr. Hamlet had a medical appointment on June 16 that would have made him eligible to use sick leave on this day.

3. Dr. Hamlet’s absence from the District on June 14 through June 16, 2017, was documented by absence code AAS signifying an approved absence for District-related purposes. This code would have been entered by the timekeeper, not Dr. Hamlet personally.

aa. Records indicate that no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District from June 14, 2017, through June 16, 2017.

bb. Records indicate that Dr. Hamlet did not receive approval from the Board President to attend the event.

cc. Dr. Hamlet’s service on the panel at the Sickle Cell Foundation’s awards and recognition banquet was not directly related to any District purpose.

4. These days were noted on Dr. Hamlet’s calendar in a manner that could indicate they were intended to be leave days.

aa. If on leave, Dr. Hamlet would not have needed a DBA3 or Board approval for this travel.

bb. Ultimately, Dr. Hamlet is responsible for ensuring the proper application of his leave requests.

5. Dr. Hamlet received his full salary for the periods of June 1st -15th, 2017, and June 16th – 30th, 2017, via direct deposit into Dr. Hamlet’s personal account at Bank of America on June 15, 2017, and June 30, 2017, referenced by District check numbers 02061183 and 02063034.

239. Dr. Hamlet received wages totaling approximately $4,038.45 from the District as part of his regular salary which included payment for five days when Dr. Hamlet was out of the District on personal business without use of leave of any type to account for his absence as follows:

| **Date** | **Half day (0.5) / Full day (1.0)** | **Daily rate** |
| --- | --- | --- |
| 05/15/17 | 1.0 | $807.69 |
| 05/16/17 | 1.0 | $807.69 |
| 06/14/17 | 1.0 | $807.69 |
| 06/15/17 | 1.0 | $807.69 |
| 06/16/17 | 1.0 | $807.69 |
| **Total** | **5.0** | **$4,038.45** |

a. Dr. Hamlet’s daily pay rate per his contract was $807.69 during the 2016 – 2017 school year ($210,000.00 annual salary ÷ 260 workdays per contract = $807.69 daily).

b. Dr. Hamlet could have but did not take sick leave for two of these days, which would have entitled him to receive his full salary on these days (a total of $1,615.38).

240. On June 7, 2017, Dr. Hamlet received email communication from Lynne Casselberry (“Casselberry”), District Director of Compensation, with the subject of “Vacation Pay Out.”

a. Casselberry documented Dr. Hamlet’s use of nine vacation days during the 2016 – 2017 school year and his balance of sixteen vacation days remaining.

b. Casselberry identified Dr. Hamlet’s daily rate as $933.33 for the 2016 – 2017 school year and the gross amount to be paid to Dr. Hamlet as $14,933.28.

1. Dr. Hamlet’s daily payout rate per his contract was actually $807.69 ($210,000.00 annual salary ÷ 260 workdays per contract = $807.69 daily).

aa. It appears that the District’s Human Resources Department was incorrectly capturing Dr. Hamlet’s workdays at 225 annually (250 per year – 25 vacation days) at that time.

bb. The error in calculation possibly resulted in excess payment to Dr. Hamlet in the amount of $2,010.24.

c. Casselberry informed Dr. Hamlet that his vacation payout for unused vacation days for the 2016 – 2017 school year would be included with his July 14, 2017, salary payment.

241. Dr. Hamlet received a direct deposit of funds from the District into his personal account at Bank of America on July 14, 2017, in the net amount of $13,053.66.

a. District payroll records document Dr. Hamlet’s receipt of $23,683.28 in gross wages under District check number 02064433.

1. The gross amount accounted for Dr. Hamlet’s gross semi-monthly salary of $8,750.00 and Dr. Hamlet’s gross vacation payout of $14,933.28.

242. Dr. Hamlet’s direct deposit of funds for his 2016 – 2017 school year vacation payout included payment in the amount of $4,038.45 for payout of 16.0 vacation days when Dr. Hamlet had only 11.0 vacation days available for payout, although this number would increase to 13 if he had taken the sick days on June 14 and 16 that he was eligible to take, resulting in an amount of $2,423.07. Dr. Hamlet has agreed to reimburse this amount via the forfeiture of additional vacation days.

a. Dr. Hamlet claimed use of eleven vacation/personal days during the 2016 – 2017 school year.

b. Dr. Hamlet was absent from the District for an additional five days during the 2016-2017 school year on personal business for which no leave was recorded.

c. On two of those five days, Dr. Hamlet was eligible to take sick leave but did not do so.

243. During the 2017 – 2018 school year, Dr. Hamlet utilized a total of five days of leave (vacation days) from his total allotment of twenty-seven days of leave (twenty-five vacation and two personal) to account for personal absences from the District.

a. Dr. Hamlet is recorded as having utilized allotted leave to account for his absences from the District during the 2017 – 2018 school year as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Quantity in Units** | **Leave Code** | **Description** |
| Monday, July 10, 2017 | 1.0 | VAS | Vacation  |
| Tuesday, July 11, 2017 | 1.0 | VAS | Vacation  |
| Wednesday, June 27, 2018 | 1.0 | VPS | Vacation Prior Year |
| Thursday, June 28, 2018 | 1.0 | VPS | Vacation Prior Year |
| Friday, June 29, 2018 | 1.0 | VPS | Vacation Prior Year |

1. Dr. Hamlet’s vacation days for July 10, 2017, and July 11, 2017, were not entered into the system by District personnel until August 22, 2019.

aa. Dr. Hamlet’s days were entered as a result of Dr. Hamlet informing District personnel that he had expressed in 2017 a desire to utilize vacation days to account for his District absence on July 10, 2017, and July 11, 2017, and wanted to ensure they were recorded.

i. Dr. Hamlet was present at the ERDI Summer I Institute in Baltimore, Maryland, over the dates of July 9, 2017, to July 11, 2017.

ii. July 10, 2017, and July 11, 2017, were regularly scheduled District workdays for Dr. Hamlet.

iii. Vacation days were entered for Dr. Hamlet into the District PeopleSoft System for July 10, 2017, and July 11, 2017, approximately one week after Dr. Hamlet’s receipt of his original Notice of Investigation letter on August 15, 2019.

244. Dr. Hamlet was absent from the District during the 2017 – 2018 school year on personal business for five additional days for which District records fail to document leave of any type to account for his absence from the District as shown below:

| **Date** | **Dr. Hamlet’s Location****Per Transactions\*** | **Purchases / Card #** | **Leave Used**  | **DBA3**  | **District Admin Swipe** |
| --- | --- | --- | --- | --- | --- |
| **Time In** | **Time Out** |
|  |  |  |  |  |  |
| Wednesday, Dec 27, 2017 | Boynton Beach, FLBoynton Beach, FLBoynton Beach, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLLantana, FL | The Vitamin Shoppe: x7756Duffy's Sports Bar & Grill: x7756Siperstein Dermatology Group: x7756Anuska Spa and Salon: x7756WPB Parking Meters: x7756D. Laudati Master Hair: x7756Holiday Inn Palm Beach: x5006Bank of America ATM Deposit (2): x7756McDonalds: x7756 | None | No | No Record Available |
|  |  |  |  |  |  |
| Thursday, Dec 28, 2017 | West Palm Beach, FL Palm Beach Gardens, FLPalm Beach Gardens, FLPalm Beach Gardens, FlDelray Beach, FLDelray Beach, FLDelray Beach, FLWellington, FLWellington, FLFlorida | Mr. Mack Catering: x5006Spotos Oyster Bar: x5006Bloomingdales Palm Beach: x5006Nordstrom: x5006Chevron: x7756Racks Fish House & Oyster Bar: x5006ASTA Parking: x5006Keke’s Breakfast Café: x5006Eyes of Wellington: x5006Bank of America Teller Withdrawal: x7756 (2:10p) | None | No | No Record Available |
|  |  |  |  |  |  |
| Thursday, Mar 15, 2018 | Salt Lake City, UT | French Meadow (2): x7756 | None | No | None | None |
|  |  |  |  |  |  |  |
| Friday, Mar 16, 2018 | Salt Lake City, UT | Spitz Home of the Doner Kebob: x7756 | None | No | None | None |
|  |  |  |  |  |  |  |
| Wednesday, Mar 28, 2018 | Coral Gables, FLCoral Gables, FLFt. Lauderdale, FLMiami, FLFlorida | Casolas Pizzeria: x7756City of Coral Gables: x7756Aisa Bay: x7756House Kitchen & Bar: x7756Bank of America Teller Withdrawal: x7756 (~1:35p) | None | No | None | None |
|  |  |  |  |  |  |  |

a. Dr. Hamlet was present in various locations in Florida on December 27, 2017, and December 28, 2017, in association with travel to Florida over Christmas.

1. December 27, 2017, and December 28, 2017, were regularly scheduled District workdays for Dr. Hamlet.

2. Based on District records, Dr. Hamlet’s absence from the District was not documented by any absence code excusing him from the District.

aa. Records do not indicate that Dr. Hamlet used vacation or personal days to account for his District absences on December 27, 2017, and/or December 28, 2017.

bb. Records indicate that no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District on December 27, 2017, and December 28, 2017.

cc. Dr. Hamlet’s presence in Florida on December 27, 2017, and/or December 28, 2017, was not related to any District business.

dd. Dr. Hamlet had a medical appointment on December 27, 2017 which would have entitled him to use a sick day on that date. He could have but did not use sick leave.

3. Dr. Hamlet received his full salary for the period of December 15th – 31st, 2017, via direct deposit into Dr. Hamlet’s personal account at Bank of America on December 28, 2017, referenced by District check number 02105439.

b. Dr. Hamlet was present in Salt Lake City, Utah, on March 15, 2018, and March 16, 2018, at a minimum.

1. March 15, 2018, and March 16, 2018, were regularly scheduled District workdays for Dr. Hamlet.

2. Based on District records, Dr. Hamlet’s absence from the District was not documented by any absence code excusing him from the District.

aa. Based on District records, Dr. Hamlet did not use vacation or personal days to account for his District absences on March 15, 2018, and March 16, 2018.

bb. Based on District records, no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District on March 15, 2018, and March 16, 2018.

cc. Dr. Hamlet’s presence in Utah on March 15, 2018, and March 16, 2018 was not related to any District business.

3. Dr. Hamlet received his full salary for the period of March 15th – 31st, 2018, via direct deposit into Dr. Hamlet’s personal account at Bank of America on March 29, 2018, referenced by District check number 02132789 and on April 15, 2018, referenced by District check number 02137430.

c. Dr. Hamlet was present in various locations in Florida from March 27, 2018, to April 1, 2018, at a minimum in association with an invitation from the University of Miami Black Alumni Society to attend its Woodson Williams Marshall Association Scholarship Awards Reception held on March 28, 2018.

1. Dr. Hamlet served as the keynote speaker for the March 28, 2018, reception.

aa. Dr. Hamlet was selected to serve as the keynote speaker due to Dr. Hamlet’s status as a prominent African American alumnus of the University of Miami and three-time University of Miami football national champion.

2. March 28, 2018, was a regularly scheduled District workday for Dr. Hamlet.

3. Based on District records, Dr. Hamlet’s absence from the District was not documented by any absence code excusing him from the District.

aa. Based on District records, Dr. Hamlet did not use a vacation or personal day to account for his District absence on March 28, 2018.

bb. Based on District records, no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District on March 28, 2018.

cc. Dr. Hamlet’s service as the keynote speaker at the reception was not directly related to any District purpose.

4. This day was noted on Dr. Hamlet’s calendar in a manner that would indicate it was intended to be a leave day.

aa. If on leave, Dr. Hamlet would not have needed a DBA3 or Board approval for this travel.

hb. Ultimately, Dr. Hamlet is responsible for ensuring the proper application of his leave requests.

5. Dr. Hamlet received his full salary for the period of March 15th – 31st, 2018, via direct deposit into Dr. Hamlet’s personal account at Bank of America on March 29, 2018, referenced by District check number 02132789 and on April 15, 2018, referenced by District check number 02137430.

245. Dr. Hamlet received wages totaling approximately $4,111.14 from the District as part of his regular salary which included payment for five days when records reflect that Dr. Hamlet was out of the District on personal business without use of leave of any type to account for his absence as follows:

| **Date** | **Half day (0.5) / Full day (1.0)** | **Daily rate** |
| --- | --- | --- |
| 12/27/2017 | 1.0 | $807.69 |
| 12/28/2017 | 1.0 | $807.69 |
| 03/15/2018 | 1.0 | $831.92 |
| 03/16/2018 | 1.0 | $831.92 |
| 03/28/2018 | 1.0 | $831.92 |
| **Total** |  | **$4,111.14** |

a. Dr. Hamlet’s daily pay rate per his contract was $807.69 from July 1, 2017 through December 31, 2017 ($210,000.00 annual salary ÷ 206 workdays per contract = $807.69).

b. Dr. Hamlet’s daily pay rate per his contract was $831.92 from January 1, 2018, through June 30, 2018 ($216,300.00 annual salary ÷ 206 workdays per contract = $831.92).

c. The number of days would decrease to 4 if he had taken the sick day on December 27 that he was eligible to take, resulting in an amount of $3,303.45. Dr. Hamlet has agreed to reimburse this amount via the forfeiture of additional vacation days.

246. On June 22, 2018, a memo was issued under Dr. Hamlet’s signature with the subject of “Carry Over Authorization,” in which Dr. Hamlet authorized the carryover of unused vacation days from the 2017 – 2018 school year to the 2018 – 2019 school year for himself and nine additional District staff members, which he understood to be consistent with past practice at the District from previous administrations, even though his contract did not provide for such for himself as to vacation days but was silent as to snow days.

a. Dr. Hamlet detailed in the memo having a balance of 21 unused vacation days at that time.

1. Dr. Hamlet’s actual available balance of vacation/personal days projected for the conclusion of the 2017-2018 school year was 22 days.

aa. The 22-day figure accounts for Dr. Hamlet’s use of vacation days for July 10th & July 11th , 2017, as well as June 27th - June 29th, 2018.

2. Dr. Hamlet specified that he was to be issued payment for 20 of the days with one to be carried over to the 2018-2019 school year.

b. Dr. Hamlet’s signature is present on the memo in the “Approved” section.

247. Section X – Benefits – of Dr. Hamlet’s contract specifically prohibits Dr. Hamlet from carrying over any vacation days from one school year to the next which are neither used nor sold back to the District by the end of the applicable school year. The contract is silent as to treatment of snow days.

a. Dr. Hamlet did not request or otherwise receive Board approval for his carry over of any unused or unsold vacations days from the 2017 – 2018 school year to the 2018 – 2019 school year.

b. Dr. Hamlet realized the availability of an additional vacation day for the 2018 – 2019 school year as a result of approving his own carry over of one vacation day from the 2017 – 2018 to the 2018 – 2019 school year.

1. Dr. Hamlet advised the Commission that he believed that this carry over day related to a snow day.

aa. The District had snow days in the 2017-2018 academic year on January 5, February 7, and Mach 21, 2018, that Dr. Hamlet’s leave records show that he used.

248. On July 6, 2018, Dr. Hamlet received email communication from Casselberry with the subject of “Vacation Pay Out.”

a. Casselberry documented that Dr. Hamlet was to receive payment for a total of twenty vacation days from the 2017 – 2018 school year.

1. The number of days for which Dr. Hamlet was to be paid matched that directed by Dr. Hamlet for payout in his June 22, 2018, memo.

b. Casselberry identified Dr. Hamlet’s daily rate as $961.33 for the 2017 – 2018 school year and the gross amount to be paid to Dr. Hamlet as $19,226.60.

1. It appears that Dr. Hamlet’s daily payout rate per his contract was actually $807.69 ($210,000.00 annual salary ÷ 260 workdays per contract = $807.69 daily) through December 31, 2017 and $831.92 ($216,300.00 annual salary ÷ 260 workdays per contract = $831.92 daily) after January 1, 2018.

aa. It appears that the District’s Human Resources Department may have been incorrectly capturing Dr. Hamlet’s workdays at 225 annually (250 per year – 25 vacation days) at that time.

bb. The error in calculation possibly resulted in excess payment to Dr. Hamlet in the amount of $2,588.20.

c. Casselberry informed Dr. Hamlet that his vacation payout for the 2017 – 2018 school year would be included within his July 13, 2018, salary payment.

249. Dr. Hamlet received a direct deposit of funds from the District into his personal account at Bank of America on July 13, 2018, in the total net amount of $15,859.78.

a. District payroll records document Dr. Hamlet’s receipt of $28,239.10 in gross wages under District check number 02164951.

1. The gross amount accounted for Dr. Hamlet’s gross semi-monthly salary of $9,012.50 and Dr. Hamlet’s gross vacation payout of $19,226.60.

2. The gross amount calculated included payment to Dr. Hamlet for the July 9, 2017, and July 10, 2017, vacation days not documented at that time.

aa. Dr. Hamlet’s payroll for the August 15, 2019, pay period was docked $1,756.86 to account for Dr. Hamlet’s receipt of payment for two vacation days for the 2017 – 2018 school year which had been used in July 2017.

250. Dr. Hamlet’s direct deposit of funds for his 2017 – 2018 school year vacation payout included payment in the amount of $2,495.76 for payout of 20.0 vacation days when Dr. Hamlet had only 17.0 vacation days available for payout, although this number would have been 18 if he had taken the sick day he was eligible for on December 27, 2018.

a. Dr. Hamlet claimed use of 5.0 vacation days during the 2017 – 2018 school year.

b. Dr. Hamlet was absent from the District for an additional 5.0 days during the 2017 – 2018 school year on personal business for which no leave was utilized.

c. Dr. Hamlet was eligible to use sick leave for one of these days (December 27, 2017). Dr. Hamlet has agreed to reimburse the amount related to the other 4 days via the forfeiture of additional vacation days.

251. During the 2018 – 2019 school year, District records show that Dr. Hamlet utilized a total of five days of leave (three vacation days and two personal days) from his total allotment of twenty-seven days of leave (twenty-five vacation and two personal) to account for personal absences from the District.

a. Records indicate that Dr. Hamlet utilized allotted leave to account for his absences from the District during the 2018 – 2019 school year as follows:

| **Date** | **Quantity in Units** | **Leave Code** | **Description** |
| --- | --- | --- | --- |
| Wednesday, December 26, 2018 | 1.0 | VPS | Vacation Prior Year |
| Thursday, December 27, 2018 | 1.0 | VAS | Vacation Day |
| Friday, December 28, 2018 | 1.0 | VAS | Vacation Day |
| Monday, February 18, 2019 | 1.0 | PLS | Personal Day |
| Tuesday, February 19, 2019 | 1.0 | PLS | Personal Day |

1. Dr. Hamlet claimed use of one vacation day carried over from the prior school year (2017 – 2018) to account for his absence on December 26, 2018.

aa. Dr. Hamlet’s employment contract with the District prohibited Dr. Hamlet from carrying over any remaining vacation days from one school year’s allotment to the following school year. Although, the contract is silent as to the carry-over of snow days.

i. If the December 26, 2018 was a carry-over vacation day and not a snow day, Dr. Hamlet approved his own carry over and ultimate use of one vacation day from the 2017 – 2018 school year to the 2018 – 2019 school year in contravention of the language in his contract.

bb. Dr. Hamlet had a medical appointment on December 26, 2018, which would have entitled him to use a sick day on that date.

cc. Dr. Hamlet received his full salary for the period of December 15th, 2018, through December 31st, 2018, via direct deposit into Dr. Hamlet’s personal account at Bank of America on December 28, 2018, referenced by District check number 02209466.

252. According to District records, Dr. Hamlet was absent from the District during the 2018 – 2019 school year on personal business for seven additional days without submitting leave of any type to account for his absence from the District as shown below:

| **Date** | **Dr. Hamlet’s Location****Per Transactions\*** | **Purchases / Card #** | **Leave Used**  | **DBA3**  | **District Admin Swipe** |
| --- | --- | --- | --- | --- | --- |
| **Time In** | **Time Out** |
|  |  |  |  |  |  |  |
| Wednesday, Nov 21, 2018 | Pittsburgh, PAPittsburgh, PASewickley, PAFt. Lauderdale, FLBoynton Beach, FLBoynton Beach, FLLoxahatchee, FLWest Palm Beach, FL | Pittsburgh Farm Fresh: x7756McDonald’s: x7756Strip Market: x7756Sixt USA Ecom Automobile Renta: x5006Duffy’s Sports Grill (2): x5006Siperstein Dermatology: x5006Wendy’s: x5006Wawa Fuel/Convenience: x5006 | None | No | None | None |
|  |  |  |  |  |  |  |
| Friday, April 12, 2019 | Pittsburgh, PAMiami, FLMiami, FLMiami, FLCoral Gables, FL | Marathon Diner: x7002Marshalls: x7002Latin Café: x7002Bank of America ATM Deposit: 7756 (~11:30a)UM Pay By Phone OMS: 7002 | AAS - travel | Yes | None | None |
|  |  |  |  |  |  |  |
| Monday, Apr 15, 2019 | Cuba | None | AAS - travel | Yes | None | None |
|  |  |  |  |  |  |  |
| Tuesday, Apr 16, 2019 | Cuba | None | AAS - travel | Yes | None | None |
|  |  |  |  |  |  |  |
| Wednesday, Apr 17, 2019 | Opa-Locka, FLOpa-Locka, FLMiami, FLWest Palm Beach, FLWest Palm Beach, FLWest Palm Beach, FLRoyal Palm Beach, FL | Hangar 1 Catering: x7756Hangar 1 Catering: x7002MDC Transit SFRTA TVM: x4665Walgreens: x8836BJ’s Restaurants: x8836Twin Peaks West: x8836Duffy’s Sports Grill: x8836 | AAS - travel | Yes | None | None |
|  |  |  |  |  |  |  |
| Thursday, Apr 18, 2019 | Wellington, FLWest Palm Beach, FL | Keke’s Breakfast Café: x7002Holiday Inn Palm Beach: x7002 | AAS - travel | Yes | None | None |
|  |  |  |  |  |  |  |
| MondayApr 22, 2019 | New Orleans, LANew Orleans, LA | American Airlines: x7002Fuddruckers: x7002Bank of America ATM Deposit: x7756 (~9:05a) | Snow Day | Yes | None | None |

a. Dr. Hamlet was present in various locations in Florida on November 21, 2018, in association with travel to Florida for the Thanksgiving holiday.

1. November 21, 2018, was a regularly scheduled District workday for Dr. Hamlet.

2. Records indicate that Dr. Hamlet’s absence from the District was not documented by any absence code excusing him from the District.

aa. Records indicate that Dr. Hamlet did not use a vacation or personal day to account for his District absence on November 21, 2018.

bb. Records indicate that no DBA3 was on file for Dr. Hamlet at the District approving Dr. Hamlet’s travel and absence from the District on November 21, 2018.

cc. Dr. Hamlet’s presence in Florida on November 21, 2018, was not related to any District business.

dd. Dr. Hamlet had a medical appointment on November 21, 2018 which would have entitled him to use a sick day on that date.

3. Dr. Hamlet received his full salary for the period of November 16, 2018, through November 20, 2018, via direct deposit into Dr. Hamlet’s personal account at Bank of America on November 30, 2018, referenced by District check number 02200528.

b. Dr. Hamlet was present in various locations including Florida, Cuba, Louisiana, and Pennsylvania at varying times between the dates of April 12, 2019 – April 23, 2019, in association with his participation in travel sponsored by The Flying Classroom/Irving over the dates of April 15th – 17th, 2019.

1. April 12, 2019; April 15 – 18, 2019; and April 22 – 23, 2019 were regularly scheduled District workdays for Dr. Hamlet.

aa. April 19, 2019, was a regularly scheduled holiday for the District.

2. Dr. Hamlet’s absence from the District over the regularly scheduled District workdays spanning the dates of April 12, 2019, through April 22, 2019, was documented by absence code AAS signifying an absence for District-related purposes.

aa. A DBA3 Travel Request form was present at the District authorizing Dr. Hamlet’s travel and absence from the District from April 12, 2019, through April 18, 2019.

i. Dr. Hamlet’s travel to Florida on April 12, 2019, was personal in nature and unrelated to any District business.

aaa. Dr. Hamlet did not utilize a vacation or personal day to account for his District absence on April 12, 2019.

bbb. Dr. Hamlet’s absence on this day was documented under code AAS.

ii. Dr. Hamlet’s travel to Cuba from April 15th – 17th, 2019, was related to a trip provided by The Flying Classroom/Irving to Dr. Hamlet and additional District representatives*.*

aaa. Dr. Hamlet did not utilize any vacation or personal days to account for his District absence from April 15th – 17th, 2019.

bbb. Dr. Hamlet’s absences on these days was documented under code AAS.

iii. Dr. Hamlet’s presence in Florida on April 18, 2019, was personal in nature and not related to any District business.

aaa. Records indicate that Dr. Hamlet did not utilize a vacation or personal day to account for his District absence on April 18, 2019.

bbb. Dr. Hamlet’s absence on this day was documented under code AAS.

bb. Records indicate that Dr. Hamlet claimed use of an accumulated snow day to account for his April 22, 2019 workday.

i. Records indicate that Dr. Hamlet had no snow days available for use as of April 22, 2019, unless one was carried over from a prior year (and the District had three snow days in academic year 2017-2018).

ii. Dr. Hamlet’s absence on this day was documented under code AAS, which, among other reasons, is used for a snow day.

iii. Dr. Hamlet used all three snow days from academic year 2017-2018 by March 30, 2019.

3. Dr. Hamlet received his full salary for the periods of April 1st, 2019 – April 15th, 2019, and April 16th, 2019 – April 30th, 2019, via direct deposit into Dr. Hamlet’s personal account at Bank of America on April 15, 2019, and April 30, 2019, respectively referenced by District check numbers 02242511 and 02243762.

4. Although an approved DBA3 was on file, Dr. Hamlet submitted no DBA4 to the District for reimbursement of any expenses incurred from April 12, 2019-April 23, 2019 although allegedly in approved travel status on District business.

253. Dr. Hamlet received wages totaling approximately $8,518.88 from the District as part of his regular salary which included use of one carry-over vacation day from the 2018 – 2019 school year to which Dr. Hamlet was not entitled and nine additional days when Dr. Hamlet was out of the District on personal business without use of leave of any type (with the exception of April 22, 2019, which documents use of a snow day) to account for his absence as follows:

| **Date** | **Half day (0.5) / Full day (1.0)** | **Daily rate** |
| --- | --- | --- |
| 11/21/2018 | 1.0 | $831.92 |
| 12/26/2018 | 1.0 | $831.92 |
| 01/22/2019 | 1.0 | $856.88 |
| 01/23/2019 | 1.0 | $856.88 |
| 04/12/2019 | 1.0 | $856.88 |
| 04/15/2019 | 1.0 | $856.88 |
| 04/16/2019 | 1.0 | $856.88 |
| 04/17/2019 | 1.0 | $856.88 |
| 04/18/2019 | 1.0 | $856.88 |
| 04/22/2019 | 1.0 | $856.88 |
| **Total** | **10** | **$8,518.88** |

a. Dr. Hamlet’s daily pay rate per his contract was $831.92 from July 1, 2018 through December 31, 2018 ($216,300.00 annual salary ÷ 206 workdays per contract = $831.92).

b. Dr. Hamlet’s daily pay rate per his contract was $856.88 from January 1, 2019 through June 30, 2019 ($222,789.00 annual salary ÷ 206 workdays per contract = $856.88).

c. Dr. Hamlet was eligible to use sick leave for November 21, 2018, and December 26, 2018. Dr. Hamlet has agreed to reimburse the amount related to the other days via the forfeiture of additional vacation days.

254. On June 26, 2019, a memo was issued under Dr. Hamlet’s signature with the subject of “Carry Over Authorization,” in which Dr. Hamlet authorized the carryover of unused vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year for himself and eight additional District staff members, which he understood to be consistent with past practice at the District, even though his contract did not provide for such for himself as to vacation days but was silent as to snow days.

a. Dr. Hamlet detailed in the memo having a balance of twenty-three unused vacation days at that time.

1. Dr. Hamlet specified that he was to be issued payment for twenty of the days with three to be carried over to the 2019 – 2020 school year.

b. Dr. Hamlet’s signature is present on the memo in the “Approved” section.

255. Section X – Benefits – of Dr. Hamlet’s contract specifically prohibits Dr. Hamlet from carrying over any vacation days from one school year to the next which are not used or sold back to the District by the end of the applicable school year. The contract is silent as to carrying over snow days.

a. Dr. Hamlet did not request or otherwise receive Board approval for his carry over of any unused or unsold vacations days from the 2018 – 2019 school year to the 2019 – 2020 school year.

b. Dr. Hamlet realized the availability of three additional vacation days for the 2019 – 2020 school year as a result of approving his own carry over of three vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year.

1. Dr. Hamlet advised the Commission that he believed that these carry over days related to snow days.

aa. The District had snow days in the 2018-2019 academic year on January 30, January 31, and February 1, 2019.

256. From July 1, 2019, through July 5, 2019, Dr. Hamlet and Casselberry communicated via email regarding the subject of “Unused Vacation Payout.”

a. Casselberry documented that Dr. Hamlet would receive payment for a total of twenty vacation days.

1. The number of days for which Dr. Hamlet was to be paid matched that directed by Dr. Hamlet for payout in his June 26, 2019, memo.

b. Casselberry identified Dr. Hamlet’s daily rate at that time as $856.88.

1. Dr. Hamlet’s daily rate was calculated by dividing Dr. Hamlet’s annual salary at that time by 260 workdays ($222,789.00 ÷ 260 = $856.88).

c. During the exchange Casselberry informed Dr. Hamlet that payment for his unused vacation days would be deposited into Dr. Hamlet’s bank account on July 5, 2019.

257. Dr. Hamlet received a direct deposit of funds from the District into his personal account at Bank of America on July 5, 2019, in the total net amount of $10,354.74 in relation to his vacation payout for the 2018 - 2019 school year.

a. District payroll records document Dr. Hamlet’s receipt of $17,137.60 in gross wages for his vacation payout under District check number 02267842.

258. Dr. Hamlet’s direct deposit of funds for his 2018 – 2019 school year vacation payout included payment in the amount of $5,998.16 for payout of 20.0 vacation days when Dr. Hamlet had only 13.0 vacation days available for payout, although this number would have been 16 if he had taken the sick days he was eligible for on November 21, and December 26, 2018, and if a snow day was properly carried over from the prior year.

a. Dr. Hamlet claimed use of 5.0 vacation days during the 2018 – 2019 school year including use of one vacation day carried over from the 2017-2018 school year.

b. Dr. Hamlet was absent from the District for an additional 9.0 days during the 2018 – 2019 school year on personal business for which no leave was utilized.

c. Dr. Hamlet was eligible to use sick leave for November 21, 2018, and December 26, 2018. Dr. Hamlet has agreed to reimburse the amount related to the other days via the forfeiture of additional vacation days, even though he contends that the use of a snow day on April 22, 2019, was appropriate.

259. During the 2019 – 2020 school year, records indicate that Dr. Hamlet utilized a total of ten and one-half days of leave (eight and one-half vacation and two personal) from his total allotment of twenty-seven days of leave (twenty-five vacation and two personal) to account for personal absences from the District.

a. Records indicate that Dr. Hamlet utilized allotted leave to account for his absences from the District during the 2019 – 2020 school year as follows:

| **Date** | **Quantity in Units** | **Leave Code** | **Comments** |
| --- | --- | --- | --- |
| Wednesday, July 3, 2019 | 1.0 | VPS | Vacation Prior Year |
| Friday, July 5, 2019 | 1.0 | VPS | Vacation Prior Year |
| Monday, July 22, 2019 | 1.0 | VPS | Vacation Prior Year |
| Thursday, August 8, 2019 | 1.0 | VAS | Vacation Day |
| Thursday, September 19, 2019 | 1.0 | VAS | Vacation Day |
| Friday, September 20, 2019 | 1.0 | VAS | Vacation Day |
| Tuesday, November 26, 2019 | 1.0 | PLS | Personal Day |
| Wednesday, November 27, 2019 | 1.0 | PLS | Personal Day |
| Wednesday, January 29, 2020 | 0.5 | VAS | Vacation Day |
| Thursday, January 30, 2020 | 1.0 | VAS | Vacation Day |
| Friday, January 31, 2020 | 1.0 | VAS | Vacation Day |
| **Total** | **10.5** |  |  |

1. Dr. Hamlet claimed use during the 2019 – 2020 school year of three vacation days carried over from the prior school year (2018 – 2019).

aa. Dr. Hamlet’s employment contract with the District prohibited Dr. Hamlet from carrying over any remaining vacation days from one school year’s allotment to the following school year. Although, the contract is silent as to the carry-over of snow days.

i. If the three carry over vacations day were not snow days and/or if snow days cannot be carried over, Dr. Hamlet approved his own carry over and ultimate use of three vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year in violation of Dr. Hamlet’s contract.

bb. Dr. Hamlet received his full salary for the periods of July 1st – July 15th, 2019, and July 15th – July 31, 2019, via direct deposit into Dr. Hamlet’s personal account at Bank of America on July 15, 2019, and July 3, 2019, referenced by District check numbers 02268572 and 02270329, respectively.

260. Section X – Benefits – of Dr. Hamlet’s contract specifically prohibits Dr. Hamlet from carrying over any vacation days from one school year to the next which are neither utilized nor sold back to the District by the end of the applicable school year. The contract is silent as to carrying over snow days.

a. Dr. Hamlet did not request or otherwise receive Board approval for his carry over of any unused or unsold vacations days from the 2018 – 2019 school year to the 2019 – 2020 school year.

b. Dr. Hamlet realized the availability of three additional vacation days for the 2019 – 2020 school year as a result of approving his own carry over of three vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year.

1. Dr. Hamlet advised the Commission that he believed that these carry over days related to snow days.

aa. The District had snow days in the 2018-2019 academic year on January 30, January 31, and February 1, 2019.

261. Dr. Hamlet received wages totaling approximately $2,570.64 from the District as part of his regular salary which included use of three carry-over vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year to which Dr. Hamlet was not entitled, as follows:

| **Date** | **Daily rate** | **Total** |
| --- | --- | --- |
| 07/03/2019 | $856.88 | $856.88 |
| 07/05/2019 | $856.88 | $856.88 |
| 07/22/2019 | $856.88 | $856.88 |
| **Total** |  | **$2,570.64** |

a. Dr. Hamlet’s daily pay rate per his contract was $856.88 from July 1, 2019, through December 31, 2019 ($222,789.00 annual salary ÷ 206 workdays per contract = $856.88).

b. Dr. Hamlet’s daily pay rate per his contract was $882.58 as of January 1, 2020 ($229,470.00 annual salary ÷ 206 workdays per contract = $882.58).

c. Dr. Hamlet was eligible to use sick leave for July 22, 2019, as he had a medical appointment that day. Dr. Hamlet has agreed to reimburse the amount related to the other days via the forfeiture of additional vacation days, even though he contends that the carry-over of snow days was appropriate.

262. On July 6, 2020, Casselberry transmitted an email message to DeCarlo requesting DeCarlo’s verification of Dr. Hamlet’s unused vacation day balance of 19.5 days for the 2019 – 2020 school year as of June 30, 2020.

a. DeCarlo responded to Casselberry that same day affirming Dr. Hamlet’s balance of 19.5 unused vacation days for the 2019 – 2020 school year as of June 30, 2020.

b. Dr. Hamlet’s actual available balance of unused vacation days for the 2019 – 2020 school year was 16.5 as of June 30, 2020, although this number would have been 20.5 if he had taken the sick day he was eligible for on July 22, 2019, and if snow days were properly carried over from the prior year.

1. Neither Casselberry’s nor DeCarlo’s figures included or otherwise accounted for the three vacation days Dr. Hamlet carried over from the 2018 – 2019 school year and used in the 2019 - 2020 school year in possible violation of Dr. Hamlet’s contract.

263. Dr. Hamlet received a direct deposit of funds from the District into his personal account at Bank of America on July 6, 2020, and July 8, 2020, in the net amounts of $5,112.76 and $6,720.18, respectively in relation to his payout of unused vacation days for the 2019 – 2020 school year.

a. District payroll records document Dr. Hamlet’s receipt of $17,210.31 in gross wages under District check numbers 02368385 and 02368390, respectively for Dr. Hamlet’s unused vacation payout.

264. Dr. Hamlet’s direct deposit of funds for his 2019 – 2020 school year vacation payout included payment in the amount of $2,647.74 for payout of 19.5 vacation days when Dr. Hamlet had only 16.5 vacation days available for payout, although this number would have been 20.5 (although the most that can be paid out is 20 days) if he had taken the sick days he was eligible for on July 22, 2019, and if snow days were properly carried over from the prior year.

a. Dr. Hamlet claimed use of 10.50 vacation days during the 2019 – 2020 school year.

b. Three of the 10.5 vacation days claimed and utilized by Dr. Hamlet during the 2019 – 2020 school year were carried over from the 2018 – 2019 school year in violation of Dr. Hamlet’s contract, unless these days were snow days and snow days are eligible to be carried over. Dr. Hamlet was eligible to use sick leave for July 22, 2019, as he had a medical appointment that day. Dr. Hamlet has agreed to reimburse the amount related to the other days via the forfeiture of additional vacation days, even though he contends that the carry-over of snow days was appropriate.

265. District employees may utilize allotted/accumulated sick time to account for absences from the District on regular District workdays and receive full salary/wage for those days in the following instances:

a. Illnesses, injuries/accidents, and/or medical appointments regarding themselves and/or family members, including travel associated with medical appointments.

b. Mandates regarding the use of sick days are set forth in Section 300, Sub-Section 317, Sub-Sub-Section 317.2, Administrative Regulation 317.2-AR-1 of 1.

266. District employees are not permitted to utilize allotted and/or accumulated sick days as substitutions for the use of vacation or personal days.

a. Administrative Regulation 317.2-AR-1 of 1, requires that all absences resulting from use of sick days be certified by the employee.

267. Over the time period of July 1, 2016, through October 1, 2019, Dr. Hamlet claimed and utilized a total of ten sick days to account for his absence from the District during regularly scheduled workdays as detailed below:

| **School Year** |
| --- |
|  |
| **2016 – 2017** | **2017 – 2018** | **2018 – 2019** | **2019 - 2020** |
|  |  |  |  |
| December 22, 2016 | August 18, 2017 | March 20, 2019 | October 17, 2019 |
|  | April 13, 2018 | June 14, 2019 | October 18, 2019 |
|  | June 6, 2018 | June 28, 2019 |  |
|  | June 7, 2018 |  |  |

268. Of the ten sick days utilized by Dr. Hamlet between the dates of July 1, 2016, through October 18, 2019, Dr. Hamlet had a documented physician’s appointment or travel associated with medical appointments on five days.

a. Dr. Hamlet had a physician’s appointment and/or travel associated with medical appointments on December 22, 2016, June 6, 2018, June 7, 2018, October 17, 2019 and October 18, 2019.

b. All physician’s appointments were for locations in Florida.

269. Records indicate that Dr. Hamlet utilized sick days to account for his absences from the District on five occasions during regularly scheduled District workdays when Dr. Hamlet was actually travelling for personal business as detailed below:

a. Records indicate that Dr. Hamlet used a sick day to account for his District absence while traveling to Florida for personal business on Friday, August 18, 2017.

1. Based on records, Dr. Hamlet purchased a round-trip airline ticket on August 17, 2017, via his personal American Express credit card for his August 18, 2017, travel to Florida.

aa. Dr. Hamlet would not have personally inputted use of a sick day into the District’s PeopleSoft system.

b. Records indicate that Dr. Hamlet used a sick day to account for his District absence while traveling to Nevada for personal business on Friday, April 13, 2018.

1. Based on records, Dr. Hamlet purchased an airline ticket on April 12, 2018, via his personal Capital One credit card regarding his travel to Nevada on April 13, 2018.

aa. Dr. Hamlet would not have personally inputted use of a sick day into the District’s PeopleSoft system.

c. Records indicate that Dr. Hamlet used a sick day to account for his District absence while in California on March 20, 2019, for personal business.

1. Based on records, Dr. Hamlet purchased a round-trip airline ticket on March 16, 2019, via his personal American Express credit card for his March 19, 2019, travel to California.

aa. Dr. Hamlet would not have personally inputted use of a sick day into the District’s PeopleSoft system.

d. Records indicate that Dr. Hamlet used a sick day to account for his District absence while in Nevada on June 14, 2019, for personal business.

1. Based on records, Dr. Hamlet purchased a round-trip airline ticket on June 7, 2019, via his personal American Express credit card for his June 13, 2019, travel to Nevada.

aa. Dr. Hamlet would not have personally inputted use of a sick day into the District’s PeopleSoft system.

e. Records indicate that Dr. Hamlet utilized a sick day to account for his District absence on Friday, June 28, 2019. Dr. Hamlet travelled to Washington, D.C., for personal business later that day.

1. Dr. Hamlet would not have personally inputted use of a sick day into the District’s PeopleSoft system.

2. Dr. Hamlet would testify that he was ill on the morning of August 18. 2017, and, therefore, took a sick day. He traveled to Washington, D.C. later in the day.

|  |  |  |
| --- | --- | --- |
| **Date** | **Dr. Hamlet’s Location****Per Transactions** | **Purchases / Card #** |
| Friday, June 28, 2019 | Washington, DCWashington, DCPittsburgh, PAPittsburgh, PAPittsburgh, PA | Watergate Kingbird Ba (2)r: x7002Watergate Top of Gate (3): x7002Walgreens (2): x7002McDonalds: x7002Bank of America ATM Withdrawal: x7756 (~11:11a) |

270. Dr. Hamlet’s use of sick days rather than vacation days for personal travel on regular District workdays enabled Dr. Hamlet to maintain a larger balance of vacation days available for payout at the end of the 2017-2018 and 2018-2019 school years.

a. Dr. Hamlet’s use of sick days on August 18, 2017, and April 13, 2018, as vacation days enabled Dr. Hamlet to sell additional vacation days back to the District at the conclusion of the 2017-2018 school year.

1. Dr. Hamlet’s wage in August 2017 was $807.69 per day.

2. Dr. Hamlet’s wage in April 2018 was $831.92 per day.

3. Dr. Hamlet received extra compensation in his 2017-2018 school year vacation/personal day payout as a result of claiming August 18, 2017, and April 13, 2018, as sick days instead of vacation/personal days. To remedy this issue, Dr. Hamlet has agreed to forfeit additional vacation days.

b. Dr. Hamlet’s use of sick days on March 20, 2019, June 14, 2019, and June 28, 2019, as vacation days enabled Dr. Hamlet to sell additional vacation days back to the District at the conclusion of the 2018-2019 school year.

1. Dr. Hamlet’s wage in March and June 2019 was $856.88 per day.

2. Dr. Hamlet received extra compensation in his 2018-2019 school year vacation/personal day payout as a result of claiming the above days as sick days instead of vacation/personal days. To remedy this issue, Dr. Hamlet has agreed to forfeit additional vacation days.

c. Dr. Hamlet received additional payments equating to five days in vacation payouts spanning the 2016-2017 through 2018-2019 school years when he utilized sick days rather than vacation days while on personal business. To remedy this issue, Dr. Hamlet has agreed to forfeit additional vacation days.

271. Statement of Financial Interests (“SFI”) filing requirements for public officials and public employees are mandated by Section 1104 of the Ethics Act.

a. Section 1104(a) reads, in part, the following:

“…Any other public employee or public official shall file a statement of financial interests with the governing authority of the political subdivision by which he is employed or within which he is appointed or elected no later than May 1 of each year that he holds such a position and of the year after he leaves such a position.”

272. Dr. Hamlet was required to file SFIs by May 1st annually in his position as the Superintendent of the District.

a. Dr. Hamlet was required to file SFIs for calendar years 2016 – 2018 by May 1st for filing years 2017 – 2019.

b. Dr. Hamlet was required to file an SFI for calendar year 2019 by May 1, 2020.

273. The District (and or the District Legal Department) did not provide any training to Dr. Hamlet or his staff on Pennsylvania ethics laws, including training about SFI forms or how to complete them.

a. The Ethics Commission provides such trainings and has related material available on its website.

274. Information to be disclosed on SFIs filed by public officials and public employees is specified in Section 1105 of the Ethics Act.

a. Section 1105(a) requires, in part, that all information requested on the statement shall be provided to the best knowledge, information, and belief of the person required to file and shall be signed under oath or equivalent affirmation.

b. Section 1105(b), Subsections 1-10 identify specific information to be disclosed, as well as exceptions to, disclosure requirements when applicable.

1. Section 1105(b)(4) directs disclosure of the following on SFIs filed:

 “The name and address of each creditor to whom is owed in excess of $6,500.00 and the interest rate thereon.”

2. Section 1105(b)(5) mandates disclosure of the following on SFIs filed:

“The name and address of any direct or indirect source of income totaling in the aggregate $1,300 or more.”

3. Section 1105(b)(7) mandates the disclosure of the following on SFIs filed:

 “The name and address of the source and the amount of any payment for or reimbursement of actual expenses for transportation and lodging or hospitality received in connection with public office or employment where such actual expenses for transportation and lodging or hospitality exceed $650 in an aggregate amount per year.”

4. Section 1105(b)(9) mandates the disclosure of the following on SFIs filed:

 “Any financial interest in any legal entity engaged in business for profit.”

275. Between the dates of July 9, 2019, and August 28, 2019, an SFI compliance review was conducted for the District.

a. amletHDr. Hamlet had original SFIs on file with the District for calendar years 2016, 2017, and 2018 as follows:

| **Form Date/Identifier** | **For Calendar Year** | **Date** | **Time Stamp** |
| --- | --- | --- | --- |
| SEC-1 REV. 01/17 | 2016 | Not completed | Illegible |
| SEC-1 REV. 01/19 | 2017 | 05/31/19 | None |
| SEC-1 REV. 01/19 | 2018 | 05/31/19 | None |

1. Dr. Hamlet neglected to file his mandated SFIs for calendar year 2017 and 2018 by May 1, 2017, and May 1, 2018, respectively.

2. Dr. Hamlet filed his original 2017 and 2018 calendar year SFIs on May 31, 2019.

3. Dr. Hamlet’s original calendar year 2016 SFI was provided to hm by the legal department and was partially filled out when he received it as evidenced by most of the form not being in his handwriting. He was simply asked to sign the filled-out form, which he did.

aa. Based on receiving the calendar year 2016 form from the Legal Department, Dr. Hamlet expected that he would receive similar forms in coming years as appropriate. He does not recall ever receiving the 2017 or 2018 forms.

4. Dr. Hamlet later filed amended SFIs for these three years.

b. Dr. Hamlet’s 2019 calendar year SFI was not due for filing at the time the compliance review was completed.

1. Dr. Hamlet’s 2019 calendar year SFI was obtained from the District on July 7, 2020.

2. Dr. Hamlet’s 2019 calendar year SFI documents a submission date of June 14, 2020.

aa. The Commission determined to not enforce the SFI filing deadline until July 15, 2020, due to the COVID-19 pandemic.

276. Dr. Hamlet neglected to disclose or otherwise identify the name and address of multiple creditors to whom Dr. Hamlet owed in excess of $6,500.00 as well as the applicable interest rate on his SFIs originally filed for calendar years 2016, 2017, 2018, as follows:

a. Calendar Year 2016:

1. Nelnet Student Loans (balance in excess of threshold in 2016).

b. Calendar Year 2017:

1. American Express (balance due in excess of threshold).[[1]](#footnote-1)

c. Calendar Year 2018:

1. American Express (balance due in excess of threshold).

277. Dr. Hamlet neglected to disclose or otherwise identify his direct or indirect sources of income in excess of $1,300.00 (gross) from multiple entities on his SFIs originally filed for calendar years 2016 through 2018 as follows:

a. Calendar Year 2016:

1. Pittsburgh Public Schools ($111,527.31).

2. Palm Beach Schools (minimum of $32,784.96).

3. NOVA Southeastern University (minimum of $5,508.36).

b. Calendar Year 2017:

1. Pittsburgh Public Schools ($216,576.64).

2. Dulle Enterprises, Inc., d/b/a ERDI ($2,000.00).

3. ERDI ($2,000.00).

c. Calendar Year 2018:

1. Pittsburgh Public Schools ($225,748.32).

278. Dr. Hamlet neglected to disclose or otherwise identify his employment with NOVA Southeastern University on his 2016 calendar year SFI.

a. Dr. Hamlet was employed as an on-line instructor for NOVA Southeastern University in 2016.

279. Dr. Hamlet neglected to disclose or otherwise identify Pittsburgh Public School District as the governmental entity for which he served as Superintendent on his 2016, 2017, and 2018 calendar year SFIs filed with the District.

a. Section 05, “Governmental Entity” on Dr. Hamlet’s 2016, 2017, and 2018 calendar year SFIs was left incomplete/blank.

280. Dr. Hamlet subsequently filed amended SFIs with the District for calendar years 2016, 2017, and 2018 on June 13, 2019.

a. Each of the amended SFIs bear a District date stamp of June 13, 2019.

281. Although Dr. Hamlet filed amended SFIs for calendar years 2016 through 2018, Dr. Hamlet’s 2017 and 2018 SFIs remained deficient in relation to incomplete and/or omitted (non-disclosed) information as detailed below:

a. Dr. Hamlet continued to omit/neglect to disclose the name and address of all creditors owed in excess of $6,500.00 as well as their applicable interest rates on his amended 2017 and 2018 calendar year SFIs as follows:

1. Calendar Year 2017:

aa. American Express (balance due in excess of threshold).

2. Calendar Year 2018:

aa. American Express (balance due in excess of threshold).

b. Dr. Hamlet continued to neglect to disclose sources of income on his 2016, 2017, and 2018 calendar year SFIs as follows:

1. Calendar Year 2016:

aa. Pittsburgh Public Schools ($111,527.31).

bb. Palm Beach Schools (minimum of $32,784.96).

2. Calendar Year 2017:

aa. Pittsburgh Public Schools ($216,576.64).

3. Calendar Year 2018:

aa. Pittsburgh Public Schools ($225,748.32).

b. Dr. Hamlet continued to neglect to disclose his employment with NOVA Southeastern University on his 2016 calendar year SFI.

c. Dr. Hamlet continued to neglect to disclose or otherwise identify Pittsburgh Public School District as the governmental entity for which he served as Superintendent on his 2016, 2017, and 2018 calendar year SFIs filed with the District.

282. Dr. Hamlet neglected to disclose transportation, lodging, and/or hospitality received from ERDI in the minimum amount of $2,230.70 during the 2017 calendar year and $1,642,71 during the 2019 calendar year on his respective original and/or amended 2017 and original 2019 calendar year SFIs.

a. Transportation, lodging, and/or hospitality is required to be disclosed if it was received in connection with Dr. Hamlet’s public position.

1. Dr. Hamlet took and/or intended to take leave when participating in ERDI programs.

283. Dr. Hamlet neglected to disclose transportation, lodging, and/or hospitality received from ESC in the minimum amount of $1,329.30 during the 2017 calendar year on his original and/or amended 2017 calendar year SFI.

a. Transportation, lodging, and/or hospitality is required to be disclosed if it was received in connection with Dr. Hamlet’s public position.

1. Dr. Hamlet took and/or intended to take leave when participating in ESC programs.

284. Dr. Hamlet neglected to disclose transportation, lodging, and/or hospitality received from CGCS in the minimum amount of $1,504.81 during the 2017 calendar year on his original and/or amended 2017 calendar year SFI.

285. Dr. Hamlet neglected to disclose transportation, lodging, and/or hospitality received from NAATE in the minimum amount of $887.46 during the 2017 calendar year on his original and/or amended 2017 calendar year SFI.

286. Dr. Hamlet neglected to disclose transportation, lodging, and/or hospitality received from JFG/CWB in the minimum amount of $1,725.51 and $3,100.00, respectively during the 2018 calendar year on his original and/or amended 2018 calendar year SFI.

287. Between 2017 and 2019, Dr. Hamlet also attended conferences, seminars, and conventions which included payments to him or on his behalf for transportation, lodging, and hospitality.

a. Those payments, which exceeded the $650.00 reporting threshold for SFIs, were not reported by Dr. Hamlet on his annual filings with the District.

b. Those groups that provided transportation, lodging, and hospitality included:

* American Association of School Administrators (2017, 2018)
* National Governors Association (2017)

288. The American Association of School Administrators (“AASA”) is a nonprofit professional organization for educational leaders in the United States and throughout the world.

a. AASA members include chief executive officers, superintendents, senior level school administrators, cabinet members, professors, and aspiring school system leaders.

b. The AASA’s mission is to advocate for equitable access for all students to the highest quality public education and to develop and support school system leaders.

289. The AASA provides development opportunities for educational leaders via a multitude of programs and/or events including, in part, Aspiring Superintendent’s Academy, AASA National Superintendent Certification Program, Urban Superintendent’s Academy, Leading Social and Emotional Learning Initiative, Early Learning Cohort, etc.

a. The AASA Urban Superintendent’s Academy is a cross-institutional partnership with Howard University in Washington, D.C., and the University of Southern California in Los Angeles, California, that offers a dynamic approach to urban superintendent preparation and certification.

1. The Academy held at Howard University provides for monthly in-person sessions in Alexandria, Virginia/Washington, D.C. on weekends (Saturday and Sunday).

b. The AASA Leading Social and Emotional Learning Initiative is designed to accelerate superintendent social and emotional learning.

1. The Social and Emotional Learning Initiative is composed of a cohort of multiple school districts from throughout the United States to develop case studies, action plans, resources, and other publications to be shared with AASA members and other administrators.

aa. Each Social and Emotional Learning Cohort consists of two, three-days meetings at varying locations throughout the United States over the course of one school year.

290. Dr. Hamlet was present at and participated in the 2017 AASA Howard University Urban Superintendent’s Program in Alexandria, Virginia, on April 22, 2017, and April 23, 2017.

a. Dr. Hamlet flew from Pittsburgh, Pennsylvania, to Washington, D.C., on April 21, 2017.

1. Dr. Hamlet’s airfare for a one-way ticket to the 2017 AASA Urban Superintendent’s Program totaled $241.95 with baggage charges.

aa. Dr. Hamlet flew from Washington, D.C., to San Diego, California, with a layover in Phoenix, Arizona, on April 23, 2017, to attend a National Governor’s Association Learning Lab.

2. Dr. Hamlet issued payment for his airfare via use of his personal Barclay Card US credit card and his baggage charge via use of his Bank of America debit card.

291. Dr. Hamlet secured lodging for the nights of April 21, 2017, and April 22, 2017, at the Westin Alexandria, Alexandria, Virginia, at a total cost of $489.59.

a. Dr. Hamlet’s stay was documented under Westin Hotels & Resorts Guest Number 560594.

b. Dr. Hamlet issued personal payment for his room fees via his personal American Express credit card.

1. Dr. Hamlet’s lodging fee accounted for $329.18 of his total $489.59 folio charges.

292. After Dr. Hamlet’s return, Santucci completed and submitted an AASA Travel and Expense Voucher form on Dr. Hamlet’s behalf for reimbursement of travel expenses incurred totaling $741.93 in conjunction with the 2017 Howard University Urban Superintendent’s Academy.

a. Dr. Hamlet authorized submission of the reimbursement form to AASA for the following:

| **Description** | **Amount** |
| --- | --- |
| Ground Transportation: | $72.05 |
| Meals: | $98.75 |
| Lodging: | $329.18 |
| Airfare: | $241.95 |
|  |  |
| **Total:** | **$741.93** |

b. Dr. Hamlet’s signature is present on the reimbursement form as the traveler.

293. Dr. Hamlet subsequently received AASA check number 102395, dated May 11, 2017, in the amount of $741.93 in payment of/reimbursement for travel expenses incurred in relation to his attendance at the 2017 Howard University Urban Superintendent’s Academy.

a. AASA sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s home address.

294. Dr. Hamlet deposited AASA check number 102395 into his personal account at Bank of America on May 17, 2017, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of AASA check number 102395.

295. Dr. Hamlet additionally attended a 2018 AASA Social and Emotional Learning Conference in Chicago, Illinois, on October 19, 2018, and October 20, 2018, as a speaker at the event.

a. Dr. Hamlet flew from Pittsburgh, Pennsylvania, to Chicago, Illinois, on October 18, 2018.

b. Dr. Hamlet flew from Chicago, Illinois, to Pittsburgh, Pennsylvania, on October 20, 2018.

c. Dr. Hamlet’s roundtrip airfare to and from the AASA 2018 Social and Emotional Learning Conference totaled $702.40.

1. Dr. Hamlet issued payment for his airfare via use of his personal Barclay Card US credit card.

296. Dr. Hamlet received lodging from the AASA for the nights of October 18, 2018, October 19, 2018, and October 20, 2018, at The Westin Michigan Avenue, Chicago, Illinois, valued at a total of $841.77.

a. The value of Dr. Hamlet’s lodging accommodations at The Westin Michigan Avenue was captured on The Westin Michigan Avenue Group Master Summary of Guest Charges related to the AASA Social and Emotional Learning Conference.

b. Dr. Hamlet’s lodging costs were paid directly by the AASA to The Westin Michigan Avenue.

297. After Dr. Hamlet’s return, Santucci completed and submitted an AASA Travel and Expense Voucher form on Dr. Hamlet’s behalf for reimbursement of travel expenses incurred totaling $895.66 in conjunction with the 2018 Social and Emotional Learning Conference.

a. Dr. Hamlet authorized submission of the reimbursement form to AASA for the following:

| **Description** | **Amount** |
| --- | --- |
| Ground Transportation: | $117.30 |
| Meals: | $75.96 |
| Airfare: | $702.40 |
| Lodging: | N/A |
|  |  |
| **Total:** | **$895.66** |

b. Dr. Hamlet’s signature is present on the reimbursement form as the traveler.

298. Dr. Hamlet subsequently received AASA check number 105776, dated November 8, 2018, in the amount of $895.66 in payment of/reimbursement for travel expenses incurred in relation to his attendance at the 2018 AASA Social and Emotional Learning Conference.

a. AASA sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s home address.

299. Dr. Hamlet deposited AASA check number 105776 into his personal account at Bank of America on November 13, 2018, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of AASA check number 102395.

300. Dr. Hamlet, in his position as the Superintendent of the District, failed to disclose transportation, lodging, and/or hospitality provided by AASA in excess of $650.00 in association with travel to and attendance at AASA events on his original and/or amended 2017 and 2018 calendar year SFIs.

a. Transportation, lodging, and hospitality received from AASA (2017): $741.93.

b. Transportation, lodging, and hospitality received from AASA (2018): $1,737.40.

301. The National Governors Association (“NGA”) is a nonprofit entity which serves as a bipartisan collective voice of the nation’s governors.

a. The NGA’s ongoing mission is to support the work of governors by providing a forum to help shape and implement national policy and to solve state problems.

302. The NGA Center for Best Practices, a research and development firm, works directly with governors to share best practices and develop innovative policy solutions to state public policy challenges.

a. The NGA Center for Best Practices maintains several Policy Divisions which include, among others, an Education Division.

1. The NGA Center Education Division supports governors’ leadership roles in education reform, providing information on best practices in early childhood, elementary and secondary, and post-secondary education, including issues of accountability, extra learning opportunities, and the use of technology in the classrooms.

2. The NGA Center Education Division regularly convenes governors, governors’ staff, state education leaders, and experts from the field to discuss best practices related to relevant education topics.

303. The NGA Education Division provides governors’ staff and state education leaders with various opportunities for long-term, technical assistance to guide states through the policy development and implementation process.

a. The opportunities are provided in the form of policy academies, learning labs, advisory groups, expert roundtables, site visits, state retreats, learning networks, and workshops.

304. The NGA Center for Best Practices sponsored a Human Capital Spring Learning Lab (“Spring Learning Lab”) on April 24, 2017, and April 25, 2017, in San Diego, California.

a. Dr. Hamlet was invited to attend the Spring Learning Lab as a participant for Pennsylvania.

1. Each governor’s office in good standing as an NGA member is invited to participate.

2. Each governor’s education advisor makes recommendations as to other individuals from their respective state to attend the meeting.

305. Dr. Hamlet was informed in advance that the NGA would pay for his airfare to the Spring Learning Lab and that Dr. Hamlet was eligible for additional reimbursement for reasonable ground transportation, lodging up to two nights, and one day’s per diem.

a. Reimbursement information and other meeting materials are communicated to participants in advance of the event via email.

306. Dr. Hamlet traveled to and participated in the NGA Spring Learning Lab held in San Diego, California, on the dates of April 24, 2017, and April 25, 2017.

a. Dr. Hamlet flew from Washington, D.C., to San Diego, California, by way of Phoenix, Arizona, on April 23, 2017.

b. Dr. Hamlet flew from San Diego, California, to Pittsburgh, Pennsylvania, by way of Chicago, Illinois, on April 25, 2017.

c. The NGA issued payment in the total amount of $685.60 directly to its travel agency for Dr. Hamlet’s airfare.

1. Dr. Hamlet paid an additional total baggage fee of $50.00 via his personal American Express credit card in associated with his round-trip flight.

307. Dr. Hamlet secured lodging for the nights of April 23rd & 24th, 2017, at the Westin San Diego, Gaslamp Quarter, San Diego, California, at a total cost of $433.52.

a. Dr. Hamlet’s stay was documented under Westin Hotels & Resorts Invoice Number 293038.

b. Dr. Hamlet issued payment for his room fees via his personal American Express credit card.

1. Dr. Hamlet’s lodging fee accounted for $365.68 of his total $433.52 folio charges.

308. After Dr. Hamlet’s return, Santucci completed and submitted an NGA reimbursement form on Dr. Hamlet’s behalf for reimbursement of travel expenses incurred totaling $574.36 in conjunction with the NGA Spring Learning Lab.

a. Dr. Hamlet authorized submission of the reimbursement form to NGA for the following:

| **Description** | **Amount** |
| --- | --- |
|  |  |
| Ground Transportation: | $95.00 |
| Per Diem: | $64.00 |
| Checked Bags: | $50.00 |
| Lodging: | $365.36 |
|  |  |
| **Total** | **$574.36** |

1. The NGA reimbursement form limited the lodging reimbursement amount to $365.36 (two nights at a maximum of $182.68 per night).

b. Dr. Hamlet’s signature is present on the reimbursement form as the participant.

309. Dr. Hamlet subsequently received NGA check number 087421, dated May 28, 2017, in the amount of $574.36 in payment of/reimbursement for travel expenses incurred in relation to his attendance at the 2017 NGA Spring Learning Lab in San Diego, California.

a. NGA sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s home address.

310. Dr. Hamlet deposited NGA check number 087421 into his personal account at Bank of America on June 2, 2017, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of NGA check number 087421.

311. The NGA Center for Best Practices additionally held a Fall Human Capital Spring Learning Lab (“Fall Learning Lab”) from October 23, 2017, into October 24, 2017, in New Orleans, Louisiana.

a. Dr. Hamlet was invited to attend the Spring Learning Lab as a participant for Pennsylvania.

1. The Fall Learning Lab was built off the Spring Learning Lab to strengthen participant’s capacity to implement an aligned human capital system for preparing, supporting, and retaining teachers and principals.

b. Dr. Hamlet was informed in advance that he was eligible for reimbursement for airfare, reasonable ground transportation, lodging up to two nights and one day’s per diem.

312. Dr. Hamlet was present at and participated in the NGA Fall Learning Lab held in New Orleans, Louisiana, over the dates of October 23rd & 24th, 2017.

a. Dr. Hamlet flew from Pittsburgh, Pennsylvania, to New Orleans, Louisiana, by way of Atlanta, Georgia, on October 21, 2017.

b. Dr. Hamlet flew from New Orleans, Louisiana, to Pittsburgh, Pennsylvania, by way of Atlanta, Georgia, on October 24, 2017.

c. Dr. Hamlet’s roundtrip airfare to and from the Fall Learning Lab totaled $681.60.

1. Dr. Hamlet issued payment for his airfare via use of his personal American Express credit card.

313. Dr. Hamlet secured lodging for the nights of October 21st – 23rd, 2017 at Le Meridien New Orleans, New Orleans, Louisiana, at a total cost of $618.51.

a. Dr. Hamlet’s stay was documented under Le Meridien Invoice Number 424758.

b. Dr. Hamlet issued payment for his room fees via his personal American Express credit card.

314. After Dr. Hamlet’s return, Santucci completed and submitted an NGA reimbursement form on Dr. Hamlet’s behalf for reimbursement of travel expenses incurred totaling $1,444.11 in conjunction with the NGA Fall Learning Lab.

a. Dr. Hamlet authorized submission of the reimbursement form to NGA for the following:

| **Description** |  **Amount** |
| --- | --- |
| Ground Transportation: | $80.00 |
| Per Diem: | $64.00 |
| Airfare: | $681.60 |
| Lodging: | $618.51 |
|  |  |
| **Total** | **$1,444.11** |

1. Dr. Hamlet requested reimbursement for lodging in the amount of $681.60 although the NGA reimbursement form identified a maximum reimbursement of $365.36 (two nights at a maximum of $182.68 per night) for lodging.

b. Dr. Hamlet’s signature is present on the reimbursement form as the participant.

315. Dr. Hamlet subsequently received NGA check number 0021643383, dated December 7, 2017, in the amount of $1,444.11 in payment of/reimbursement for travel expenses incurred in relation to his attendance at the 2017 NGA Fall Learning Lab in New Orleans, Louisiana.

a. NGA sent the reimbursement check directly to Dr. Hamlet at Dr. Hamlet’s home address.

316. Dr. Hamlet deposited NGA check number 0021643383 into his personal account at Bank of America on December 18, 2017, via mobile deposit.

a. Dr. Hamlet’s signature is present on the back of NGA check number 0021643383.

317. Dr. Hamlet, in his position as the Superintendent of the District, failed to disclose transportation, lodging, and/or hospitality provided by NGA in excess of $650.00 in association with travel to and attendance at NGA events on his original and/or amended 2017 calendar year SFIs.

a. Transportation, lodging, and hospitality received from NGA (2017):

 Spring Learning Lab: $1,259.96

 Fall Learning Lab: $1,444.11

 **Total: $2,704.07**

**III.** **DISCUSSION:**

 As the Superintendent of the PittsburghPublic School District (“District”), Allegheny County, Pennsylvania, since July 1, 2016, Respondent Anthony Hamlet, also referred to herein as “Respondent,” “Respondent Hamlet,” “Dr. Hamlet,” and “Hamlet,” has been a public official/public employee subject to the provisions of the Public Official and Employee Ethics Act (“Ethics Act”), 65 Pa.C.S. § 1101 et seq.

 The allegations are that Hamlet violated Sections 1103(a), 1103(d), 1104(a), 1105(b)(1), 1105(b)(5), 1105(b)(7), and 1105(b)(8) of the Ethics Act:

 (1) When he utilized the authority of his public position to obtain a private pecuniary benefit, namely when he solicited and/or accepted travel, hospitality, and lodging from a current/former vendor to the District;

 (2) When he accepted honoraria in recognition of appearances, speeches and/or presentations which were directly related to his public occupation as the Superintendent of the District;

 (3) When he approved the carryover of unused vacation days for himself from one school year to the next when such was specifically prohibited by his employment contract;

 (4) When he failed to properly utilize leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days;

 (5) When he converted funds owed to the District for his own personal use;

 (6) When he failed to timely file Statements of Financial Interests (“SFIs”) for calendar years 2017 and 2018;

 (7) When he failed to disclose all reportable sources of income on SFIs filed for calendar years 2016, 2017, and 2018;

 (8) When he failed to identify his office, directorship or employment with Nova Southeastern University on his SFI for calendar year 2016 and with Educational Research & Development Institute on his SFIs for calendar years 2017 and 2018;

 (9) When he failed to identify the District as the governmental entity for which he served on all SFIs filed for calendar years 2016, 2017, and 2018; and

 (10) When he failed to disclose all reportable transportation, lodging, and/or hospitality on SFIs filed for calendar years 2017 and 2018.

 Pursuant to Section 1103(a) of the Ethics Act, a public official/public employee is prohibited from engaging in conduct that constitutes a conflict of interest:

 **§ 1103. Restricted activities**

 **(a)** **Conflict of interest.—**No public official or public employee shall engage in conduct that constitutes a conflict of interest.

65 Pa.C.S. § 1103(a).

 The term “conflict of interest” is defined in the Ethics Act as follows:

**§ 1102. Definitions**

 **“Conflict” or “conflict of interest.”** Use by a public official or public employee of the authority of his office or employment or any confidential information received through his holding public office or employment for the private pecuniary benefit of himself, a member of his immediate family or a business with which he or a member of his immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official or public employee, a member of his immediate family or a business with which he or a member of his immediate family is associated.

65 Pa.C.S. § 1102.

 Subject to the statutory exclusions to the Ethics Act’s definition of the term “conflict” or “conflict of interest,” 65 Pa.C.S. § 1102, pursuant to Section 1103(a) of the Ethics Act, a public official/public employee is prohibited from using the authority of public office/employment or confidential information received by holding such a public position for the private pecuniary benefit of the public official/public employee himself, any member of his immediate family, or a business with which he or a member of his immediate family is associated.

 Section 1103(d) of the Ethics Act prohibits a public official/public employee from accepting an honorarium:

 **§ 1103. Restricted activities.**

 **(d) Honorarium.--**No public official or public employee shall accept an honorarium.

65 Pa.C.S. § 1103(d).

 The Ethics Act defines the term “honorarium” as follows:

 **§ 1102. Definitions**

 **“Honorarium.”** Payment made in recognition of published works, appearances, speeches and presentations and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.

65 Pa.C.S. § 1102.

 The question of whether a given payment is an honorarium prohibited by Section 1103(d) is determined by an application of the statutory definition set forth in the Ethics Act, not by the mere label that may have been attached to the payment. Fiorello, Order No. 1363; Confidential Opinion, 14-007; Confidential Opinion, 01-001.

 The statutory definition of “honorarium” generally includes payments that are made in recognition of speaking engagements/presentations, appearances, and published works, but excludes such payments if: (1) they are legitimately intended as consideration for the value of such services; and (2) they are undertaken in the public official’s/public employee’s private professional or occupational capacity and are not related to the public position. Fiorello, supra; Confidential Opinion, 14-007; Confidential Opinion, 01-001.

 Section 1104(a) of the Ethics Act provides that each public official/public employee must file an SFI for the preceding calendar year, each year that he holds the position and the year after he leaves it.

 Section 1105(b) of the Ethics Act and its subsections detail the financial disclosure that a person required to file the SFI form must provide.

 Section 1105(b)(1) of the Ethics Act requires the filer to disclose on the SFI his name, address, and public position.

 Subject to certain statutory exceptions, Section 1105(b)(5) of the Ethics Act requires the filer to disclose on the SFI the name and address of any direct or indirect source of income totaling in the aggregate $1,300 or more.

 Subject to certain statutory exceptions, Section 1105(b)(7) of the Ethics Act requires the filer to disclose on the SFI the name and address of the source and the amount of any payment for or reimbursement of actual expenses for transportation and lodging or hospitality received in connection with public office or employment where such actual expenses exceed $650 in an aggregate amount per year.

 Section 1105(b)(8) of the Ethics Act requires the filer to disclose on the SFI any office, directorship or employment in any business entity.

 As noted above, the parties have submitted a Consent Agreement and Stipulation of Findings. The parties’ Stipulated Findings are set forth above as the Findings of this Commission. We shall now summarize the relevant facts as contained therein.

**Background**

 Hamlet was appointed to serve as the Superintendent of the District for a five-year term spanning from July 1, 2016, to June 30, 2021. The District is governed by a nine-Member Board of Directors (“Board”).

 The District maintains a policy manual (“District Policy Manual”) to guide the day-to-day operations of the District. As the Superintendent, Hamlet is subject to applicable policies and procedures included within the District Policy Manual.

With respect to the use of District Procurement Cards (*i.e.,* credit cards), a District Administrative Regulation provides that Procurement Cards are to be used for District purchases only. The District issues payment for all Procurement Cards via one monthly debit from the District General Fund. As a District employee, Hamlet has a District Procurement Card. Hamlet’s personal assistants have access to his District Procurement Card and routinely use it to book travel and pay expenses for him.

Sub-Section 917 of the District Policy Manual provides, in pertinent part, that subject to certain exceptions, no District employee shall solicit or accept from any party doing business with the District or interested in doing business with the District anything of value. One exception allows District employees to receive reimbursement of travel expenses for attendance at official meetings.

 District representatives seeking approval to travel for District-related business or professional development are generally required to complete a District DBA3 Travel Request form (“DBA3”). The DBA3 includes written guidelines and reminders for travel at District expense and/or during District workdays. Justification for the travel must be provided with appropriate documentation attached. The information to be provided on the DBA3 includes the travel dates, destination, and purpose, and documentation as to whether the travel is at District expense. Board approval is required for any travel out of the country. The signature of the Board President on Hamlet’s DBA3s authorizes Hamlet’s travel and absence from the District during normal District business days and hours for District-related business or professional development. A DBA3 is not required for the use of vacation, personal, or sick leave.

District representatives seeking reimbursement for expenses incurred during District-related travel are to complete a District DBA4 Expense Account Memorandum form (“DBA4”). The information to be provided on the DBA4 includes the travel dates, destination, and purpose, and expense descriptions for transportation, lodging, meals, registration fees, and other expenses.

 Hamlet’s assistants fill out his DBA3s and DBA4s based upon information provided by Hamlet, his Chief of Staff, or others. Hamlet signs his DBA3s and DBA4s and is responsible for their contents.

**Hamlet’s Trip to Florida and Cuba with a Vendor to the District**

 Barrington Irving (“Irving”) is the founder and Chief Executive Officer of The Flying Classroom, LLC (“The Flying Classroom”). The Flying Classroom provides a supplemental curriculum which is advertised as serving as an instructional science, technology, engineering, and math (“STEM”) tool for teachers through implementation of STEM integrative instruction with students. The Flying Classroom program is a web-based program which is accessed by teachers through an online platform that provides access to curriculum “expeditions.” Teachers are regularly referred to within the curriculum as “Lead Explorers.” The Flying Classroom program offers Lead Explorer Expeditions, which are marketed as being uniquely designed and tailored to the preferences of the Lead Explorers implementing The Flying Classroom program.

 Irving was invited to travel to the District in March 2015 to explore the feasibility of implementing The Flying Classroom curriculum in the District. The District curriculum and instruction team found The Flying Classroom program to be cost prohibitive and in need of additional development/work, and the District administration did not further pursue The Flying Classroom program at that time.

 Between August 5, 2016, and October 20, 2016, Hamlet was involved in efforts by the District to explore the possibility of the District using The Flying Classroom curriculum. During that time frame, Irving submitted a proposal to Hamlet to implement The Flying Classroom program to serve 50 teachers within the District at a cost of $238,460.00. The District did not move forward with Irving’s proposal at that time.

 In early 2017, Hamlet and Irving had discussions about the possible implementation of The Flying Classroom program at the District. During these discussions, Irving suggested that the District set up an aviation program for the fall of 2017, and he provided information about a used Boeing 727 airplane engine which The Flying Classroom could donate to the District. On or about March 21, 2017, Hamlet accepted The Flying Classroom’s donation of the airplane engine on behalf of the District.

 In April 2017, Irving submitted a proposal to Hamlet to implement The Flying Classroom program to serve 125 teachers within the District at a cost of $426,255.00. This proposal included a fee of $30,000.00 for 20 District teachers or administrators to attend six Lead Explorer Expeditions with local entities, which would be STEM expeditions that correlated to the content of The Flying Classroom program. Although the District did not take any action to approve this proposal, Irving noted in an email to the Executive Director of the District’s Career Technical Education curriculum that Hamlet wanted the option to have students at the District’s K-8 Langley school build an airplane.

 On September 19, 2017, Irving submitted a third proposal to Hamlet to implement The Flying Classroom program at the District. Pursuant to the third proposal, The Flying Classroom program would serve 66 teachers within the District at a cost of $456,340.00. The third proposal detailed services to be provided through the program, including curriculum implementation, building an airplane from scratch, and three Lead Explorer Expeditions with local entities for 25 participants each. Between September 19, 2017, and December 10, 2017, Hamlet engaged in multiple communications with District employees, Irving, and Hannah Maharaj (“Maharaj”) of The Flying Classroom with regard to the third proposal. In an email sent to Hamlet on or about November 7, 2017, Maharaj specifically referenced “setting tentative dates for a STEM+ Expedition to South Florida.”

 On December 15, 2017, Maharaj submitted an updated proposal to Hamlet and other District representatives for the implementation of The Flying Classroom program to serve ten teachers within the District at a cost of $73,700.00. The updated proposal included costs associated with curriculum implementation and two Lead Explorer Expeditions with local entities, each for 15 to 20 District teachers or administrators. The updated proposal referenced the option of a Lead Explorer Expedition for Lead Explorers (*i.e.,* District administrators or staff) to attend The Flying Classroom STEM Conference (“Stem Conference”) in Miami, Florida. The updated proposal did not include any pricing for specialized projects such as building an airplane.

On January 24, 2018, the Board voted to contract with The Flying Classroom for the implementation of The Flying Classroom’s curriculum at two District schools. The operating period of the contract was listed as January 25, 2018, through January 24, 2019. The cost of the contract was not to exceed $73,000.00. Although The Flying Classroom proposal submitted to District representatives referenced the option of a Lead Explorer Expedition for District administrators or staff to attend the STEM Conference in Miami, the proposal was not part of the Board materials, so language related to the STEM Conference or travel for District administrators or staff at the expense of The Flying Classroom was not included in the contract.

As of at least February 6, 2018, District representatives began communicating with representatives of The Flying Classroom to initiate the program at two District schools. Although the term of the District’s one-year contract with The Flying Classroom commenced on January 25, 2018, The Flying Classroom did not perform any services at the District until May 2018. Given that use of The Flying Classroom materials did not begin until May 2018, use of The Flying Classroom program in the District continued into May 2019.

Although neither The Flying Classroom’s proposal nor the contract between The Flying Classroom and the District contained any allowance for a District Leadership Expedition (“Leadership Expedition”), the proposal did reference the option of a Lead Explorer Expedition for District administrators or staff to attend the STEM Conference in Miami. Between May 18, 2018, and November 20, 2018, emails exchanged between Irving and representatives of the District other than Hamlet referenced the planning of a Leadership Expedition. As of January 7, 2019, efforts to plan a Leadership Expedition began in earnest. Emails that were exchanged among various parties, including Irving and District representatives other than Hamlet, reflected efforts to plan a Leadership Expedition to be hosted by The Flying Classroom in Florida in February 2019. Because Irving wanted to take the participants to Cuba for a portion of the Leadership Expedition, the Leadership Expedition was ultimately scheduled for April 2019 in order for each participant to have time to obtain a passport.

On March 26, 2019, a District employee sent an email to Keren DeCarlo (“DeCarlo”), Executive Secretary to the Superintendent, regarding Irving’s plans for the Leadership Expedition. The email noted Irving’s request that all participants arrive on Sunday, April 14, 2019, in Florida. The email further noted Irving’s plans to leave the country for forty-eight hours and then return to Florida. DeCarlo subsequently forwarded this email to Hamlet under the subject of “Flying Classroom trip,” with accompanying text noting that Irving “is hoping you can join them on the trip over Spring Break” and that “the trip is covered except for the travel to/from [Florida].”

 On March 29, 2019, an Outlook “Invited Event” calendar email was sent to the Superintendent’s Office and various District administrators under the subject of “Leadership Expedition with Flying Classrooms,” with flight information and an itinerary attached. The itinerary provided that the participants were to arrive in Miami on April 14, 2019. The itinerary directed that participants were required to have a valid passport and provided that on April 15, 2019, the participants would fly from Florida via Irving’s private plane to a “surprise destination” for a “STEM+ Expedition.” The participants were to return to Miami on April 17, 2019.

On April 4, 2019, DeCarlo completed Hamlet’s DBA3 for his travel to Miami. Hamlet’s DBA3 documented start and end dates for the trip of April 12, 2019, and April 18, 2019, respectively, and destinations in Florida. The purpose of the travel was listed as “Flying Classroom Leadership Expedition.” Hamlet’s flight was identified as the only trip expense for the District. Although a DBA3 was completed for Hamlet’s travel, his travel was personal in nature and unrelated to any District business. DeCarlo booked an April 12, 2019, flight for Hamlet from Pittsburgh to Miami at a cost to the District of $539.30. Hamlet paid for his return flight to Pittsburgh.

Hamlet, who is a graduate of the University of Miami, traveled to Miami on Friday, April 12, 2019, to attend a University of Miami Football Team Reunion that weekend. April 12, 2019, was a regularly scheduled District workday for Hamlet. District records do not indicate that Hamlet utilized leave of any type to account for his absence from the District on April 12, 2019.

On April 14, 2019, Hamlet met other District representatives and a representative of The Flying Classroom at Miami International Airport. Hamlet and the other District representatives were transported to the Hilton Miami Downtown via passenger van. Irving paid the charges for the District representatives’ rooms, including Hamlet’s room, which cost $195.48. Either during the drive to the Hilton Miami Downtown or the next morning, each of the District representatives received a draw string tote bag with various amenities and a Cuban flag. Hamlet advised Commission staff that he did not know they were going to Cuba until he received the bag and the flag.

On April 15, 2019, Irving flew Hamlet and the other District representatives from Florida to Havana, Cuba. Irving paid for Hamlet and the other District representatives to stay at the Four Points by Sheraton in Havana for the nights of April 15 and April 16. The cost of Hamlet’s room for two nights totaled $322.00. While in Cuba, Hamlet and the other District representatives toured Havana, traveled to a national forest, swam in a freshwater cave, snorkeled, and toured important locations in Cuban history. Irving/The Flying Classroom paid all of the expenses for the activities that were participated in by Hamlet and the other District representatives.

After returning to Florida on April 17, 2019, Irving presented a PowerPoint presentation regarding future planning for the District to Hamlet and the other District representatives in The Flying Classroom offices. Irving presented information on what The Flying Classroom could offer to the District, as well as the next steps to be taken regarding expansion of The Flying Classroom program at the District.

Hamlet did not utilize leave of any type to account for his absence from the District for the dates from April 15 through April 17, 2019, which were regularly scheduled District workdays for him. Hamlet remained in Florida from April 17 until April 20, 2019, at which time he flew to New Orleans, Louisiana. Hamlet remained in Louisiana from April 20 until April 22, 2019, when he was scheduled to fly to Pittsburgh. April 18, 2019, and April 22, 2019, were regularly scheduled District workdays for Hamlet. District records do not indicate that Hamlet utilized leave of any type to account for his absence from the District on those dates.

 The District currently has no business relationship with Irving/The Flying Classroom or plans to revisit implementation of The Flying Classroom program at the District.

**Hamlet’s Receipt of Honoraria**

ERDI Partners, Inc., is a for-profit corporation that does business as the Education Research and Development Institute (“ERDI”). ERDI markets itself as a provider of research and development opportunities for companies that design products and services in support of PK-12 education. ERDI’s mission includes providing a forum for dialogue between educational leaders and corporate partners to shape products, goods, and services that will inspire excellence in education and enrich the achievement of all learners.

ERDI currently holds multiple institutes (“Institutes”) each year which are structured to give educational leaders the opportunity to influence the development, refinement, and delivery of the products and services entering the PK-12 education space. The core element of ERDI’s Institutes is the ERDI Research and Development Panel (“ERDI Panel”). An individual, group, or organization engaged in developing PK-12 educational products or services is afforded the opportunity to present items under development to an ERDI Panel and solicit critiques, evaluations, and feedback from the ERDI Panel during a confidential three-hour session. Each ERDI Panel consists of five members (“Panelists”). A Panelist is a qualified senior school district official who has been nominated by his or her peers to serve on ERDI Panels in a consulting capacity. ERDI reimburses Panelists for transportation, lodging, and hospitality expenses associated with serving on ERDI Panels. From at least 2017 through 2019, ERDI provided Panelists with a $2,000.00 payment referred to as an “honorarium” for their time and expertise in serving on an ERDI Panel.

On July 15, 2016, ERDI President and Chief Executive Officer Paul Dulle (“Dulle”) emailed Hamlet and expressed his interest in speaking to Hamlet about ERDI. Hamlet had been recommended for service as a Panelist by the superintendent of another school district. After Hamlet expressed interest in ERDI, Dulle sent another email to Hamlet which provided him with information about ERDI and upcoming Institutes. Dulle’s email informed Hamlet that ERDI would provide payment for three nights lodging and coach airfare and a ground transportation and food stipend for each ERDI Institute attended as well as payment of an honorarium in the amount of $2,000.00 for serving as a Panelist. With regard to honoraria, Hamlet’s contract with the District provides, in pertinent part, that “Should participation in an outside activity result in payment of an honorarium or fee, the Superintendent must use personal leave for this time away from District duties or such pay or honorarium shall be donated to the Pittsburgh Promise.”

On August 1, 2016, Hamlet sent an email to Dr. Regina Holley (“Holley”), Board President, which informed Holley that Hamlet had been nominated to participate with ERDI as a Panelist and provided Holley with additional information regarding ERDI Panels and ERDI professional development. Holley advised Hamlet in a return email that his participation with ERDI as a Panelist had to be presented to the Solicitor’s Office for review. In an email sent to Hamlet and Holley on August 1, 2016, the District Solicitor opined that Hamlet could proceed with serving as a Panelist provided that Hamlet would utilize vacation days for his service and would receive no remuneration for his service. Hamlet had not specifically disclosed to the District Solicitor that Panelists were eligible to receive honoraria for their service on ERDI Panels. Based on the language in Hamlet’s contract, which had been drafted by the District Solicitor, Hamlet believed that he was permitted to accept an honorarium so long as he was on personal leave at the time of the event related to the honorarium.

From February 2017 through February 2019, Hamlet attended three ERDI Institutes as a Panelist. Hamlet used personal or vacation days to account for his absence from the District on any regularly scheduled workdays while attending the ERDI Institutes. The ERDI Institutes were held: (1) from February 10 through February 14, 2017, in New Orleans, Louisiana; (2) from July 9 through July 12, 2017, in Baltimore, Maryland; and (3) from February 17 through February 20, 2019, in Newport Beach, California. ERDI paid Hamlet the amount of $2,000.00 each time that he served as a Panelist. ERDI additionally paid Hamlet’s transportation, lodging, and hospitality expenses associated with his service on the ERDI Panels. The parties have stipulated that the payments Hamlet received from ERDI for serving on the ERDI Panels constituted honoraria.

 Educational Solutions Consulting, Inc. (“ESC”) is a consulting firm which provides strategy, advisement, coaching, and business development support for entrepreneurial organizations within the K12 industry. ESC assists K12 startup companies with building their businesses, including advising the companies on the process of building relationships with school agencies and their leaders.

In 2016 and 2017, ESC had contracts with New Schools Venture Fund (“NSVF”), a national nonprofit venture philanthropy working to reimagine public education, to provide consulting services to organizations receiving grants from NSVF. ESC was engaged to provide NSVF grantees with a day of coaching, mentoring, and advisement from ESC’s network of K12 public school superintendent partners. ESC routinely offered payment in the amount of $500.00 to a superintendent who served on a panel for ESC at an event.

Doug Roberts (“Roberts”), President of ESC, invited Hamlet to participate as one of five superintendents on a panel for an ESC event to be held in California on May 16, 2017. Hamlet was invited to participate on the panel due to his position as the Superintendent of the District. Roberts informed Hamlet that for his service on the panel, he could opt to receive the amount of $500.00 paid directly to him, have the $500.00 donated to a District foundation, or have the $500.00 donated to a scholarship fund.

Hamlet flew to California on May 14, 2017, and he participated in an ESC panel that was part of an ESC workshop conducted in the San Francisco Bay area on May 16, 2017. Although May 15 and May 16, 2017, were regularly scheduled District workdays for Hamlet, District records do not reflect that leave of any type was used to account for Hamlet’s absence from the District on those dates. The parties have stipulated that Hamlet accepted an honorarium payment in the amount of $500.00 from ESC for serving on the ESC panel. ESC paid Hamlet’s airfare expenses associated with his travel to California.

**Hamlet’s Receipt of Travel Reimbursements to Which He Was Not Entitled**

 The Council of Great City Schools

The Council of Great City Schools (“CGCS”) is a nonprofit entity which has the mission to endorse the cause of urban schools and advocate for inner-city students through legislation, research, and media relations. CGCS holds various conferences/events to advance its mission. The District is a CGCS member district.

The Wallace Foundation is a philanthropy which is working nationally to foster improvements in learning and enrichment for disadvantaged children and the vitality of the arts for all. In May and September of 2017, Hamlet attended events in New York City that were hosted by the Wallace Foundation. Hamlet attended the meetings as a CGCS member as a result of grants that the Wallace Foundation provided to CGCS.

 On or about May 22, 2017, Hamlet attended a Wallace Foundation event on the subject of “Principal Supervisors.” Hamlet flew from Pittsburgh to New York City on May 21, 2017, and he flew back to Pittsburgh on May 22, 2017. Hamlet used his District Procurement Card to pay the total amount of $238.86 for lodging at the Westin New York at Times Square for the night of May 21, 2017. Hamlet subsequently received reimbursement from CGCS for travel expenses incurred in connection with his attendance at the Wallace Foundation event, including reimbursement for his lodging expense of $238.86 which had been paid via his use of his District Procurement Card. Hamlet incorrectly received $238.86 which should have been reimbursed to the District.

On or about September 25, 2017, Hamlet attended a Wallace Foundation event in New York City on the subject of the ESSA Leadership Learning Community. Hamlet charged his round-trip airfare, which totaled $740.40, to his District Procurement Card. One of Hamlet’s Executive Assistants submitted a CGCS reimbursement form to CGCS on Hamlet’s behalf which sought reimbursement for travel expenses totaling $775.15, including $740.40 for airfare. After CGCS issued a check in the amount of $775.15 to the District as reimbursement for Hamlet’s travel expenses incurred in relation to his attendance at the September event, Hamlet authorized completion of a District DBA1 – Voucher Request in his name which requested that the District reimburse him the amount of $775.15 for his travel expenses, including $740.40 for airfare. The information on the District DBA1 – Voucher Request was not accurate, which resulted in Hamlet’s receipt of $740.40 in District funds for airfare reimbursement to which he was not entitled.

The National Academy of Advanced Teacher Education

 The National Academy of Advanced Teacher Education (“NAATE”) is an educational, nonprofit entity focused on providing quality, in-residence professional development to teachers and school leaders from urban schools throughout the United States. NAATE operates its program at Yale University in New Haven, Connecticut, in the summer months and at Hotel DuPont in Wilmington, Delaware, during the school year.

In 2017, NAATE received a grant from the Heinz Foundation that charged NAATE with determining whether local district and charter school leaders in the Greater Pittsburgh area were interested in NAATE’s program. In November 2017, Hamlet and other District representatives traveled to Wilmington to receive an overview of the program, sit in on NAATE classes for one day, and engage with participants. Hamlet’s round-trip airfare, which totaled $732.40, was charged to his District Procurement Card. Upon Hamlet’s return to the District, one of Hamlet’s Executive Assistants forwarded Hamlet’s transportation receipts, which included the $732.40 in airline fees paid via Hamlet’s District Procurement Card, to NAATE for reimbursement. NAATE subsequently issued a check in the amount of $887.46 to Hamlet, which included reimbursement for least $713.93 of the airfare expenses that had been charged to his District Procurement Card. Hamlet incorrectly received $713.93 which should have been reimbursed to the District.

The Jewish Federation of Greater Pittsburgh

The Jewish Federation of Greater Pittsburgh (“JFGP”) is a nonprofit entity which serves as the central planning and fundraising body for the Pittsburgh Jewish community. Classrooms Without Borders (“CWB”) is an independent, nonprofit program of the JFGP which provides continuing education and professional development for educators. CWB financially and academically supports educators and students to participate in study travel seminars to places where the Jewish population has been impacted by antisemitism and oppression.

 In 2018, CWB partnered with the District to provide a group of five District representatives with the opportunity to participate in CWB’s Poland Personally Holocaust education travel study seminar (“2018 Poland Study Seminar”), which was scheduled to occur from Sunday, July 1, 2018, to Monday, July 9, 2018. The 2018 Poland Study Seminar encompassed a total of five regularly scheduled District workdays for Hamlet. Per the partnership agreement, the District was responsible for payment of a registration fee of $1,500.00 per District representative with CWB subsidizing the remainder of the costs. CWB would subsidize a total of $3,100.00 per District representative.

 Hamlet was one of five District representatives who were selected to participate in the 2018 Poland Study Seminar. Participants were required to complete a registration process which included payment of a $250.00 non-refundable deposit by December 15, 2017. CWB requested that participants pay the $250.00 deposit from their own personal funds. If a participant’s school district would later cover the entire registration fee, CWB would reimburse the $250.00 deposit directly to the participant. On December 14, 2017, Hamlet’s District Procurement Card was used to pay his $250.00 deposit for the 2018 Poland Study Seminar.

Hamlet did not travel to the 2018 Poland Study Seminar with the rest of the District participants. Hamlet flew from Hong Kong, China, to Moscow, Russia, and from Moscow, Russia, to Warsaw, Poland, on July 1, 2018. Hamlet had been in China from at least June 25, 2018, until July 1, 2018, on personal business. Hamlet participated in the 2018 Poland Study Seminar from July 1, 2018, until July 9, 2018, when he flew to Pittsburgh.

A DBA4 dated July 12, 2018, was submitted to the District on behalf of Hamlet for reimbursement of expenses totaling $772.26 associated with his participation in the 2018 Poland Study Seminar. The amount claimed included per diem reimbursement for meals in the amount of $52.00 per day for eleven days, including June 30, 2018, when Hamlet was in China on personal business, and July 10, 2018, which was after Hamlet had already returned to Pittsburgh. Hamlet subsequently received payment from the District for $104.00 in per diem reimbursement to which he was not entitled.

In addition to claiming reimbursement from the District, Hamlet claimed separate reimbursement from the JFGP. Although Hamlet received an email from Robin Monroe (“Monroe”), CWB Program Coordinator, on August 2, 2018, which notified him that Monroe was processing his airfare expense and the $250.00 that he “paid out of pocket for [the] Poland deposit” for reimbursement, Monroe was not informed that Hamlet had not paid the $250.00 deposit personally or advised to reimburse the District for the $250.00 deposit. Hamlet subsequently received a check from JFGP which included reimbursement of the $250.00 deposit that had been charged to his District Procurement Card.

**Hamlet’s Leave Time**

 Hamlet’s employment as the Superintendent is governed by a contract between Hamlet, the District, and the Board. Hamlet’s contract provides, in pertinent part, that he is to annually receive leave in the form of twenty-five vacation days, fifteen sick days, and two personal days. At the end of each school year, Hamlet is eligible for reimbursement from the District in an amount equal to 1/260th of his salary (per diem rate) for each unused vacation and personal day “sold back” to the District, capped at a total of twenty days. Per Hamlet’s contract, any unused vacation or personal days which are not sold back to the District at the end of the school year are forfeited and not carried over to any subsequent school year. Hamlet’s contract is silent as to how snow days are to be treated.

 Hamlet is permitted to take his vacation and personal days at his discretion after providing notice to the Board. Hamlet is not required to obtain specific approval from the Board or the Board President to use his vacation and personal days, and no DBA3 is required for those days.

 Each department within the District Administrative Building has an employee who serves as that department’s designated timekeeper to record employee absences from the District on regularly scheduled workdays. Employee absences from the District for which employees are paid include approved District absences and absences due to use of vacation, personal, sick, or bereavement leave. An employee is responsible for informing the department timekeeper of the employee’s use of leave. The department timekeeper is responsible for entering the employee’s leave usage into the District PeopleSoft System, which enables the District to track the amount of leave taken by each employee as entered by the department timekeeper. Although the information is entered by the department timekeeper, each employee remains responsible for the proper reporting of leave time utilized.

 Various individuals have served as the timekeeper for the Superintendent’s Office during Hamlet’s tenure as the Superintendent. Individuals serving in the timekeeper role for the Superintendent’s Office routinely become aware of Hamlet’s planned absences from the District via verbal communication with Hamlet, during meetings with District Chief of Staff Erika Fearbry-Jones regarding Hamlet’s schedule, email from Hamlet, completion of DBA3s for Hamlet, or review of Hamlet’s Outlook calendar. Hamlet is responsible for ensuring that his use of vacation and personal days is properly reported and entered into the District’s PeopleSoft system.

 2016 – 2017 School Year

During the 2016 – 2017 school year, Hamlet utilized nine vacation days and two personal days to account for personal absences from the District. Hamlet was absent from the District for personal reasons for a minimum of five additional days. See, Fact Finding 238. District records do not indicate that leave of any type was utilized to account for Hamlet’s absence from the District on those five days, which included days when Hamlet was in California for the ESC panel and days when he was in Florida at an event held by the Sickle Cell Foundation of Palm Beach County & Treasure Coast, Inc. Hamlet received his regular salary from the District for the five days when he was out of the District on personal business without using vacation or personal leave to account for his absence from the District. Hamlet had medical appointments on two of the days, which would have entitled him to use sick leave for those two days.

At the end of the 2016 – 2017 school year, Hamlet received payment from the District for sixteen unused vacation days. If Hamlet had used vacation leave for the three days where he was absent from the District and was not eligible to use sick leave, he would have received payment from the District for only thirteen unused vacation days.

 2017 – 2018 School Year

During the 2017 – 2018 school year, Hamlet utilized five vacation days and no personal days to account for personal absences from the District. Hamlet was absent from the District on personal business for five additional days. District records do not indicate that leave of any type was utilized to account for Hamlet’s absence from the District on those five days, which included days when he was in Utah and Florida. See, Fact Finding 244. Hamlet received his regular salary from the District for the five days when he was out of the District on personal business without using vacation or personal leave to account for his absence from the District. Hamlet had a medical appointment on one of the days, which would have entitled him to use sick leave for that day.

 On June 22, 2018, a memo was issued under Hamlet’s signature with the subject of “Carry Over Authorization,” in which Hamlet authorized the carryover of unused vacation days from the 2017 – 2018 school year to the 2018 – 2019 school year for himself and nine additional District staff members. Hamlet understood this carryover to be consistent with past practice at the District from previous administrations, even though his contract does not provide for him to carry over vacation days. Hamlet’s memo provided that he had a balance of twenty-one unused vacation days at that time. Hamlet specified that he was to be issued payment for twenty of the days and that one day was to be carried over to the 2018 – 2019 school year.

 Hamlet did not request or receive Board approval to carry over any unused or unsold vacations days from the 2017 – 2018 school year to the 2018 – 2019 school year. Hamlet realized the availability of an additional vacation day for the 2018 – 2019 school year as a result of approving his own carryover of one vacation day from the 2017 – 2018 school year. Hamlet advised Commission staff that he believed that this carryover day related to a snow day.

At the end of the 2017 – 2018 school year, Hamlet received payment from the District for twenty unused vacation days. If Hamlet had used vacation days for the four days where he was absent from the District and was not entitled to use sick days, he would have received payment from the District for only sixteen unused vacation days.

 2018 – 2019 School Year

 During the 2018 – 2019 school year, Hamlet utilized a total of five days of leave, consisting of one carried-over vacation day (to which he was not entitled), two vacation days, and two personal days, to account for personal absences from the District. Hamlet claimed use of the carried-over vacation day to account for his absence on December 26, 2018. Hamlet had a medical appointment on December 26, 2018, which would have entitled him to use sick leave on that date.

Hamlet was absent from the District on personal business for at least seven additional days. District records do not indicate that Hamlet submitted leave of any type to account for his absence from the District on those days, which included days when he was in Florida, Cuba, and Louisiana. See, Fact Finding 252. Hamlet received his regular salary from the District for the days when he was out of the District on personal business without using leave to account for his absence from the District. Hamlet had a medical appointment on one of the days which would have entitled him to use sick leave for that day. District records indicate that Hamlet claimed use of an accumulated snow day to account for one of the days and that Hamlet had no snow days available to use to account for that one day.

 On June 26, 2019, a memo was issued under Hamlet’s signature with the subject of “Carry Over Authorization,” in which Hamlet authorized the carryover of unused vacation days from the 2018 – 2019 school year to the 2019 – 2020 school year for himself and eight additional District staff members. Hamlet understood this carryover to be consistent with past practice at the District from previous administrations, even though his contract does not provide for him to carry over vacation days. Hamlet’s memo provided that he had a balance of twenty-three unused vacation days at that time. Hamlet specified that he was to be issued payment for twenty of the days and that three days were to be carried over to the 2019 – 2020 school year.

Hamlet did not request or receive Board approval to carry over any unused or unsold vacations days from the 2018 – 2019 school year to the 2019 – 2020 school year. Hamlet realized the availability of three additional vacation days for the 2019 – 2020 school year as a result of approving his own carryover of three vacation days from the 2018 – 2019 school year. Hamlet advised Commission staff that he believed that these carryover days related to snow days.

 At the end of the 2018 – 2019 school year, Hamlet received payment from the District for twenty unused vacation days. Hamlet would not have received payment for twenty unused vacation days if he had properly used vacation days to cover his absences where necessary.

 2019 – 2020 School Year

 During the 2019 – 2020 school year, Hamlet utilized three carried-over vacation days (to which he was not entitled), five and one-half vacation days, and two personal days to account for personal absences from the District. Hamlet claimed the use of one carried-over vacation day to account for his absence on July 22, 2019. Hamlet had a medical appointment on July 22, 2019, which would have entitled him to use sick leave on that date.

 At the end of the 2019 – 2020 school year, Hamlet received payment from the District for nineteen and one-half unused vacation days. Hamlet would not have received payment for nineteen and one-half unused vacation days if he had properly used vacation days to cover his absences where necessary.

Use of Sick Leave

 Between July 1, 2016, and October 1, 2019, Hamlet utilized five sick days to account for days where he was absent from the District for medical reasons. Hamlet utilized an additional five sick days to account for days where he was absent from the District because he was traveling to another state for personal reasons. Hamlet’s use of sick days rather than vacation days while he was traveling for personal business enabled him to maintain a larger balance of vacation days to sell back to the District at the end of a school year.

**Hamlet’s SFIs:**

 Hamlet filed SFIs with the District for calendar years 2016, 2017, and 2018. Hamlet neglected or failed to disclose the following information on those SFIs:

 Reportable Sources of Income

Calendar year 2016: (1) Pittsburgh Public Schools; (2) Palm Beach Schools; (3) Nova Southeastern University.

Calendar year 2017: (1) Pittsburgh Public Schools; (2) Dulle Enterprises, Inc., d/b/a ERDI; (3) ERDI.

Calendar year 2018: Pittsburgh Public Schools.

Reportable Creditors

Calendar year 2016: Nelnet Student Loans.

Calendar year 2017: American Express.

Calendar year 2018: American Express.

Transportation, Lodging, and Hospitality, Source and Amount

Calendar year 2017: (1) ERDI, $2,230.70; (2) ESC, $1,329.30; (3) CGCS, $1,504.81; (4) NAATE, $887.46; (5) American Association of School Administrators (“AASA”), $741.93; (6) National Governors Association, $2,704.07.

Calendar year 2018: (1) JFGP, $1,725.51; (2) CWB, $3,100.00; (3) AASA, $1,737.40.

Office, Directorship or Employment in any Business

Calendar year 2016: Nova Southeastern University (employee).

 Although Hamlet filed amended SFIs with the District for calendar years 2016, 2017, and 2018, his amended SFIs failed to disclose all of the above information that was not disclosed on his SFIs for calendar years 2016, 2017, and 2018. Hamlet neglected to disclose the District as the governmental entity for which he held public office on either his SFIs or amended SFIs for calendar years 2016, 2017, and 2018.

 Having highlighted the Stipulated Findings and issues before us, we shall now apply the Ethics Act to determine the proper disposition of this case.

 The parties' Consent Agreement sets forth a proposed resolution of the allegations as follows:

1. The Investigative Division will recommend the following in relation to the above allegations:
2. That a violation of Section 1103(a) of the Public Official and Employee Ethics Act, 65 Pa.C.S. § 1103(a), occurred in relation to Dr. Hamlet’s negligent receipt of travel expense reimbursements from the District which had already been paid by the District resulting in a private pecuniary benefit.

b. That a violation of Section 1103(a) of the Public Official and Employee Ethics Act, 65 Pa.C.S. § 1103(a), occurred in relation to Dr. Hamlet’s negligent utilization of leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days and when he carried over unused vacation/personal days for certain District employees including himself from one school year to the next when his contract prohibited carrying over vacation/personal days as to him. Dr. Hamlet asserts that the carried over days were snow days not vacation/personal days covered by Section X.A. of his contract.

c. That a technical violation of Section 1103(d) of the Public Official and Employee Ethics Act, 65 Pa.C.S. § 1103(d), occurred when Dr. Hamlet accepted honorarium in recognition of appearances, speeches and/or presentations which were directly related to his public occupation. Dr. Hamlet had an understanding that the receipt of such was allowable given language in Section XV of his contract permitting him to accept honorarium or fees if he was using personal leave at the time of the outside activity resulting in the payment of an honorarium or fee.

d. Dr. Hamlet denies having committed a violation of the Ethics Act concerning the Flying Classroom trip and denies having knowledge that the trip was not part of PPS’s contract with Flying Classroom. Nevertheless and without admitting any violation, for purposes of resolution given the terms of this settlement, he agrees that if this matter went to hearing, the Investigative Division could, by circumstantial evidence, meet the requisite evidentiary standard and convince a fact finder that he violated Section 1103 of the Public Official and Employee Ethics Act, 65 Pa.C.S. § 1103, in relation to his participating in the Flying Classroom sponsored trip.

e. That violations of Sections 1105(b)(1), (5), (7), and (8) of the Public Official and Employee Ethics Act, 65 Pa.C.S. §§ 1105(b)(1), (5), (7), and (8), occurred in relation to Dr. Hamlet’s deficient Statements of Financial Interest for calendar years 2016, 2017, and 2018.

4. Dr. Hamlet agrees to make payment in the amount of $7,908.89 in settlement of this matter and to relinquish fourteen (14) vacation days to which he is entitled.

1. Dr. Hamlet agrees to make a payment of $2,908.89 payable to the Pittsburgh Public Schools and forwarded to the Pennsylvania State Ethics Commission after the issuance of the final adjudication in this matter, which payment relates to Paragraphs 3a and 3d above. Dr. Hamlet agrees to make a second payment of $3,250 payable to the Pittsburgh Public Schools and forwarded to the Pennsylvania State Ethics Commission, which Dr. Hamlet will use reasonable efforts to arrange to then have the District send to the Pittsburgh Promise (which is the stated charitable organization in the relevant section of Dr. Hamlet’s contract with the District), after the issuance of the final adjudication in this matter, which payment relates to Paragraph 3c above. These amounts can be paid in six equal monthly installments starting with an initial payment to be made on the thirtieth (30th) day after the issuance of the final adjudication in this matter. Dr. Hamlet agrees to certify to the Commission by letter or e-mail of the District’s remittance of the payments to Pittsburgh Promise.
2. Dr. Hamlet agrees to forfeit fourteen (14) days of vacation time for the calendar year in which this agreement is made into a final adjudication. Should Dr. Hamlet have less than fourteen (14) vacation days remaining at the time this adjudication is final, he shall pay the difference at a per diem rate of his current salary. Confirmation of forfeiture shall be forwarded to the State Ethics Commission by Dr. Hamlet within thirty (30) days of the issuance of the final adjudication in this matter. The fourteen (14) days of vacation time are valued at $882.58 per day for a total value of $12,356.12. Said forfeiture relates to paragraph 3b, above.
3. Dr. Hamlet agrees to make a payment of $750.00 representing a civil penalty for deficient Statements of Financial Interests filed for calendar years 2016, 2017, and 2018. Said payment shall be made payable to the Commonwealth of Pennsylvania and forwarded to the State Ethics Commission within thirty (30) days of the issuance of the final adjudication in this matter.
4. Dr. Hamlet agrees to make a payment of $1,000.00, representing a portion of the costs incurred by the Commission in the investigation and enforcement of this matter, which shall be made payable to the Pennsylvania State Ethics Commission within sixty (60) days of the issuance of the final adjudication in this matter.

5. Dr. Hamlet agrees to file amended Statements of Financial Interests with the Pennsylvania State Ethics Commission, for calendar years 2016, 2017, and 2018 within thirty (30) days of the issuance of the final adjudication in this matter.

6. Dr. Hamlet agrees to not accept any reimbursement, compensation or other payment from the Pittsburgh Area School District, representing a full or partial reimbursement of the amount paid in settlement of this matter.

7. The Investigative Division will recommend that the State Ethics Commission take no further action in this matter; and make no specific recommendations to any law enforcement or other authority to take action in this matter. Such, however, does not prohibit the Commission from initiating appropriate enforcement actions in the event of Dr. Hamlet’s failure to comply with this agreement or the Commission's order or cooperating with any other authority who may so choose to review this matter further.

Consent Agreement, at 2-4.

 It appears that the Investigative Division in the exercise of its prosecutorial discretion has elected to *nolle pros* the allegations that Hamlet failed to timely file SFIs for calendar years 2017 and 2018 and that Hamlet failed to identify his office, directorship or employment with ERDI on his SFIs for calendar years 2017 and 2018. We therefore need not address those particular allegations.

We accept the recommendation of the parties for a finding that a violation of Section 1103(a) of the Ethics Act occurred in relation to Hamlet’s negligent receipt of travel expense reimbursements for travel expenses which had already been paid by the District, resulting in a private pecuniary benefit.

 As the Superintendent of the District, Hamlet has a District Procurement Card. The District issues payment for the charges on Hamlet’s District Procurement Card. Hamlet received reimbursement from the following entities for travel expenses which were charged to his District Procurement Card: (1) $238.86 from CGCS for lodging related to his attendance at an event in New York City in May 2017; (2) $713.93 from NAATE for airfare related to his travel to NAATE’s program in Wilmington in November 2017; and (3) $250.00 from JFGP for a deposit related to his attendance at the 2018 Poland Study Seminar in July 2018. Hamlet was not entitled to the aforesaid amounts, which should have been reimbursed to the District. Hamlet additionally received $740.40 in District funds to which he was not entitled as a result of requesting reimbursement from the District for airfare expenses that were charged to his District Procurement card in relation to his attendance at an event in New York City in September 2017.

Based upon the Stipulated Findings and the Consent Agreement, we hold that Hamlet violated Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), in relation to his negligent receipt of travel expense reimbursements for travel expenses which had already been paid by the District, resulting in a private pecuniary benefit.

We accept the recommendation of the parties for a finding that a violation of Section 1103(a) of the Ethics Act occurred in relation to Hamlet’s negligent utilization of leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days and when he carried over unused vacation/personal days for certain District employees, including himself, from one school year to the next when his contract prohibited carrying over vacation/personal days as to him.

 Hamlet’s employment contract provides, in pertinent part, that he is to annually receive leave in the form of twenty-five vacation days, fifteen sick days, and two personal days. Hamlet’s contract permits him to receive payment from the District for up to twenty unused vacation or personal days at the end of each school year. Per Hamlet’s contract, any unused vacation or personal days which are not sold back to the District at the conclusion of the school year are forfeited and not carried over to the subsequent school year.

The Stipulated Findings establish that during the school years of 2016 – 2017, 2017 – 2018, and 2018 – 2019, Hamlet was out of the District on personal business for various workdays without using vacation or personal leave to account for his absence from the District. The Stipulated Findings further establish that between July 1, 2016, and October 1, 2019, Hamlet utilized five days of sick leave to account for days that he was absent from the District as a result of traveling to another state for personal reasons. As a result of not properly using leave to account for workdays that he spent out of the District on personal business, Hamlet retained excess leave to which he was not entitled.

Hamlet used the authority of his office as the Superintendent of the District when he authorized the carryover of one vacation day for himself from the 2017 – 2018 school year to the 2018 – 2019 school year and the carryover of three vacation days for himself from the 2018 – 2019 school year to the 2019 – 2020 school year, even though his employment contract does not permit him to carry over unused vacation days that have not been sold back to the District. As a result of Hamlet retaining excess leave to which he was not entitled and carrying over vacation days when he is not permitted to do so, Hamlet received payment from the District at the end of each school year for some unused vacation days that he did not properly have to sell back to the District. Hamlet realized a private pecuniary benefit when he received payment from the District for unused vacation days that he did not properly have to sell back to the District.

 We hold that a violation of Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), occurred in relation to Hamlet’s negligent utilization of leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days and when he carried over unused vacation/personal days for certain District employees, including himself, from one school year to the next when his contract prohibited carrying over vacation/personal days as to him.

We accept the parties’ recommendation for a finding that a technical violation of Section 1103(d) of the Ethics Act occurred when Hamlet accepted honoraria in recognition of appearances, speeches and/or presentations which were directly related to his public occupation.

ERDI holds Institutes each year at which an individual, group, or organization engaged in developing PK-12 educational products or services may be afforded the opportunity to present items under development to an ERDI Panel and solicit critiques, evaluations, and feedback from the ERDI Panel. Each ERDI Panel consists of five Panelists. A Panelist is a qualified senior school district official who is nominated by his or her peers to serve on ERDI Panels in a consulting capacity.

Hamlet was recommended to ERDI for service as a Panelist by the superintendent of another school district, and he subsequently attended three ERDI Institutes as a Panelist. The ERDI Institutes were held in February 2017, July 2017, and February 2019. ERDI paid Hamlet the amount of $2,000.00 each time that he served as a Panelist. The parties have stipulated that the payments which Hamlet received from ERDI for serving on the ERDI Panels constituted honoraria.

 ESC is a consulting firm which assists K12 startup companies with building their businesses, including advising the companies on the process of building relationships with school agencies and their leaders. Due to Hamlet’s position as the Superintendent of the District, Hamlet was invited to participate on a panel for an ESC event to be held on May 16, 2017. The parties have stipulated that Hamlet accepted an honorarium payment in the amount of $500.00 from ESC for serving on the ESC panel.

Based upon the Stipulated Findings and the Consent Agreement, we hold that a technical violation of Section 1103(d) of the Ethics Act, 65 Pa.C.S. § 1103(d), occurred when Hamlet accepted honoraria in recognition of appearances, speeches and/or presentations which were directly related to his public occupation.

 Per the Consent Agreement, Hamlet denies having committed a violation of the Ethics Act concerning his trip with The Flying Classroom and denies having knowledge that the trip was not part of the District’s contract with The Flying Classroom. Nevertheless and without admitting any violation, for purposes of resolution given the terms of the parties’ settlement, Hamlet agrees that if this matter went to hearing, the Investigative Division could, by circumstantial evidence, meet the requisite evidentiary standard and convince a fact finder that he violated Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), in relation to his participating in The Flying Classroom-sponsored trip.

 We agree with the parties, and we hold, that violations of Sections 1105(b)(1), (5), (7), and (8) of the Ethics Act, 65 Pa.C.S. §§ 1105(b)(1), (5), (7) and (8), occurred in relation to Hamlet’s deficient SFIs for calendar years 2016, 2017, and 2018.

 As part of the Consent Agreement, Hamlet has agreed to make payment in the total amount of $7,908.89, with: (1) $2,908.89 payable to the Pittsburgh Public Schools; (2) $3,250.00 payable to the Pittsburgh Public Schools, for the District to remit to Pittsburgh Promise, a charitable organization; (3) $750.00 payable to the Commonwealth of Pennsylvania, which amount represents a civil penalty for Hamlet’s deficient SFIs for calendar years 2016, 2017, and 2018; and (4) $1,000.00 payable to this Commission, as detailed herein. Hamlet has further agreed to forfeit fourteen (14) days of vacation time valued at $882.58 per day, for a total value of $12,356.12.

Hamlet has agreed to not accept any reimbursement, compensation or other payment from the District representing a full or partial reimbursement of the amount paid in settlement of this matter. Hamlet has further agreed to file amended SFIs for calendar years 2016, 2017, and 2018 with this Commission within thirty (30) days of the issuance of the final adjudication in this matter.

 We determine that the Consent Agreement submitted by the parties sets forth a proper disposition for this case, based upon our review as reflected in the above analysis and the totality of the facts and circumstances.

 Accordingly, per the Consent Agreement of the parties, Hamlet is directed to make payment in the amount of $2,908.89 payable to the Pittsburgh Public Schools and forwarded to this Commission, which amount may be paid in six equal monthly installments, starting with an initial payment to be made on the thirtieth (30th) day after the mailing date of this adjudication and Order.

 Hamlet is directed to make payment in the amount of $3,250.00 payable to the Pittsburgh Public Schools and forwarded to this Commission, which amount may be paid in six equal monthly installments, starting with an initial payment to be made on the thirtieth (30th) day after the mailing date of this adjudication and Order. Hamlet is directed to fulfill his agreement to use reasonable efforts to arrange to have the District remit these payments to Pittsburgh Promise and to provide certification to this Commission by letter or email of the District’s remittance of these payments to Pittsburgh Promise.

Hamlet is directed to make a payment of $750.00 payable to the Commonwealth of Pennsylvania and forwarded to this Commission by no later than the thirtieth (30th) day after the mailing date of this adjudication and Order.

Hamlet is directed to make a payment of $1,000.00, representing a portion of the costs incurred by this Commission in the investigation and enforcement of this matter, which shall be made payable to the Pennsylvania State Ethics Commission and forwarded to this Commission by no later than the sixtieth (60th) day after the mailing date of this adjudication and Order.

Hamlet is directed to fulfill the terms of the parties’ Consent Agreement by forfeiting fourteen (14) days of vacation time, valued at $882.58 per day for a total value of $12,356.12, for the calendar year in which this adjudication and Order are mailed. Should Hamlet have less than fourteen (14) vacation days remaining on the mailing date of this adjudication and Order, he shall pay the difference at a per diem rate of his current salary. Hamlet shall forward confirmation of forfeiture to this Commission by no later than the thirtieth (30th) day after the mailing date of this adjudication and Order.

 Hamlet is directed to not accept any reimbursement, compensation or other payment from the District representing a full or partial reimbursement of the amount paid in settlement of this matter.

 Finally, to the extent he has not already done so, Hamlet is directed to file amended SFIs for calendar years 2016, 2017, and 2018 with this Commission by no later than the thirtieth (30th) day after the mailing date of this adjudication and Order.

 Compliance with the foregoing will result in the closing of this case with no further action by this Commission. Noncompliance will result in the institution of an order enforcement action.

**IV.** **CONCLUSIONS OF LAW:**

1. As the Superintendent of the PittsburghPublic School District (“District”) since July 1, 2016, Respondent Anthony Hamlet (“Hamlet”) has been a public official/public employee subject to the provisions of the Public Official and Employee Ethics Act (“Ethics Act”), 65 Pa.C.S. § 1101 et seq.

2. Hamlet violated Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), in relation to his negligent receipt of travel expense reimbursements for travel expenses which had already been paid by the District, resulting in a private pecuniary benefit.

3. A violation of Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), occurred in relation to Hamlet’s negligent utilization of leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days and when he carried over unused vacation/personal days for certain District employees, including himself, from one school year to the next when his contract prohibited carrying over vacation/personal days as to him.

4. A technical violation of Section 1103(d) of the Ethics Act, 65 Pa.C.S. § 1103(d), occurred when Hamlet accepted honoraria in recognition of appearances, speeches and/or presentations which were directly related to his public occupation.

5. Hamlet denies having committed a violation of the Ethics Act concerning his trip with The Flying Classroom, LLC (“The Flying Classroom”) and denies having knowledge that the trip was not part of the District’s contract with The Flying Classroom. Nevertheless and without admitting any violation, for purposes of resolution given the terms of the parties’ settlement, Hamlet agrees that if this matter went to hearing, the Investigative Division could, by circumstantial evidence, meet the requisite evidentiary standard and convince a fact finder that he violated Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), in relation to his participating in The Flying Classroom-sponsored trip.

6. Violations of Sections 1105(b)(1), (5), (7), and (8) of the Ethics Act, 65 Pa.C.S. §§ 1105(b)(1), (5), (7) and (8), occurred in relation to Hamlet’s deficient Statements of Financial Interests for calendar years 2016, 2017, and 2018.

In Re: Anthony Hamlet, : File Docket: 19-018

 Respondent : Date Decided: 7/26/21

 : Date Mailed: 7/26/21

**ORDER NO. 1791**

1. Anthony Hamlet (“Hamlet”), as the Superintendent of the Pittsburgh Public School District (“District”), violated Section 1103(a) of the Public Official and Employee Ethics Act (“Ethics Act”), 65 Pa.C.S. § 1103(a), in relation to his negligent receipt of travel expense reimbursements for travel expenses which had already been paid by the District, resulting in a private pecuniary benefit.

2. A violation of Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), occurred in relation to Hamlet’s negligent utilization of leave for days when he was absent from the District for non-District related travel and was subsequently paid for such days and when he carried over unused vacation/personal days for certain District employees, including himself, from one school year to the next when his contract prohibited carrying over vacation/personal days as to him.

3. A technical violation of Section 1103(d) of the Ethics Act, 65 Pa.C.S. § 1103(d), occurred when Hamlet accepted honoraria in recognition of appearances, speeches and/or presentations which were directly related to his public occupation.

4. Hamlet denies having committed a violation of the Ethics Act concerning his trip with The Flying Classroom, LLC (“The Flying Classroom”) and denies having knowledge that the trip was not part of the District’s contract with The Flying Classroom. Nevertheless and without admitting any violation, for purposes of resolution given the terms of the parties’ settlement, Hamlet agrees that if this matter went to hearing, the Investigative Division could, by circumstantial evidence, meet the requisite evidentiary standard and convince a fact finder that he violated Section 1103(a) of the Ethics Act, 65 Pa.C.S. § 1103(a), in relation to his participating in The Flying Classroom-sponsored trip.

5. Violations of Sections 1105(b)(1), (5), (7), and (8) of the Ethics Act, 65 Pa.C.S. §§ 1105(b)(1), (5), (7) and (8), occurred in relation to Hamlet’s deficient Statements of Financial Interests for calendar years 2016, 2017, and 2018.

6. Per the Consent Agreement of the parties, Hamlet is directed to make payment in the amount of $2,908.89 payable to the Pittsburgh Public Schools and forwarded to the Pennsylvania State Ethics Commission, which amount may be paid in six equal monthly installments, starting with an initial payment to be made on the thirtieth (30th) day after the mailing date of this Order.

7. Hamlet is directed to make payment in the amount of $3,250.00 payable to the Pittsburgh Public Schools and forwarded to the Pennsylvania State Ethics Commission, which amount may be paid in six equal monthly installments, starting with an initial payment to be made on the thirtieth (30th) day after the mailing date of this Order. Hamlet is directed to fulfill his agreement to use reasonable efforts to arrange to have the District remit these payments to Pittsburgh Promise and to provide certification to this Commission by letter or email of the District’s remittance of these payments to Pittsburgh Promise.

8. Hamlet is directed to make a payment of $750.00 payable to the Commonwealth of Pennsylvania and forwarded to the Pennsylvania State Ethics Commission by no later than the thirtieth (30th) day after the mailing date of this Order.

9. Hamlet is directed to make a payment of $1,000.00, representing a portion of the costs incurred by this Commission in the investigation and enforcement of this matter, which shall be made payable to the Pennsylvania State Ethics Commission and forwarded to this Commission by no later than the sixtieth (60th) day after the mailing date of this Order.

10. Hamlet is directed to fulfill the terms of the parties’ Consent Agreement by forfeiting fourteen (14) days of vacation time, valued at $882.58 per day for a total value of $12,356.12, for the calendar year in which this Order is mailed. Should Hamlet have less than fourteen (14) vacation days remaining on the mailing date of this Order, he shall pay the difference at a per diem rate of his current salary. Hamlet shall forward confirmation of forfeiture to this Commission by no later than the thirtieth (30th) day after the mailing date of this Order.

11. Hamlet is directed to not accept any reimbursement, compensation or other payment from the District representing a full or partial reimbursement of the amount paid in settlement of this matter.

12. Hamlet is directed to file amended Statements of Financial Interests for calendar years 2016, 2017, and 2018 with this Commission by no later than the thirtieth (30th) day after the mailing date of this Order.

13. Compliance with paragraphs 6, 7, 8, 9, 10, 11, and 12 of this Order will result in the closing of this case with no further action by this Commission.

 a. Non-compliance will result in the institution of an order enforcement action.

 BY THE COMMISSION,



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 Nicholas A. Colafella, Chair

1. The credit limit on Hamlet’s American Express account is below the threshold so Hamlet does not understand how any balance due could exceed the threshold, but he agrees that one line item on the face of his bills show an amount above the threshold. [↑](#footnote-ref-1)