

NORTH CAROLINA

WAKE COUNTY

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION**

File No. 26CV026792-910

SCOTT LASSITER,
Plaintiff,

v.

WAKE COUNTY BOARD OF
EDUCATION,
Defendant.

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COMPLAINT
(Jury Trial Demanded)

NOW COMES Plaintiff, SCOTT LASSITER (hereinafter “Plaintiff” or “Lassiter”),
complaining of Defendant, WAKE COUNTY BOARD OF EDUCATION (“Defendant” or
“WCBOE”), and alleges and says:

PARTIES

1. Plaintiff is a resident of Wake County, North Carolina.
2. WCBOE is a governmental education entity headquartered in Cary, North Carolina.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter because the causes of action arose in Wake County, North Carolina and the Supremacy Clause of the United States Constitution provides for concurrent jurisdiction over both state and federal claims herein stated.
4. Venue is proper in Wake County pursuant to N.C.G.S. §1-82 because Plaintiff resides in Wake County, North Carolina.

FACTUAL ALLEGATIONS

5. Plaintiff was employed by Defendant as an Assistant Principal in the Wake County Public Schools for a term commencing on July 1, 2021 and ending on June 30, 2025. See Exhibit “A”.

6. On February 8, 2018 Plaintiff was appointed Assistant Principal at Connections Academy, a Wake County alternative middle school serving students subject to serious disciplinary action from their base Wake County School that would have otherwise resulted in long-term suspension and served with distinction and complete loyalty to the school and its mission.

7. On May 22, 2024 Plaintiff and a colleague, a school based Behavior Support Specialist (BST) intervened in a physical altercation in which a student, was assaulting another student and repeatedly verbally threatening to kill her.

8. Consistent with their training and responsibility to keep the school and its students and staff safe, Lassiter and the BST restrained the violent student, attempted to deescalate them to no avail, and ultimately removed the student from the area where the victim was located.

9. The incident involving the restraint and removal to prevent further violent conduct was immediately reported by Plaintiff to the Principal of Connections Academy, WCPSS leadership, and to law enforcement. Law enforcement officers reviewed the school’s security camera footage of the entire student incident and did not raise any concerns about Lassiter’s or the BST’s conduct.

10. The student was suspended from school. Later that day, the student’s adult brother and mother came to the school and threatened to harm Lassiter. The brother attempted to force entry into the school and assault Lassiter, requiring police to handcuff and detain him. Plaintiff

immediately reported the full incident in writing and by telephone to the area superintendent, including the student altercation, the later attempted attack, and the continuing safety risks at Connections Academy. Those reports were consistent with Plaintiff's prior warnings about school safety, staff safety, and inadequate security support.

11. For three and a half months after the May 22, 2024 incident, Plaintiff heard nothing from Defendant or its agents until on or about September 5, 2024 when he received a letter from Anthony Muttillio, Assistant Superintendent Human Resources, advising him that he was being immediately suspended. See Exhibit "B". The letter also stated that Muttillio believed that "cause may exist for [his] dismissal" although conceding that additional investigation into the facts was necessary. Muttillio closed by asserting that "this action is being taken as a result of alleged negative physical interaction with a student". Notably, the letter does not state that the matter would be reported to the State Department of Public Instruction ("DPI") as mandated by N.C.G.S. §115C-326.20(b).

12. In 2024 Lassiter was the Republican nominee for North Carolina State Senate in a hotly contested, close political race against the Democrat nominee endorsed and funded by the North Carolina Association of Educators ("NCAE"), the liberal teachers union in the State. The Democrat party and in particular the NCAE had a vested interest in the success of Plaintiff's opponent in order to deprive Republicans from having a "super majority" in the State Senate. Upon information and belief, having an experienced, knowledgeable school administrator with Plaintiff's views and positions on teacher's and student's performance and, especially, school safety issues, about which he avidly advocated to those in and out of the school system, was anathema to Democrats and the NCAE.

13. On a Friday afternoon in early September of 2024, about the time of the September 5, 2024 Muttillio letter, Plaintiff was contacted by Kendra Hill ("Hill"), Employee Relations

Director for Defendant and a political operative of the Democrat party, who warned Plaintiff that he should take the weekend and consider resigning and if he did resign, the matter would be all over or if he did not resign, he would face a public termination recommendation to the Board. Upon information and belief, the warning from Hill to resign was in reaction to Plaintiff's positive polling numbers in his campaign for the State Senate. The alleged misconduct on the part of Plaintiff was leaked to the media about the time of the DPI report in an effort to make Plaintiff look bad.

14. To avoid intense media attention and scrutiny flowing from any alleged misconduct report, Plaintiff agreed to enter into a **Confidential** Personnel Agreement ("CPA") (emphasis added), executed on October 6, 2024, by which he voluntarily resigned from his employment with the Wake County Public School System. See Exhibit "C".

15. Defendant knew that the motivating reasons for Plaintiff entering into the CPA was to fully and completely resolve the alleged misconduct matter **on a confidential basis**, to halt media damage to his potential campaign and to preserve and protect his good name and reputation as well as future employment opportunities in education.

16. Defendant also knew that if it revealed to Plaintiff its intention to report the student altercation situation to the Department of Public Instruction ("DPI") for further investigation, Plaintiff would not agree to negotiate or enter into the CPA. Thus, it failed to disclose to Plaintiff its intention to make a misconduct report about him to the DPI with the goal of fraudulently coercing Plaintiff into an agreement (the CPA) adverse to his interests.

17. The CPA by its very title was to be confidential and is replete with express provisions setting out the confidential nature of the agreement between the parties. In a letter authored by

Anita W. Alpenfels, Interim Senior Director of Employee Relations, on November 18, 2024, it was once again reiterated that the review of the student altercation was “confidential”. See Exhibit “D”.

18. Plaintiff in his negotiations with Defendant and the resultant CPA had every expectation that the student altercation matter would be and was totally resolved and that the investigatory review and the CPA would remain confidential.

19. To his surprise Defendant’s agent(s), yet to be named, contrary to the confidentiality covenants made verbally and in the CPA, reported the entire student altercation matter both to the media and, of course, to the DPI in a document entitled “Licensed Educator Misconduct Reporting Form” signed on November 14, 2024 by Jerry Griffith, Senior Administrator for Employee Relations. See Exhibit “E”. While this report to the DPI was required by state law, it should have been submitted to the DPI within five (5) days of the disciplinary action set forth in the Muttillio September 5, 2024 letter but, upon information and belief, was delayed for political reasons to coerce Plaintiff to resign in an effort to harm his race for the State Senate. In addition, in similar situations no report was made to the DPI and, thus, Plaintiff had no way of knowing such a report would be made in his case – or used as a political cudgel.

20. Upon information and belief, Plaintiff asserts that without informing him Defendant’s agent(s), yet to be named, also reported the student altercation incident to the media to negatively affect his political campaign **before** the CPA was executed and, in fact, while it was being negotiated; thus, the confidentiality provisions agreed to by Defendant were hollow, deceptive and, in fact, false.

21. The above described report to the DPI was material as Defendant knew since it would inevitably result in additional investigations regarding the student altercation impacting Plaintiff's political aspirations, teaching license and his livelihood.

22. Defendant had a duty of good faith to disclose to Plaintiff in the CPA negotiations and its execution that it would make a misconduct report against him to the DPI inasmuch as the report fundamentally undermined the purpose, spirit and letter of the CPA to resolve finally and confidentially the entire student altercation incident and to protect his reputation and future career opportunities. Plaintiff fully relied on the good faith of Defendant not to conceal material facts during the CPA negotiations and its subsequent execution.

23. Had Plaintiff known of the surreptitious report, described above, made by the Defendant, he would not have entered into the CPA, and he would not have resigned from his employment with the school system.

24. In short, the actions and omissions of Defendant in negotiating and entering into the CPA with Plaintiff were taken in bad faith and constituted fraudulent inducement to enter into a substantive contract warranting total rescission of the CPA.

25. Additionally, and of great significance, Plaintiff both during and before his time at Connections Academy documented extensive school safety issues and made them available to Wake County School officials regarding both the increasing incidences of dangerous student behavior but also the absence of sufficient safety measures at the schools to address persistent violence and safety hazards involving acknowledged troubled students. In fact, for years Lassiter vigorously advocated for School Resource Officers, metal detectors and other security support devices. Plaintiff's multiple complaints and suggested remedies about the ongoing

threats to public health and safety fell on deaf ears and blind eyes notwithstanding Defendant's full knowledge of the merits of Lassiter's concerns, which were fully documented and reported.

26. Plaintiff consistently and passionately asserted that some Wake County Public Schools were becoming "dumping grounds" for the area's unmotivated, troubled and violent children with no real strategy to improve their lot. Moreover, his safety concerns for the schools, teachers and students were a central plank in his political campaign for the State Senate much to the chagrin of the NCAE and the Democrat party.

27. The vacillating policy of Defendant regarding the mandatory and timely reporting of alleged cases of misconduct to the DPI [N.C.G.S. §115C-326.20(b)] consisted of sometimes reporting, sometimes not reporting and sometimes delaying reporting. In short, Defendant acting under color of state law, adopted and embraced nothing more than a fast and loose policy in reporting claims of employee misconduct. Upon information and belief, in the instant case, Defendant's decisions suspending Plaintiff and thereafter delaying the report to the DPI implicated First Amendment retaliation against Lassiter for his ardent safety advocacy and, more importantly, his political campaign, actionable under 42 U.S.C. §1983 and Article I, Sections 14 and 19 of the North Carolina Constitution inasmuch as off-duty political activity is protected speech, protected against arbitrary and capricious governmental acts depriving a person of fundamental Constitutional rights.

28. The meritless suspension and delayed report to the DPI after months of governmental inactivity constituted no more than an unconstitutional vehicle to undermine Plaintiff's political campaign by Defendant and its agents opposed to his views and party affiliation in the critical, waning days of the campaign. Additionally, the suspension and delayed report were retaliatory in nature for Plaintiff's steady stream of political and non-political criticism aimed at Defendant

and its agents, for their failure to address school safety concerns. As such Defendant acting under state law [N.C.G.S. §115C-326.20(b)] infringed upon Plaintiff's First Amendment and state Constitutional rights as set forth above.

FIRST CAUSE OF ACTION

Fraudulent Inducement

29. Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

30. Defendant knew that Plaintiff was anxious to resolve the student altercation matter for several reasons including but not limited to his political race and to move on with no further damage to his reputation and his career opportunities in public education.

31. Defendant also knew that it was of the utmost importance to Plaintiff that the student altercation matter and its mutually agreed upon resolution be kept totally confidential in nature after the initial reporting of the matter to law enforcement and others.

32. Defendant knew, as well, that Plaintiff would not resign from his employment with the school system and enter into a separation agreement if Defendant was going to report the student altercation matter to other third parties including the DPI and the media.

33. Accordingly, Defendant intentionally kept from Plaintiff the fact that it had reported and would continue to report the student altercation matter to the DPI before, during and after the negotiation and execution of the CPA, as well as leaking it to the media.

34. Plaintiff relied on and was deceived by the omission of Defendant's reporting in agreeing to resign from the school system and waiving his procedural and substantive rights in the CPA.

35. Plaintiff has suffered damages that were proximately caused by Defendant's omission, as set forth herein, including significant pecuniary loss, reputational injury and limited career opportunities. Plaintiff is additionally entitled to rescission of the CPA.

SECOND CAUSE OF ACTION

First Amendment Retaliation Under 42 U.S.C §1983

36. Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

37. Defendant, acting under color of state law, N.C.G.S. §115C-326.20(b), and implementing policy, as set forth in Paragraphs 27 and 28 above, deprived Plaintiff of his rights secured by the First Amendment of the United States Constitution, as well as state constitutional guarantees, actionable under 42 U.S.C. §1983.

38. In short, in an abuse of its authority and duty pursuant to N.C.G.S. §115C-326.20(b), Defendant improperly and unconstitutionally employed the mandatory misconduct reporting requirement as a cudgel to undermine Plaintiff's right to engage in protected, off-duty political activity under the First Amendment to the United States Constitution, i.e., suspending and reporting Plaintiff for the primary reason of negatively affecting his campaign for the North Carolina State Senate.

PRAYER FOR RELIEF

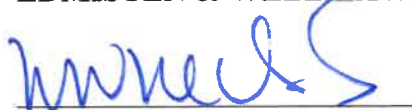
WHEREFORE, Plaintiff prays the Court as follows:

- a. Declare the Confidential Personnel Agreement void and of no effect and rescinded; and
- b. Restore Plaintiff to his prior position with Defendant or a comparable position; and
- c. Award Plaintiff compensatory damages, including but not limited to back pay, front pay, fringe benefits and other damages proven at trial; and
- d. Award Plaintiff compensatory damages as allowed by law; and

- e. Award Plaintiff costs and expenses incurred in this action, including all legal and attorney's fees pursuant to 42 U.S.C. §1988; and
- f. Award Plaintiff pre and post judgment interest on compensatory damages; and
- g. All such further relief, both general and special, at law or in equity, to which Plaintiff may show himself justly to be entitled or as the court may deem appropriate.

This the 17th day of July, 2026.

EDMISTEN & WEBB LAW



William Woodward Webb

NC State Bar #4624

118 St. Mary's Street

2nd Floor

Raleigh NC 27605

woodywebb@ew-law.com

(919) 831-8700

VERIFICATION

STATE OF NORTH CAROLINA

COUNTY OF WAKE

The undersigned, **SCOTT LASSITER**, being first duly sworn, deposes and says that he has read the foregoing *Complaint*, knows the contents thereof; that the same is true of his knowledge, except as to those matters stated on information and belief, and as to those matters, he believes them to be true.


SCOTT LASSITER

Sworn to and subscribed before me
this 10th day of July 2026.



Notary Public



My commission expires: June 16 2031

WAKE COUNTY BOARD OF EDUCATION
TEN-MONTH CONTRACT FOR ASSISTANT PRINCIPAL

1. **TERM OF APPOINTMENT:** The Wake County Board of Education ("Board") hereby employs, and **Scott Lassiter** ("employee") hereby accepts employment as a ten-month assistant principal in the Wake County Public Schools for a term commencing **July 1, 2021 and ending June 30, 2025**. If, during the term of this contract, the assistant principal's months of employment change from ten to eleven or twelve months, that change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325(a)(4) and any return to a ten-month position is at the sole discretion of the school system and not a demotion as defined by law.
2. **LICENSURE:** The employee certifies that he/she holds, or is qualified to hold, the appropriate licensure that will allow him/her to act in his/her position as an assistant principal and will continue to maintain this licensure through the term of this contract.
3. **DUTIES AND RESPONSIBILITIES:** The employee, during the term of his/her employment agrees to perform faithfully all those duties imposed on him/her by the laws of the United States and the State of North Carolina, and by the Board of Education, the Superintendent and his/her supervisors. It is agreed that this contract does not create any right or interest in any particular duty, responsibility or position.
4. **COMPENSATION:** For services rendered pursuant to this contract, the employee shall be paid in accordance with the State Salary Schedule and any applicable local supplement in accordance with the administrator's placement on the local salary scale.
5. **BENEFITS:** The employee shall receive leave and other benefits in accordance with State law and regulations and local Board policy.
6. **CONTRACT RENEWAL:** This contract may be renewed as provided by law.
7. **DISMISSAL OR DEMOTION:** During the term of this contract, the employee may not be dismissed or demoted except as allowed by G.S. 115C-325. Demotion includes a reduction in compensation or transfer to a new position carrying a lower salary or suspension without pay to a maximum of 60 days, but not the elimination of a special or extra duty and the accompanying salary. Any extra pay arising from an assistant principal's assignment to a year-round school is considered special duty pay and the elimination of this pay in the event of a transfer to a traditional school is not a demotion. Notwithstanding any other provision of this contract, the employee accepts that any salary decreases established by the Governor, General Assembly or by operation of law, or any reductions in the local supplement established by the Board, are not considered a demotion.
8. **TRANSFER:** During the term of this contract, the employee may be transferred to another position in the school system in the sole discretion of the Board and/or the Superintendent. Transfer of the employee is not a transfer to a lower paying position, and thus not a demotion, if the employee's salary is maintained at the previous salary amount.

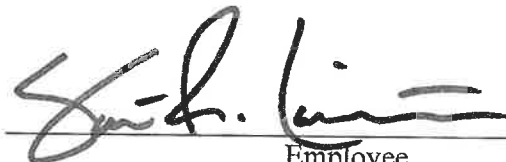
9. RESIGNATION: The employee shall give 60 calendar days' prior written notice to the Superintendent of his/her intent to resign during the term of the Contract or his/her intent not to seek renewal of this contract.

10. CAREER STATUS: In consideration for the compensation and benefits provided in this Contract, the employee relinquishes any existing rights to career status as a school administrator (i.e., assistant principal, principal, supervisor or director) or teacher.

11. MODIFICATION: This Contract may be modified or amended with the written consent of the Board and the employee. All terms are subject to modification or amendment unless otherwise provided by law.

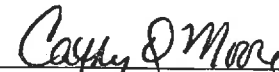
12. SAVINGS CLAUSE: If, during the term of this contract, it is found that a specific clause of this contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

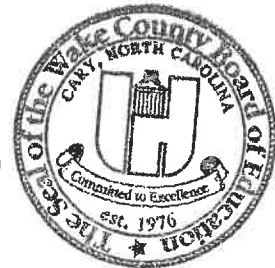
This the 1st day of June 2021.

 (SEAL)
Employee

WAKE COUNTY BOARD OF EDUCATION

By:  (SEAL)
Board Chairman

Attest: 
Superintendent





**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

Anthony J. Muttillio, Ed.D.
Assistant Superintendent
Human Resources
Crossroads III
111 Corning Rd., Ste. 250
Cary, NC 27518

tel: (919) 533-7196
fax: (919) 589-6456

September 5, 2024

VIA EMAIL

Scott Lassiter
209 Ronaldsby Drive
Cary, NC 27511
slassiter@wcpss.net

Dear Mr. Lassiter:

I am writing to inform you that I am suspending you with pay effective today. This action is being taken pursuant to N.C. General Statutes Chapter 115C-287.1. I believe that cause may exist for your dismissal as an Assistant Principal for several of the reasons specified in N.C. General Statutes §115C-325.4, but that additional investigation of the facts is necessary and that these circumstances justify your immediate suspension.

You are not to return to work until further notice. In addition, you are not to be on the property of Connections Academy or any school/facility in the Wake County Public School System or at any school event during your suspension unless it is scheduled through my office. Finally, during the period of suspension, you are to make no contact with any students, staff, or parents of our school system without permission from my office.

You are reminded that while you are on suspension with pay, you are required to be available during your normal work hours for meetings or other purposes as dictated by my office or your supervisor, including, but not limited to, completing tasks as requested to support the operations of the school. Please note that if your time on suspension with pay overlaps with any calendar-mandated leave days or any pre-approved leave days (including but not limited to vacation, personal, sick or non-paid leave), your suspension with pay will be replaced by the appropriate leave days.

This action is being taken as a result of alleged negative physical interaction with a student.

A copy of this letter will be placed in your personnel file after five (5) days.

Sincerely,

Anthony J. Muttillio, Ed.D.
Assistant Superintendent
Human Resources
Superintendent's Designee

c: Board of Education
Dr. Robert Taylor, Superintendent
Janet Perkins, Principal—Connections Academy
Kendra D. Hill, Senior Director of Employee Relations
Perry Aaron, Senior Administrator for Investigations – Employee Relations
Personnel File—Scott Lassiter (Employee ID 147753)

**Exhibit
B**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONFIDENTIAL PERSONNEL
AGREEMENT

I, **Scott Lassiter**, being fully aware of my rights as a citizen of the United States and the State of North Carolina, and as a "school administrator" as defined in North Carolina General Statutes §115C-287.1, and as an assistant principal at Connections Academy in the Wake County Public School System, hereby voluntarily enter into the following Agreement concerning my employment with the Wake County Board of Education (referred to herein as "Board" and "school system"):

1. I agree to and do hereby voluntarily resign from employment with the school system effective at the end of the day on November 5, 2024. I affirm that I am freely, voluntarily, and irrevocably resigning from my position as an employee of the Wake County Public School System. The Superintendent's designee agrees to and does hereby accept my resignation.
2. I have requested and the Superintendent's designee has approved my request to use annual leave or other eligible accrued leave from October 7, 2024 up through the date of my resignation, with the understanding that if I begin employment with another North Carolina school system or a public entity that participates in the Teacher and State Retirement System prior to my resignation date, I will notify the Superintendent's designee and my paid status will terminate and my resignation will be effective on the date I begin my employment with the other North Carolina school system or public entity.
3. Effective at the start of my leave on October 7, 2024, the Superintendent's designee agrees to remove from my official central office personnel file the letter from Dr. Anthony Muttillio dated September 5, 2024.
4. In response to any inquiries that the school system receives about my employment status after the close of business on October 4, 2024, and prior to my resignation, the school system agrees to respond that I am in "active" status. Should the school system receive any media inquiries regarding my encounter with a student on May 22, 2024, and/or the school system's review of that incident, the school system agrees to respond that it has no further comment and/or that personnel and student information is confidential under law. Notwithstanding the foregoing, nothing in this Agreement should be construed as impairing the school system from complying with its legal obligations.
5. Regarding any affirmative statements or responses to any inquiries that I receive about an incident involving an encounter I had with a student on May 22, 2024, and/or the school system's review of that incident, I agree to respond or state only that "the matter is closed, and I have no further comment." Notwithstanding the foregoing, the Superintendent's Designee agrees that it shall not be deemed a violation of this paragraph if I respond to any new allegations made against me in the media regarding the events of May 22, 2024, provided that my response is not disparaging of the Wake County Public School System, its board members, or employees, and that my response also maintains confidential student information and other employees' confidential personnel information. I further understand that nothing in this Agreement prevents the school system from exercising its rights pursuant to G.S. 115C-321(b) should my responses or those of my authorized agents contain inaccuracies.

**Exhibit
C**

6. I accept that a copy of this Agreement will be placed in my personnel file.
7. I agree to promptly return to the school system, no later than one week from the date of the execution of this agreement, all school system property, including but not limited to any school system records, laptop, keys, identification badges, or other property; the Superintendent's Designee agrees that I will be able to retrieve my personal belongings from Connections Academy within that same period of time at a mutually agreeable time.
8. I agree that the consideration set forth in this Agreement constitutes a complete and final settlement of any and all claims I have had, now have, or may have up to the date of this Agreement against the Wake County Board of Education and/or its members, agents, or employees, including but not limited to any actual or potential claims arising out of or connected with my employment or separation from employment based on any alleged violations of the state or federal constitution, state or federal statutes or regulations, state or federal case law, school system policies or procedures, or any other laws, regulations, or policies, and specifically including any claims alleging wrongful or constructive discharge, discrimination, and/or retaliation (such as claims under the North Carolina Whistleblower Act). I specifically waive any right to contest the terms of this Agreement.
9. I acknowledge that this Agreement is supported by mutual and adequate consideration.
10. I am entering this Agreement freely, knowingly, and voluntarily, having had adequate time to review the Agreement and to consider its advantages, disadvantages, and future consequences, after consulting with my attorney.
11. I acknowledge that no promises or inducements have been made to me that are not specifically set out in this Agreement.
12. The Superintendent's Designee and I agree that scanned, faxed, and/or electronically transmitted copies of this Agreement will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Agreement and given the same legal effect as original signatures.

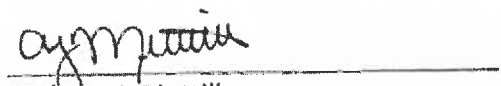
This document constitutes the entire Agreement between myself, **Scott Lassiter**, and the Wake County Board of Education, effective this 6th day of October, 2024.



Scott Lassiter, Employee of the Wake
County Board of Education

Employee ID#: 147753

ACCEPTED FOR and on behalf of the Wake County Board of Education this 6th day of October, 2024.



Anthony J. Muttillio
Assistant Superintendent for Human Resources
Superintendent's Designee



**WAKE COUNTY
PUBLIC SCHOOL SYSTEM**

Human Resources
Employee Relations
Crossroads III
111 Corning Rd, Ste 290
Cary, NC 27518

PHONE: 919-533-7271
FAX: 919-589-6203

November 18, 2024

VIA EMAIL

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Ms. [REDACTED]:

As you know, Human Resources – Employee Relations has been reviewing your allegations that on May 22, 2024, Scott Lassiter, an assistant principal at Connections Academy Middle School, had a negative physical interaction with your daughter, [REDACTED]. Specifically, you alleged that Mr. Lassiter swung [REDACTED] by her arm, causing her to fall to the ground while removing her from the school.

The Wake County Public School System conducted a thorough review of this matter that included gathering information, viewing school surveillance video, and talking to people with knowledge of these matters, including a meeting between you, [REDACTED], and Jerry Griffith, Senior Administrator of Employee Relations, on September 20, 2024.

While the details of our review are confidential, please know that we took these allegations seriously and that appropriate action was taken to address the concerns.

Thank you for your cooperation and patience while this matter was reviewed. Should you have further questions or concerns, please address those in writing to my attention.

Sincerely,

Anita W. Alpenfels, Ed.D
Interim Senior Director of Employee Relations

c: Janet Perkins, Principal – Connections Academy Middle School
Jerry Griffith, Senior Administrator – Employee Relations

**Exhibit
D**

Response Summary:

Licensed Educator Misconduct Reporting Form

Pursuant to SBE Policies GOVR-005 and LICN-007, the State Board of Education has delegated its authority related to professional educator licensure, including its authority to suspend or revoke licenses, to the Superintendent of Public Instruction. The Superintendent is charged with investigating allegations of conduct by a licensed professional educator that could justify disciplinary action against that educator's license for the reasons set forth above.

PSU administrators are required by law to report certain types of professional misconduct by a licensed employee to the Superintendent. See SBE Policy LICN-007, Section VIII, and G.S. 115C-326.20.

1. Any PSU administrator who knows, has reason to believe, or has actual notice of a complaint that a licensee has engaged in conduct that justifies automatic revocation of a license under G.S. 115C-270.35(b); conduct that has resulted in a criminal charge or indictment for any of the crimes listed in G.S. 115C-270.35(b); or conduct involving the physical or sexual abuse of a child or a student, must report the misconduct to the Superintendent within 5 calendar days of the licensee's dismissal, suspension with or without pay, or acceptance of the licensee's resignation. "Physical abuse" means the infliction of physical injury other than by accident or in self-defense. "Sexual abuse" means any sexual contact with a child or student, regardless of the presence or absence of consent.
2. If the licensee has been dismissed, demoted, or resigned as a result of conduct that is not covered by the previous provision but that may otherwise justify disciplinary sanctions against the employee under SBE Policy LICN-007, the PSU must report it to the Superintendent within 30 calendar days.

All required reports should be submitted using this form and include any supporting documentation. **Pursuant to N.C.G.S. § 115C-13, the SBE is an authorized recipient of confidential personnel records held by local boards of education, their officers, and their employees.**

Additional information regarding the disciplinary process for licensed educators can be found on the [DPI Website](#).

This form was last revised on September 30, 2024.

Q1. Identify the type of public school for which you are submitting this report.

- City or county school district

Q2. Select your school district from the list below

- Wake County Public School System

Reporting Party Information

Please include the following information for the person completing this form.

Q7. Name

Jerry Griffith

Q8. Professional Title

Senior Administrator for Employee Relations

Q9. Email

jgriffith@wcpss.net

Q10. Phone Number

919-533-7223

**Exhibit
E**

Licensed Educator Information

Please include the following information for the licensed professional educator who you are reporting, including the educator's last known contact information. Please provide **personal contact information** to the extent known—**DO NOT** provide the educator's work email address or phone number, as the educator will not have access to them following termination or resignation.

Q19. Name

Include the educator's full name and any known aliases, including maiden names.

Scott Riley Lassiter

Q21. License Number

1130318

Q22. Personal Email

slassiter@wcpss.net

Q23. Personal Phone Number

9197494259

Q24. Home Address

209 Ronaldsby Drive, Cary NC 27511

Q25. Most Recent School Assignment

Connections Academy

Q26. Most Recent Position

Include grade level and subject matter of instruction.

Assistant Principal

Q27. Did the educator have any athletic coaching responsibilities?

- Unknown

Q29. Employment Status

- The employee has resigned either during or immediately following an investigation into allegations of professional misconduct.

Q30. First Date of Employment

09/21/2010

Q45. Is the educator still employed by your PSU?

- No

Q31. Last Date of Employment

11/05/2024

Report Details

Please provide as much information and evidence with this report as possible, include exact dates, locations, and names of the parties involved, where known. Names of minors may be included in confidential reports to the State Board of Education but will **not** be used in any subsequent disciplinary orders or notices issued by Superintendent.

Include any of the following documentation where applicable and available. You may upload supporting documents on the next page.

- Investigative notes and records of school personnel (clearly indicate the date, author, and general subject matter of any notes).
- Statements by witnesses or other parties involved with the allegations (clearly indicate who provided the statement, their role in the matter, and the date the statement was made).
- Formal notices of disciplinary action provided to employee (including notices of suspension, intent to recommend termination, or final termination by the PSU governing authority).
- Records of disciplinary action by the PSU governing authority (e.g., resolution of dismissal by the local board of education).
- Documentation of prior disciplinary action against the employee, even if unrelated to the allegations described in this report.
- Any criminal records, including warrants for arrest, indictments, or evidence of other court proceedings (PSUs are not expected to seek out this information independently, but should report it if they have it).
- Any statements, notices of resignation, or other evidence provided by the employee in the course of the PSU's investigation.
- Video or audio recordings (contact SBE Office of General Counsel for instructions on how to deliver).
- Any other relevant evidence.

Q32. Description of the Allegations

Mr. Lassiter, along with another employee, pushed a student out of a building door causing her to fall on the ground. He then threw the student's shoe, which had fallen off, in the direction of the student.

Q35. Have the allegations been referred to law enforcement?

- Yes

Q37. Please provide the contact information for the investigating agency and officer(s) if known.

Cary PD

Q36. Has the employee been formally charged with a crime?

- No

Supporting Documents

You may upload up to six files below. If you have more than six files, please send additional files to Joan Champagne at joan.champagne@dpi.nc.gov.

Q11. Supporting Documents

N/A

Q13. Supporting Documents

N/A

Q14. Supporting Documents

N/A

Q15. Supporting Documents

N/A

Q16. Supporting Documents

N/A

Q18. Supporting Documents

N/A

Q34. Summary of Attached Documents

N/A

Q42. Check the appropriate box below.

- The PSU has closed its investigation into this matter and included all relevant evidence and documentation with this report.

Q43. The Superintendent's investigation of this matter may involve a meeting with the educator you have reported. Do you have any concerns with the Superintendent sharing the information and documents in this report with the educator as part of that meeting?

- No

Q39. Certification

I hereby certify that, to the best of my knowledge, the information provided in this report is true, accurate, and complete. I understand that completion and submission of this form does not relieve me of any duty to report child abuse to the appropriate social services or law enforcement agency, or any other duty imposed by law or by an occupational licensing body.

This form is submitted on behalf of all individuals who may have reporting obligations under G.S. 115C-326.20, 16 NCAC 06C .0608, or SBE Policy LICN-007 regarding the matters discussed herein.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Q46. Date Final Decision Issued

(MM/DD/YYYY)

11/14/2024

Embedded Data:

N/A