

# Akron Beacon Journal

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## EDUCATION

# Lawyers outline 3 ways Akron Public Schools can part ways with embattled superintendent

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Akron Public Schools Superintendent Michael Robinson is [on paid leave](#). Now what?

The school board has a few options for how to move forward. And according to a memo from the board's attorneys, all roads point to Robinson having spent his last days as the school district's leader.

The board voted last week 4-1 with two abstentions to put Robinson on paid leave after an investigation revealed [substantiated allegations of bullying, harassment and a toxic work environment](#) created by Robinson. He has yet to respond to the allegations.

A memo from law firm Bricker Graydon, which the board hired to act as an intermediary with the team from Brennan, Manna and Diamond that conducted the investigation, lays out three options for the board: termination, resignation, or a separation agreement.

"As we mentioned in our cover email yesterday," the law firm said in its April 15 letter, "we believe Dr. Robinson will not be able to continue in his position given the conclusions in the [fact-finding report](#)."

**What's in the report?** [Read the full investigative report into Akron Public Schools Superintendent Michael Robinson here](#)

The case for termination, they said, is "strong," but noted no case is a "slam dunk." There are risks and expenses the district would incur with termination.

Resignation requires no action and no immediate cost to the district, but leaves the board open to liability if Robinson takes legal action, the memo states.

A separation agreement, the attorneys wrote, would protect the district against liability, and would not necessarily require paying out the rest of Robinson's five-year contract.

## **Akron school board president declines to discuss options regarding the superintendent**

At the April 15 board meeting, Board President Carla Jackson said in a statement the board had a plan for how to move forward by the April 28 meeting but did not share any details. Jackson told the Beacon Journal April 21 she was not yet able to discuss the plan.

The Beacon Journal was able to review a copy of the memo sent to board members advising them on next steps.

The memo notes Robinson's contract ends July 31, 2028, and the board is obligated to pay him unless he resigns or is terminated for cause. His base salary is \$240,000 a year.

But every option has potential costs.

Both Robinson and the board have been on their respective ends of the separation agreement process before, although there is no evidence termination was a possibility in either case.

Robinson took a \$50,000 buyout from his contract as superintendent in Pine Bluff, Arkansas. The Akron school board [parted ways with its previous superintendent](#), Christine Fowler Mack, in 2023 for \$462,585.68.

## What are the steps to terminating a public employee?

Attorney Rachel Reight, a managing partner with Baasten McKinley & Co. who is not involved with the Robinson case, said employees put on paid leave pending a termination have rights to due process under Ohio law.

A case out of Cleveland, *Cleveland Board of Education v. Loudermill*, established that public employees must have the charges provided to them and must be given a chance to respond ahead of their termination, she said.

The first step, Reight said, is a "Loudermill hearing," an informal meeting to establish what the charges are. After that, she said, the board can move to start the termination process.

"Once the board adopts the resolution of intent to terminate the public employee, the day after that meeting is when the public employee is placed in an unpaid status," she said.

The employee can then request a more formal hearing where the employer has to pay for a court-like proceeding with a referee appointed by the state.

That hearing includes the examination and cross-examination of witnesses, who cannot be anonymous. Those who were interviewed for the board's investigation had been allowed to stay anonymous in Brennan's report. That hearing is private unless the employee facing termination elects to make it public.

The referee makes a ruling, but the employer has the right to uphold that ruling or override it. The employee could then appeal the board's ruling to Common Pleas Court. From there, it could go to the appellate court and the Ohio Supreme Court.

The employer would have to pay for the costs of the hearing involving the referee and any appeals that would follow. The employee can also still file a separate lawsuit, for example, on First Amendment grounds, or alleging harassment.

"There could be additional lawsuits that could be filed outside the termination process and the district would be litigating both lawsuits," Reight said.

A separation agreement, she said, would almost always include a release of claims, meaning the employee gives up any right to sue to the district. Both parties could also agree to a nondisclosure agreement as part of the overall agreement, but it's not always included, she said.

Typically, she said, an employee agreeing to a separation in lieu of termination would ask for the full amount of their contract to be paid out, but a negotiation could land the agreement anywhere up to that amount. In the case of school districts, she said, the board has to be mindful of taxpayer dollars.

"They have to be able to justify the expense to an auditor," she said.

Whether to go the route of termination or a separation agreement is "a cost-benefit analysis," she said, because termination "is an expensive process."

## **Termination comes with some certain, unknown costs**

According to the Bricker Graydon memo to the Akron school board, the cost of terminating Robinson, including the hearing with a referee and an initial appeal to Common Pleas Court, could cost the district an estimated \$65,000 to \$80,000.

The Beacon Journal also confirmed with district officials that APS has a lawsuit insurance deductible of \$100,000.

In the case for termination, the board's attorneys note that "Ohio law does not require a school board to provide an employee with an opportunity to correct his/her behavior prior to terminating the employee."

"Though it may be advisable in some situations, the Court noted that it 'defies common sense' to require such an opportunity in cases involving misconduct that places the school community's welfare in jeopardy," the memo states. "Specifically, the Court held that a school board 'must be permitted to expeditiously remove a

potentially dangerous employee from the school ... where the employee creates a hostile ... environment."

They liken Robinson's case to that of a district administrator in Bellevue, Ohio, who was terminated for harassment. That administrator appealed but the district's case prevailed.

Akron's investigation revealed Robinson had violated several district policies, including ones on public records, anti-harassment and whistleblowers.

## **Separation agreement ends possibility of litigation**

If Robinson doesn't resign of his own volition, the case for termination is strong, the lawyers state in the memo. But they said it could be in the district's best interest to pursue a separation agreement.

Advantages, they said, "besides the certainty of ending his employment," include the release of all claims from Robinson to future litigation, and the avoidance of costs associated with a termination hearing.

"The Board should also be aware that there are other 'side effects' of a termination hearing besides cost, including putting witnesses on the stand, which would be avoided if the Board and ... Dr. Robinson entered a separation agreement," the memo states.

Drawbacks, the lawyers said, are the definite cost of a payout and "potential public scrutiny in paying an individual accused of misconduct to separate employment."

"We understand that this option may not be popular for the Board given the allegations," the memo states, but there are cost, time, and resources factors to consider including the potential distraction of termination hearing, which would likely prevent the District from moving on from Dr. Robinson for the foreseeable future."