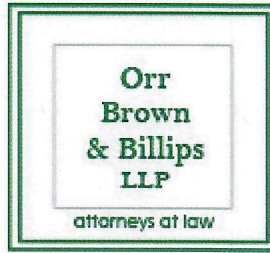


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January 18, 2017

BY EMAIL: vlee@liberty.k12.ga.us

Dr. Valya S. Lee, Superintendent
Liberty County School District
200 Bradwell Street
Hinesville, GA 31313

Dear Dr. Lee,

Please be advised that I represent Roger Reese.

Mr. Reese has retained me with regard to his threatened termination. It is our contention – based on the content of your threat -- that you are seeking his termination and/or nonrenewal because Mr. Reese opposed your violation of several Board policies and Georgia laws relating to the recent selection of Ameris Bank to provide all of the banking services for the District.

As you know, the District initially used a sealed bid and committee process to select the banking services provider. Ameris Bank and Heritage Bank were the only banks to submit sealed bids in response to the District's solicitation. After the bids were opened, they were reviewed by the committee, which recommended that Heritage Bank receive the business, based on a totality of the pros and cons of the respective bids.

Rather than submitting that recommendation to the Board, you challenged Mr. Reese and advocated for him to change the recommendation. Mr. Reese explained to you that it was a sealed bid, that he had to follow Board Policy, and advised you that your options were to reject the bids or reject the recommendation of the committee and recommend Ameris Bank, but that they could not revise the proposal after the sealed bids were submitted. You continued to try to persuade him to get the committee to change its recommendation, apparently because of the obvious impropriety in your overriding the committee, given that your husband is a mortgage banker at the Hinesville Branch of Ameris Bank, which was submitting the bid in question.

When Mr. Reese wouldn't change the recommendation, you directed him to contact Ameris Bank about revising the proposals, notwithstanding his objection that negotiating after sealed bids are received is prohibited, unless the bids are rejected and a new solicitation for bids sent out. You spoke to him subsequently, after speaking with Ameris Bank, and tried again to get him to change the recommendation from the Financial Services Department so as to award the business to Ameris.

Dr. Lee

January 18, 2017

Page 2 of 3

Board Policy DJED provides, as it relates to sealed bids, as follows:

FORMAL SEALED BIDS

The following requirements must be met in all instances in which formal, sealed bids are invited.

Written specifications are to be provided to the bidder.

Clear instructions are to be provided to all bidders in writing.

No changes are to be made to specifications or instructions verbally unless followed up with a written amendment to the original information to all known bidders.

In the instance that a low bid is rejected and another accepted, a statement will be attached to the low bid documents specifying the reason or reasons the low bid was rejected.

After bids are opened, a vendor is not to be contacted for the purpose of negotiating a better deal. The bidding process is to be considered complete when the bids are opened, however the Board and its employees reserve the right to request clarification of any item to which the vendor responds.

Notwithstanding the above, you contacted Ameris and Heritage Banks and invited them to speak to the Board to present their respective proposals.

Mr. Reese, naturally concerned by your conduct, spoke to the Chair of the Board and informed him of your conduct and that you were violating Board Policy. When you learned of this, you spoke to Mr. Reese and told him that he would not be getting a contract for the next year because he had spoken to the Board Chair about your violation of Board Policy.

It is apparent that Ameris Bank was given inside information about what was at stake, as it came to the meeting and presented a different and more favorable proposal. Heritage, in line with the sealed bid process in Board Policy, merely explained its proposal, without making changes. Following that Board meeting, you submitted a letter to the Board, falsely claiming that both you and Financial Services were recommending that the Board give the banking business to Ameris.

When Mr. Reese became aware of your misrepresentation and before the Board voted, he contacted the Board Chair and informed him that Financial Services had not recommended Ameris, but had recommended Heritage. In response, you gave Mr. Reese a written "letter of

ORR, BROWN & BILLIPS, LLP
ATTORNEYS AT LAW

Dr. Lee

January 18, 2017

Page 3 of 3

concern”, falsely accusing him of failing to attempt to resolve these issues with you before speaking to the Board Chair and “encouraging him” not to speak to members of the Board of Education.

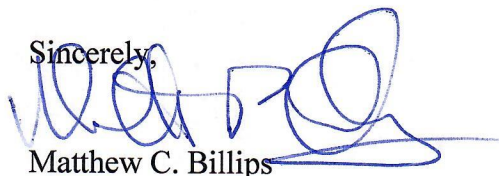
Most recently, you have put Mr. Reese on administrative leave and threatened to terminate him for false and pretextual reasons – relying on a bogus “internal audit”, performed by Jason Rogers (who you had demoted and replaced with Mr. Reese). Mr. Rogers was only placed into the internal audit position after Mr. Reese informed you that Financial Services had recommended Heritage Bank. It should be noted that the State has recently audited Liberty County School District’s financial operations and there were no significant findings. In contrast, when Mr. Reese took over from Mr. Rogers, the District was two years behind in its books. Further, the alleged findings by Mr. Rogers are both inaccurate and inconsequential. The memo from Mr. Rogers notes that the fiscal impact of his “findings” is “none”.

Finally, Mr. Reese informs me that his placement on the salary schedule has been improper since the date he was hired. Given Mr. Reese’s extensive experience, 35 years of related experience, 20 of which was for school systems and 15 years of which was in private industry in related positions, he should have been placed at step 22 when he was hired. Instead, he was placed at step 12, resulting in an underpayment of approximately \$15,000 in the 2014-15 school year; step 13 the next year, resulting in an underpayment of approximately \$12,000; and step 20 in the current school year, resulting in an underpayment of approximately \$6,000. Therefore, he is owed approximately \$33,000 in back pay and should be placed on Step 22 going forward. Please see *Muscogee County Bd. of Education v. Boisvert*, 196 Ga.App. 537, 396 S.E.2d 303, 306 (Ga.App.1990)

Please accept this letter as a demand that you reinstate Mr. Reese, cease threatening his employment, and pay him the back pay he is owed. As you know, this is not the first time that I have represented a client suing you and your employer for retaliation in violation of the Georgia Whistleblower Protection Act. Should you continue on your stated course, you and I will have an opportunity to reprise that experience, at significant expense to the Liberty County School District and, potentially, you in your individual capacity.

I look forward to hearing that you have decided to comply with the requests set forth in this letter.

Sincerely,



Matthew C. Billips

cc: Lily Baker, Board Chair: lbaker@liberty.k12.ga.us
Marcus Scott, Board Member: mascott@liberty.k12.ga.us
Verdell Jones, Board Member: vjones@liberty.k12.ga.us
Carol Guyett, Board Member: cguyett@liberty.k12.ga.us
Marcia Anderson, Board Member: manderson@liberty.k12.ga.us
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