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**WEST VIRGINIA EDUCATION  
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**DON WILLIAMS**

**v.**

**Docket No. 44-86-160-1**

**ROANE COUNTY BOARD OF EDUCATION**

**DECISION**

Grievant, Don Williams, had been employed as a teacher and coach for four years at Walton High School at the time he was dismissed from his coaching duties on March 14, 1986, on the grounds of insubordination, willful neglect of duty and incompetency. Level four hearings were conducted on April 25 and May 21, 1986, and the decision was appealed to the Circuit Court of Roane County and remanded to the hearing examiner on November 6, 1986.<sup>1</sup> The grievance was rescheduled for hearing on December 5, 1986, and continued pending disposition of a petition for writ of prohibition filed by grievant in the Supreme Court of Appeals. Upon denial of the petition the hearing was again scheduled for January 29,

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<sup>1</sup> The decision reinstating grievant was predicated on the procedural defect that the school board did not afford grievant a hearing on the termination of the coaching contract as required by W.Va. Code, 18A-2-7 and as applied in Smith v. Board of Education of Logan County, 341 S.E.2d 685 (W.Va. 1985) and Hosaflock v. Nestor, 346 S.E.2d 798 (W.Va. 1986). The Circuit Court remanded for a decision on the merits.

1987, and waived by the parties; the grievance was submitted to the hearing examiner on the evidence adduced at the April 25 and May 21, 1986, hearings, hereinafter cited as (Vol I p.\_\_) and (Vol II p.\_\_).

In the 1982-83 school year grievant was employed as a teacher and head football and basketball coach at Walton High School. He had previously served as assistant football coach for three years and head basketball coach for one year at Parkersburg Catholic High School and as assistant football and basketball coach at Charleston Catholic High School for two seasons. (Vol II, pp. 116, 117). At the time of grievant's employment in the fall of 1982, Mr. Stephen Simonton, principal at Walton High School, had advised grievant that the athletic budget at Walton High School was in critical condition and had outstanding debts of approximately \$5,000.00 due to mismanagement by a previous athletic director. (Vol I, pp. 4-6). Accordingly, Mr. Simonton instructed grievant to work with the booster clubs in making any equipment acquisitions necessary for the football and basketball program. (Vol I, p.8).<sup>2</sup>

The first year grievant was evaluated by Mr. Simonton, March 8, 1983, he received a general overall satisfactory rating, (Grievant's Exhibit 9), and the extracurricular evaluation done by Mr. Simonton on March 20, 1984, listed grievant as "excellent" in eight

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<sup>2</sup> Ostensibly, the board of education does not provide any financial assistance to the athletic programs at Walton High School or Spencer High School and booster clubs are therefore essential to the existence of such programs. (Vol I, p.12; Vol II, pp. 90,91).

Mr. Simonton intended to apply the gate receipts from the basketball and football games directly to the \$5,000.00 debt for whatever period of time was required to pay it off.

categories and "satisfactory" in the remaining four categories. (Grievant's Exhibit 4).<sup>3</sup>

On January 28, 1985, Mr. Simonton completed another extracurricular evaluation on grievant and this evaluation reflected eight "unacceptable" ratings and two "acceptable" ratings. (Board Exhibit 2). An eight page memorandum was presented to grievant on January 31, 1985, labeled "Evaluation of Coaching Responsibilities" and the final three pages thereof was titled "Plan of Improvement." (Joint Exhibit 4). The plan of improvement set forth a list of guidelines grievant was to follow to avoid charges of mismanagement which may be characterized as follows:

Any monies accepted by grievant had to be receipted immediately

Grievant was to remain on his seat on the sidelines while the ball was in play

Grievant should not use too many different offenses in the football program

Basketball practices were to be limited to two hours

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<sup>3</sup> The eight areas of excellence were: planning and organizing, leadership ability, knowledge of activity, skills in techniques of instruction, effective judgments and decisions and productivity. This evaluation form contains a statement that the evaluator certified that the evaluation represented the evaluator's best judgment.

Notwithstanding, on March 6, 1984, Mr. Simonton had directed a three page letter to grievant setting forth various derelictions by grievant involving technical fouls assessed against grievant in January and February, 1984, and concerning grievant's mismanagement of financial matters. Grievant was directed to refrain from buying or selling any items of equipment except through the athletic director's office (Board Exhibit 1). None of these matters were alluded to in any manner in the March 20, 1984, evaluation by Mr. Simonton.

It was grievant's understanding that Mr. Simonton was the only person evaluating him as football and basketball coach (Vol II, p. 102, 117) and there is no evidence that Mr. Simonton ever designated anyone else to observe or monitor grievant for evaluation.

Grievant was to discipline his athletes to be ready to begin practice by 3:15 and not spend time scrimmaging

Grievant was to avoid belittling athletes for their mistakes

Grievant was to keep his office orderly, and

Grievant was to keep an inventory of uniforms and report players who did not return the uniforms.

Grievant was provided one calendar year from the date of the evaluation, i.e., until March 1, 1986, to "...demonstrate improvement in (grievant's) professional performance." (Joint Exhibit 4, p. 8).

On February 13, 1986, Mr. Simonton sent Superintendent of Schools Jones a chronological list of "events reflecting upon (grievant's) performance as a coach at Walton High School" as follows:

- A. In Mr. Williams initial year of employment (1982-83) he ordered and purchased athletic shoes and jerseys from Sport Mart of Charleston. In order to pay for these purchases he collected cash or checks from student athletes or their parents to cover the cost of these purchases. A number of students did not receive the promised goods. Those who gave him (Mr. Williams) cash did not receive a receipt. Several parents who issued checks to him and did not receive the promised goods were forced to issue stop payment orders to their banks. In other cases students were given promised goods (shoes, jerseys, etc.) before payment was received.
- B. During the first semester of the 1982-83 school year Mr. Williams purchased in Walton High School's name, decals for football helmets from Sport Decal of Crystal Lake, Illinois. Company representatives contacted us repeatedly throughout the year to receive payment for these goods.
- C. After an unmistakably clear conversation about our inability to pay for film or tape of W.H.S. football games and an expression of concern that we had expenses that took priority over game films, Mr. Williams rented a film

camera and purchased film from Bell Studios of Bridgeport. It became obvious as the season wore on that Bell Studios understood the arrangement to be between Walton High School and them, not with Mr. Williams. I had made clear in conversation with Mr. Williams that these arrangements had to be clearly between himself and Bell Studios if he insisted of filming games. It was also clear that this was against my better judgement, but if it was going to be done, it should be paid for on a timely basis, and that the billing be directly to him. The bills for film and camera rental came to us along with numerous requests for payment. Mr. Williams claimed that Greyhound shipped it to the wrong destination.

- D. During the 1983 season football jerseys were ordered in the same manner as jerseys and shoes for the 1982 season. In order to fund this purchase Mr. Williams sold old jerseys which are of course, Board property without prior approval. Checks were also accepted by Mr. Williams that were not cashed. Jerseys ordered in some cases were not delivered. At the time of Mr. Williams last coaching evaluation and plan of improvement, Mr. Williams still owed one student two jerseys for which he had accepted \$32.00, at that point the problem had existed for one year.
- E. Two students paid Mr. Williams by check for tennis shoes to be ordered by him. The shoes had to be paid for by the Boosters organization.
- F. Refused to permit cheerleaders to ride the team bus on athletic trips after having been told of policy IDFB-R2 and county custom.
- G. Mr. Williams requested \$110.00 from a group of parents informally organized to boost junior high basketball at W.H.S. This money was intended as spending money for athletes attending a basketball camp at the University of Charleston. The money was not given to the students at the camp and was not redeposited as promised by Mr. Williams until demands to do so were made. He deposited the money on January 15, 1985. (Summer 1984)
- H. Mr. Williams accepted money from students for warm-up pants. He did not purchase the pants or return the money (1983 season)

- I. Mr. Williams was in violation of the bench decorum rule four times during the 1984-85 basketball season. (Dates and officials named in my letter to Mr. Williams of March 6, 1984.)
- J. Organized a homecoming "bonfire", requesting teacher and student participation after Mrs. Williams had requested permission for this activity and had been refused on grounds of safety and student management. This was clearly done to circumvent an administrative decision. This was done on school time in a fashion intended to prevent the principal's knowledge of these plans. (September, 1984)
- K. Mr. Williams countermanded an agreement made by the principal with Mr. Jack Greathouse for use of the W.H.S. gym for basketball practice as is customary each season. It is the principal's responsibility to schedule use of the school facility. Mr. Williams contacted Mr. Greathouse after I had informed him of my agreement to tell him he could not use it because he (Mr. Williams) had planned to use it at that time. (See Evaluation of Coaching Responsibilities, page 5, January 31, 1985)
- L. Mr. Williams, subsequent to my verbal reprimand to him in February of 1984, to avoid violations of the bench decorum rule, violated the rule on February 5, 1984, at Cross Lanes Christian Academy.
- M. Mr. Williams has not ever complied with a directive to complete officials evaluations and present them to the principal's office after each game, this despite repeated notices from the W.V.S.S.A.C. office and documented requests from the principal's office.
- N. During the 1983-84 basketball season Mr. Williams accepted money or checks for T-shirts with student athletes' names imprinted on them. The T-shirts were not delivered and money was not returned. Money was accepted from both students and alumni for these T-shirts. (1983-84)
- O. At the end of the 1983, 1984 and 1985 basketball seasons, basketball uniforms were collected in a haphazard fashion. A number of uniforms or parts of uniforms were not collected from students who were seen wearing them as casual wear after the season ended. Those uniforms that were collected were left in a pile, unlaundered, for several weeks after the season was over.

- P. Mr. Williams scheduled and arranged "open gym" basketball scrimmage sessions without consulting with or seeking approval of the principal. After a conference with Mr. Williams in which I discouraged "open gym" sessions he proceeded to schedule "open gym" practice sessions. Mr. Williams has in his possession a written schedule of several sessions he arranged after my admonition to stop those activities. It appears that Mr. Williams is insubordinate in scheduling events in the school facilities which is outside his authority and that he is violation of W.V.S.S.A.C. rules 35-0-0, 35-0-1 (C), 35-0-2 and 35-0-3.
- Q. Scheduled and arranged two basketball scrimmage games without consulting with or receiving permission of the principal or athletic director. (November, 1985)
- R. Arranged transportation to these events with student drivers against board policy. (November, 1985)
- S. On December 4, 1985, Mr. Williams was reminded that my directive to him was to limit practices to two hours. This is based on current enlightened coaching practice. He acknowledged that he was aware and recalled that his plan of improvement called for him to restrict his practice sessions to two hours. It was pointed out that he was not complying with my directive, he agreed. When asked if he intended to comply he stated that it was unfair and not right to place such a limit on him and stated "I'll have to talk it over with Mr. Miller." Practices have continued to be 2 1/2 to 2 3/4 hours in length.
- T. Mr. Henry Hodges as junior high football coach requested the W.H.S. Athletic Boosters to purchase hip pads for the junior high team. They were ordered by the boosters and picked up by Mr. Bob Looney, a parent and booster member.

Mr. Williams tooks the pads and distributed them to varsity players, collecting the old, used, worn out pads from varsity players and gave them to the junior high players. The boosters intent was that these new pads be for the junior high program whose equipment is in deplorable condition. (September, 1985)

- U. Mr. Williams called a practice for 8:00 A.M. on December 31, 1985, the morning after a J.V. and Varsity game, this session went on until after 1:00 P.M. The team practiced every day that a game was not scheduled except Christmas Day and New Year's Day during the Christmas break.
- V. Mr. Williams contracted with a representative of N.A.S.C.O., Inc. to mount a fund raising program. He did not ask for or receive permission to do this. In proceeding to involve students in this program he has collected and handled money and checks for merchandise sold. His plan of improvement clearly forbids handling of any money. <sup>4</sup> (December, 1985) (Joint Exhibit 3) (Emphasis in original).

On March 3, 1986, Mr. Simonton completed another extracurricular activity evaluation on grievant and checked seven "unacceptable" categories and three "acceptable" categories; it was also noted thereon that Mr. Simonton recommended that grievant's contract for varsity football and basketball not be renewed. (Board Exhibit 3). On March 7, 1986, Mr. Simonton delivered the evaluation to grievant and advised him that he had three options: (1) he could resign, or, (2) let the board of education act on the recommendation of the superintendent, or, (3) appeal the action of the board of education. (Vol II, p. 105). By letter dated March 12, 1986, Mr. Simonton requested that Superintendent Jones recommend that

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<sup>4</sup> Mr. Simonton does not deny that of the charges contained in this letter, those designated (A) (B) (C) (D) (E) (F) (H) (I) (L) (N) and part of (O) occurred prior to the March, 1984, evaluation but were not included or noted in that evaluation and that other items had occurred prior to the plan of improvement. (See, e.g., Vol II, pp. 78-81).

Other charges involve acts which grievant did not, in fact, carry out when instructed not to do so. For example, item (R) charges grievant with arranging transportation to athletic events with student drivers and Mr. Simonton admits that is a "gray area" since that did not occur. (Vol I, p.64).

grievant's coaching contracts not be renewed (Joint Exhibit 2);<sup>5</sup> on March 17, 1986, Superintendent Jones advised grievant that on March 14, 1986, the board of education had accepted his recommendation that grievant "be dismissed (contract will not be renewed) from your coaching duties at Walton High School on the grounds of insubordination, willful neglect of duty, and incompetency." (Board Exhibit 11).

At the level four hearings extensive evidence was adduced on the various charges set out in the February 13, 1986, letter and that evidence has been carefully reviewed. However, although most, if not all, of this evidence was either controverted or obviated by grievant's evidence,<sup>6</sup> it is unnecessary to determine whether this evidence sufficiently proved the charges of insubordination, willful

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<sup>5</sup> Mr. Simonton's letter set forth three categories of charges to be used pursuant to W.Va. Code, 18A-2-8, i.e., insubordination, willful neglect and incompetence. The letter made several references to the plan of improvement dated January 31, 1985. (Joint Exhibit 2).

<sup>6</sup> For example, the \$110.00 three witnesses testified was given to grievant (Vol I pp. 71-89) was returned in January, 1985, prior to the plan of improvement (Vol II, p. 137); grievant had, in fact, mailed in on time all coaches' reports on WVSSAC game officials for football and basketball for the 1985-86 school year (Grievant's Exhibit 12); other coaches and athletes coached by grievant testified that grievant's teams were well disciplined and the offensive football plays were not too complex (Vol I, pp. 120-132; 135-152); the bonfire incident occurred in 1983 and was not repeated by grievant (Vol II, p. 143), etc. Grievant responded to each item in the February 13, 1986, letter in his testimony, (Vol II, pp. 102-223), and it does not appear that the charges were sufficiently substantiated to uphold the dismissal.

neglect of duty and incompetence until grievant's contentions that the evaluation process was flawed and that grievant was not given the opportunity to improve are resolved. See Hosaflook v. Nestor, 346 S.E.2d 798, 802 (W.Va. 1986).<sup>7</sup>

Grievant's contentions are based upon State Board of Education Policy 5300 and 5310 and Roane County Board of Education Staff Evaluation Policy, which provide that evaluations shall be "open and honest" and which provide a specific process for evaluation and a plan of improvement. Policy 5300 (6)(a) provides:

Every employee is entitled to know how well he is performing his job, and should be offered the opportunity of open and honest evaluation of his performance on a regular basis. Any decision concerning promotion, demotion, transfer or termination of employment should be based upon such evaluation, and not upon factors extraneous thereto. Every employee is entitled to the opportunity of improving his job performance, prior to the terminating or transferring of his services, and can only do so with assistance of regular evaluation. (Grievant's Exhibit 2).

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<sup>7</sup> Part of grievant's complaint is that Mr. Long, the assistant principal and athletic director, and Mr. Van Horn, director of instruction, had participated in grievant's evaluation without grievant's knowledge and without advising grievant he was being evaluated. A serious question is also raised as to the validity of the evaluation in view of the limited observations of grievant's coaching abilities by Mr. Simonton and Mr. Long (Vol II, pp. 37,38; 118). Cf. Lipan v. Hancock County Board of Education, 295 S.E.2d 44 (W.Va. 1982).

<sup>8</sup> The Education Employees Grievance Board has rendered several decisions involving evaluations pursuant to Policy No. 5300 (6)(a), recognizing the requirements that the evaluation be "open and honest" and not arbitrary. See, e.g., Petry v. Kanawha County Board of Education, Docket No. 20-86-085; Burdette v. Summers County Board of Education, Docket No. 45-86-280; Smoot v. Kanawha County Board of Education, Docket No. 20-86-177; Drake v. Tucker County Board of Education, Docket No. 47-86-326.

Roane County Policy on Staff Evaluation is a restatement of Policy 5300 and subsection III requires that the observation and evaluation be conducted openly and that an employee shall be given an opportunity to improve his/her performance through development of an improvement plan; that the improvement plan shall be written by the immediate supervisor with consideration given to input from the employee, for areas in which the employee is rated unsatisfactory.<sup>9</sup> (Grievant's Exhibit 5).

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<sup>9</sup> Mr. Simonton testified that he did not take into consideration Policy 5300 when he did the 1984 evaluation, (Vol II, p. 227), but acknowledged that Roane County Policy required him to follow Policy 5300 (Vol II, p. 64).

Although there was some question as to whether Policy 5310 was in effect at the time of the 1985 evaluation there is no question that the relevant portions of 5310 were contained in the Roane County Policy at the time of the 1986 evaluation and recommendation, which relied on the earlier plan of improvement. Thus, the board was bound by its own policy as well as Policy 5300 and 5310. Dillon v. Wyoming County Board of Education, 351 S.E.2d 58, 64 (W.Va. 1986).

Policy 5310 was recently examined in Dunleavy v. Kanawha County Board of Education, Docket No. 29-86-240-1. Dunleavy recognized that the sole purpose of Policy 5310 is to improve employee performance and thereby improve the quality of education; that personal observation is the key to Policy 5310 and failure of a supervisor to inform the employee that secondary data is being used invalidates the plan of improvement or evaluation. Moreover, had Mr. Simonton adhered to Policy 5310 and requested input from the grievant he would have learned that many of the deficiencies had been corrected by grievant.

In addition to the foregoing factual recitation the following specific findings of fact are appropriate.

#### FINDINGS OF FACT

1. Grievant had been employed by the Roane County Board of Education as a teacher and coach for four years at Walton High School at the time of his dismissal from coaching duties on March 14, 1986, on the grounds of insubordination, willful neglect of duty and incompetency.

2. In March, 1984, grievant received an evaluation containing a rating of "excellent" in eight categories and "satisfactory" in four categories. However, prior to the evaluation, on March 6, 1984, the principal at Walton High School, Mr. Stephen Simonton, had advised grievant of several deficiencies relating to technical fouls assessed against grievant at athletic events and grievant's mismanagement of certain financial transactions. Notwithstanding, no reference was made in the evaluation to the deficiencies set out in the March 6, 1984, letter and grievant concluded that the principal felt he was doing a good job. (Vol II, p. 120).

3. Grievant was led to believe and did believe that Mr. Simonton was the only person evaluating grievant as football and basketball coach and there is no evidence that Mr. Simonton designated any other person to perform that function. However, neither Mr. Simonton nor those persons making input into grievant's evaluations spent a sufficient amount of time observing grievant's performance in several areas to justify the negative comments contained in the evaluations.

4. On January 28, 1985, Mr. Simonton completed another extra-curricular evaluation on grievant and thereafter presented the evaluation and plan of improvement to grievant. The plan of improvement set forth a list of guidelines grievant was to follow to avoid charges of mismanagement and grievant was given one calendar year, until March 1, 1986, to demonstrate improvement in his professional performance. Grievant attempted to follow the plan of improvement but the relationship between grievant and the principal was obviously strained during this period.

5. On February 13, 1986, Mr. Simonton sent the Superintendent of Schools of Roane County a chronological list of deficiencies which included incidents dating from 1982-83, others which had since been resolved and ten of which had occurred prior to the March, 1984, evaluation but which were not included in or alluded to in the evaluation.

6. On March 3, 1986, Mr. Simonton completed another extra-curricular activity evaluation on grievant wherein seven "unacceptable" categories were noted along with a recommendation of Mr. Simonton that grievant's contract for varsity football and basketball not be renewed.

7. Subsequent to the evaluations grievant learned that Mr. Long, the assistant principal and athletic director at Walton High School, had ostensibly observed grievant and/or his players leaving the gymnasium and had written a memorandum to Mr. Simonton recommending that grievant not be rehired even though Mr. Long had not been designated by Mr. Simonton to evaluate grievant. (Vol II, pp. 37-50). Grievant also learned that Mr. Van Horn, director of instruction at Walton High School, had engaged in the evaluation process and had also written a memorandum to Superintendent Jones on February 19, 1985, concerning the "behavior" of grievant. (Board Exhibit 10).

8. Grievant had no input into the negative evaluation(s) and plan of improvement and was not given the opportunity to improve as required by Policy 5300 and 5310 and Roane County Policy and was not given the benefit of those areas of alleged deficiencies which he had corrected or resolved. More specifically, items (A) (B) (C) (D) (E) (F) (H) (I) (L) (N) and part of (O) had occurred prior to the 1984 evaluation but not included therein. Most, if

not all, of these deficiencies had been corrected either before the plan of improvement or shortly thereafter but were nonetheless used as the basis for the dismissal as current offenses. For example, item (J), the bonfire incident, was not a school activity and occurred at night, (Vol II, p. 10), and was not repeated because grievant did not want to be considered insubordinate (Vol II, p. 143); as to item (F) it was admitted by Mr. Simonton that grievant did permit the cheerleaders to ride the bus after told to do so by the principal (Vol I, p. 18); etc.

9. Grievant was not afforded an "open and honest" evaluation and was not afforded an adequate opportunity to improve or given the benefit of the improvements he had made. The evaluation and improvement plan process utilized was arbitrary and violative of Policy 5300 and 5310 and Roane County Policy on Evaluation.

10. The school officials failed to prove the charges of insubordination, willful neglect of duty and incompetency by a preponderance of the evidence.

## CONCLUSIONS OF LAW

1. Failure by a board of education to follow the evaluation procedure in West Virginia Board of Education Policy No. 5300 (6) (a) prohibits the board from discharging a teacher for reasons having to do with prior misconduct or incompetency that has not been called to the attention of the teacher through the evaluation and which is correctable. Trimboli v. Wayne County Board of Education, 63 W.Va. 1, 254 S.E.2d 561 (1979).

2. Policy 5300 (6) (a) gives a teacher the right to an evaluation and to an opportunity to improve his/her administrative or professional conduct; these procedures must be followed in every proceeding initiated under W.Va. Code, 18A-2-8 for the dismissal of a teacher on the grounds of incompetency. Mason County Board of Education v. State Superintendent of Schools, 274 S.E.2d 435 (W.Va. 1980). These procedures are equally as applicable to coaches under extracurricular contracts. Smith v. Logan County Board of Education, 341 S.E.2d 685 (W.Va. 1985); Hosaflook v. Nestor, 346 S.E.2d 798 (W.Va. 1986).

3. A charge of "insubordination" is a charge of prior misconduct involving application of Policy No. 5300 (6) (a) and before disciplinary measures can be taken against a coach for "insubordination" the coach must be given the opportunity to correct or improve the deficiencies or substandard performance. Holland v. Raleigh County Board of Education, 327 S.E.2d 155 (W.Va. 1985).

4. Policy 5300 (6) (a) is designed to improve the performance of an employee and failure to inform the employee that he/she is being evaluated and/or observed for evaluation purposes and by whom invalidates the "open and honest" requirements of said policy. Secondary date or information may be considered by an evaluator in the evaluation process only if the information is verified and shared with the employee. Trimboli v. Wayne County Board of Education, 63 W.Va. 1, 280 S.E.2d 686 (W.Va. 1981); Dunleavy v. Kanawha County Board of Education, Docket No. 29-86-240-1.

5. The provisions of Policy No. 5300 (6) (a) must be strictly construed in favor of the employee to ensure that the employee receives the full guarantee of protection intended to be encompassed by the Policy. Wilt v. Flanigan, 294 S.E.2d 189 (W.Va. 1982).

6. A county board of education is bound by State Board of Education Policy and its own policies in the conduct of its affairs and failure to follow these policies may invalidate an action of the board of education. Dillon v. Wyoming County Board of Education, 351 S.E.2d 58 (W.Va. 1986).

7. The school officials failed to follow Policy No. 5300 (6) (a) and 5310 as well as its own policies and failed to prove the charges against grievant by a preponderance of the evidence.

Accordingly, the grievance is GRANTED and it is ORDERED that the 1985 and 1986 evaluations and the 1985 plan of improvement be expunged from grievant's personnel file and that grievant be reinstated to his previous coaching positions with appropriate back pay.

Either party may appeal this decision to the Circuit Court of Kanawha County or Roane County and such appeal must be filed within thirty days of receipt of this decision. (W.Va. Code, 18-29-7). Please advise this office of your intent to do so in order that the record can be prepared and transmitted to the Court.



LEO CATSONIS

Chief Hearing Examiner

Dated: March 12, 1987