

YAHOO! MAIL

Classic

response to your email

Wednesday, December 16, 2009 12:02 PM

From: "David Schied" <desschied@yahoo.com>
To: RLong@mea.org
Cc: csali@hotmail.com, scott@unionlaw.net
 2 Files (1474KB)



WashCnt...



Final for ...

Dear Mr. Long,

I will address the content of your last email as highlighted in color within the context of your statements in black as follows:

David:

My point is that you have a stronger case if Lincoln is aware of and in possession of an FBI report that says you have no convictions. You do not have to "correspond" with Lincoln to put them in possession of the corrected FBI report. I have offered to provide it to them if you provide me with a copy. Neither MEA nor I told you that you **MUST** provide a copy to Lincoln. I suggested it. You refused to do so or to provide me with a copy. I'm not complaining about your decisions. They are your decisions to make and it is your right to ignore our suggestions. We make recommendations to assist members and failure to cooperate can lead to loss of legal representation as the MEA Legal Representation Policy provides.

Mr. Long: In my email database, I am sure that I have record of my having, on multiple occasions, informed you that "Lincoln" (Lincoln Consolidated Schools administration and Board of Education) has long had record (as well as possession of at least one copy) of the 2004 State of Texas court Order of Expunction of what should have only been the remaining "arrest" record (after my receipt of a 1979 "set aside" and 1983 "pardon").

Furthermore, I know I have provided you with federal legal statutes that depict the process for obtaining FBI criminal history records, and the terms of their use, which has long been in possession of the MEA because reference to at least one of those statutes was printed directly on the face of the 2003 FBI document itself. It states that document may only be used for the purpose intended, which was for the employer to evaluate my suitability for employment and while giving me the right AT THAT TIME IN 2003 to "challenge and correct" the accuracy of that federal government document. Thereafter, that report remains government property and NOBODY has the right to do anything with it. This is the basis of the Complaint that I just got filed TODAY in the Washtenaw County Circuit Court (No. 09-1474 NO...See attachment) For the over past six (6) years these school district officials have been CRIMINALLY STEALING and making copies of that 2003 FBI document for their own personal use, which has been and continues to be to retaliate against me for filing civil and criminal action years ago and to work in a conspiracy and under "color of law" to keep me and my family subject to peonage and oppression.

I therefore perceive your "suggestion" on behalf of the MEA as a suggestion that I too "steal" the FBI report received from the Northville Public Schools in 2005, which is subject to the same terms for which my Complaint against Northville Public Schools spells out (as subject to the same laws under which Lincoln received the 2003 FBI report). I therefore cannot "legally" send that government property

to you for my own purpose of somehow ensuring that I comply with your implied threat against the MEA fulfilling their fiduciary duty to me, in spite of my demand for union representation in these civil rights and teacher contract issues against Lincoln Consolidated Schools...so that you may then also do with that government document what it is that you want and have claimed to have been proposing.

Apparently, you do not see that what you are asking me to do undermines the basis of my newly filed 2009 Complaints against the Lincoln and Northville school districts, by asking me to do the very same thing that I accuse them of doing, and to allow you to place the potential evidence of my "stealing" into the hands of the named Defendants in these two newly filed civil cases.

Moreover, the Plunkett-Kooney attorneys for the Lincoln school district Defendants already have received a copy of the document about which you refer; as they were "served" by me with that document directly in the Evidence I filed in a 2007 official court case. This document is referred to as "Exhibit #39" in the Ingham County Circuit Court case (No.07-01256-AW) entitled, Schied v. State of Michigan (short version of my having named a multitude of individuals beginning with Gov. Jennifer Granholm, inclusive of a listing of the Lincoln Consolidated Schools Board of Ed. right on the front page of the Complaint.) Therefore, these officials have, through their "representatives" at the Plunkett-Kooney law firm, and specifically through their corrupt attorney Michael Weaver, received copies of the FBI report to which you refer. (See top of page 100 of the attached copy of that Ingham County Complaint for reference to that successfully "challenged, corrected, and "cleared"" FBI report.)

We have previously discussed the MEA Legal Representation Policy, copied below. When you were first terminated from Lincoln we challenged that dismissal all the way to the Michigan Supreme Court and, unfortunately, lost. Attempting to re-litigate that same claim would likely result in court sanctions because it has already been decided. It also no longer affects your employment rights with the Brighton Schools.

You are correct in your having provided "due diligence" in having me understand "MEA Legal Representation Policy", and the circumstances of the former Schied v. Sandra Harris and the Lincoln Consolidated Schools case. What you apparently do not understand are the following:

a) There were other laws, and CRIMINAL offenses that occurred in 2003 that were not "litigated" in that case that went to the Supreme Court. Though it is clear that the MEA had brought both the civil and criminal issues to the attention of the Michigan Court of Appeals and to the Michigan Supreme Court, the MEA was satisfied with leaving it at, instead of filing for any form of "reconsideration" of that very questionable "unpublished" ruling that otherwise had set new PRECEDENCE by the refusal of judges to their respective DUTIES to address clear conflicts of laws; and while the District went on to continue criminally violating my rights. That was the basis of my early criminal complaints to the Michigan State Police and to the Ingham County Circuit Court (to the Michigan Court of Appeals and to the Michigan Supreme Court for a second time) in 2005, 2006, and extending into 2007, 2008, and 2009.

b) There have been NEW OFFENSES which the Washtenaw County Circuit Court, the Michigan Court of Appeals (in their corrupted "unpublished" decision, and the Supreme Court decisions have failed to rule upon or even address in any way.

c) The Michigan Court of Appeals ruling was in 2006. It had nothing to do with the crimes and other violations of my teacher employment rights that has been occurring since then, particularly those occurring now in 2009. These new offenses are well beyond the scope of the 2006 rulings to which you refer. There is no way that ANY court in this world could believe that a 2006 Court of Appeals decision had "litigated" these offenses occurring against me in 2009; therefore you need to further explain your claim that these 2009 criminal offenses and "theft of government property" (18 U.S.C. Section 641 I believe) would be considered "re-litigated" by anyone when they were NEVER litigated the first time.

We also provided you with representation through your Uniserv Director Rondy Murray who won you

reinstatement and full back pay after you were terminated by Brighton. The district should be offering to return you to work very soon and I have suggested that Rondy check with the district to ensure that they have your correct mailing address.

Mr. Long, I have submitted to you numerous emails pointing out that the "representation" I received from the Uniserv Director Rondy Murray pertained ONLY to the terms of the union contract with the Brighton Area Schools that were "arbitratable" based strictly upon the employer's PUBLICLY stated "just cause for termination". That stated reason had nothing to do with Lincoln schools or Northville Schools. Additionally, Rondy Murray has made it amply clear that neither she nor the Arbitrator would provide any address, much less "representation" on the plethora of other damages that I have sustained as a result of this "wrongful termination" Brighton case. I have made myself amply clear that these other damages must get an address, even as part of my ongoing duty to "mitigate" my own damages due to this employer's negligence. Rondy Murray and I BOTH have forwarded to you multiple emails outlining a number of these other damages that I and my family have sustained, which are NOT covered by Rondy Murray's agreement for representation. Your statements are therefore misleading.

Rondy and I both highly recommend that you not attempt to gain anything more from the district as a result of the arbitration award. When the board tells you to report to work, it is our recommendation that you report as directed and work diligently in an attempt to provide teaching to your students in the superior manner that you have always provided so that there will be no reason for Brighton Administration to do anything to terminate you again. It is important to realize that they made some errors in the evaluation and non-renewal process that they are not likely to make again. I understand that you have a complaint with the US Department of Education that is still ongoing and I suggest that any additional relief be sought through another route. Failure to report to work as directed by the school will probably result in forfeiture of the arbitration award for reinstatement. If they take steps to make your return impossible to comply with, then we need to talk about other responses. My understanding is that the position(s) they have told Rondy that they will offer is not a bad job and maybe better than the previous one.

If you have concerns over the return to work, please communicate those concerns to Rondy so that she and I can work to resolve those.

You current litigation against Lincoln is not based upon your current employment as an employee of a school district and the ongoing complaints and violations by Lincoln are not now resulting in prejudice or injury to your current educational employment rights and privileges. Further, there is not a substantial likelihood that the facts will entitle you to relief under the current state of the law.

I DISAGREE with your statements. I have the proof that the actions of these other school districts are directly linked to my former termination from the Brighton Area Schools, and that there is a genuine "question of fact" that only a jury can decide as to whether there is a "conspiracy" going on between these Michigan school district officials to deprive me of my employment rights by using a combination of "fraud upon the courts" and criminal corruption activity against me using "color of law".

I had offered to sent the corrected FBI report to Lincoln and then to see if they continued to issue the incorrect report which, in my opinion, could result in changing the last criterion and the facts sufficiently that there could be a substantial likelihood of obtaining relief under the law.

Given what I have cited above in my first paragraph of response, I suggest that you reconsider your suggestion that I break the law by stealing a copy of the 2005 "cleared" FBI report for you to send to Lincoln Schools. Similarly, I suggest that you erase any implication that my decision not to break the law may be a determining factor as to whether or not the MEA will continue representing me in ANY particular matters. Instead, you should actually look to my other Evidence (rather than to rely upon the 2005 FBI report) to substantiate the "last criterion and facts" that would sufficiently mean the likelihood that the Lincoln Consolidated School District officials (as well as the Northville and Brighton school

↑ district officials) owe me additional "relief" under the law.

If you change your mind and provide me with a copy of the amended FBI report, I will, as I told you before, send a letter to Lincoln threatening them with a law suit if they send out another copy of the inaccurate FBI report.

Given the evidence and statements I have provided you on numerous occasions, I believe that the MEA should consider the Lincoln administration to have already been "*sufficiently warned*" on numerous occasions, beginning in 2003 by my local area union and before firing me in the first place. They have been "*warned*" virtually EVERY YEAR since 2003, and yet they have shown "*gross negligence*" in their continuance to *tortuously* violate my rights as a teacher. I believe that any future refusal of the MEA to "*represent*" me on these matters heretoforth is an indicator of additional negligence, and shows "*bad faith*" in the MEA's obligation to address the Lincoln business office's use of documents generated in 2003 while I was paying union dues, in an effort to retaliate against and oppress me in 2009 as provided by the clear Evidence.

The MEA (Association) will provide representation to its individual members to protect their educational employment rights and privileges. Representation will extend to those cases which arise out of the activities of the member in the course of employment as an employee of a school district, college or university, as well as those cases which arise out of activities which impact on such employment. The rights and privileges may arise by virtue of a collective bargaining agreement, state or federal constitution or statute, or by virtue of a judicial or administrative decision. The representation may be provided in the appropriate case by an attorney employed by the Association or by a Uniserv director. In providing representation, the Association will not discriminate against members on the basis of religion, race, color, national origin, age, sex, sexual orientation, economic status, height, weight, marital status or handicap.

Exclusions. The Association will not provide representation to its individual members in connection with the following cases or matters:

- A. Criminal charges brought against the member, except as provided in Article XI of this policy.
- B. Workers' compensation, except when: 1) the member has been unable to obtain private legal counsel; 2) there is a substantial likelihood of the member succeeding in the case; and 3) prosecuting the case would potentially assist other members either due to the potential precedent of the case or by placing the employer on notice that it will not be allowed to reject claims for workers' compensation only because the amount at issue does not justify the employee proceeding on his or her own through privately retained counsel. As a condition of representation, the member shall enter into a written agreement providing for reimbursement to MEA of attorney fees and costs at the maximum contingency fee rates set forth in the workers' compensation statute.
- C. Claims for personal injury to individual members not substantially a part of a case otherwise covered under this policy.
- D. Proceedings in which the individual member asserts a claim adverse to matters or the interest or position of the Association or its affiliates.
- E. Proceedings in which the member is provided representation by an insurance company under the terms of an insurance policy provided either by the Association or the member's employer. Exceptions to the foregoing exclusions may be made by the executive director for good cause on a nondiscriminatory basis.

Representation under this policy shall be provided upon the conditions set forth below.

Conditions for representation

- A. Representation under this policy will be provided where it is determined by the Association:

1. The action complained of resulted or will result in actual prejudice or injury to the member's educational employment rights and privileges; and
 2. There is a substantial likelihood that the facts, as alleged or established through investigation, will entitle the member to relief under the current state of the law.
- B. The Association may decline to provide representation in cases where the member does not fully cooperate and freely assist the Association or its representative in the handling of his or her case.
- C. The Association may decline to provide further representation if it determines through investigation that the facts, as alleged by the member and upon which the member bases his/her claim, are not true.
- D. The Association may decline to provide further representation in the case where the representative employed by the Association to assist the member advises a settlement or a particular disposition of a member's case and the member rejects that settlement proposal or recommended disposition.
- E. In order to be eligible for representation under this policy an individual must have been an active member of the Association or an agency shop fee payer at the time of the action complained of and must maintain active membership in the Association or continue to pay the agency shop fee unless expressly waived by the executive director.
- F. In order to be eligible for representation under this policy, the individual member must agree to reimburse the Association for attorney's fees, court costs and expenses incurred on the member's behalf in the event a member prevails on his/her claim and is awarded cash damages or receives a cash settlement. The member may be obligated to reimburse the Association for attorney's fees, court costs and expenses only to the extent the sum received by the member exceeds his/her backpay loss (e.g., loss of salary and fringe benefits, minus earnings in mitigation), plus other consequential damages and expenses. The Association must, in any event, be reimbursed any portion of a damage award or cash settlement specifically designated as attorney's fees, court costs and expenses.
- G. In the event that the association denies representation based on the criteria contained in I-A-1 and/or I-A-2 above, the member or local affiliate may appeal that determination in accordance with the appeal procedure contained in Article VIII. The question to be determined in such an appeal is whether the criteria in sections A-1 and/or A-2 have been met.

-----Original Message-----

From: David Schied [mailto:dschied@yahoo.com]
Sent: Saturday, December 12, 2009 1:03 PM
To: Long, Rick
Subject: RE: Lincoln Consolidated Schools

I did NOT initiate any correspondence with my criminal perpetrator, as is my right under Victims' Rights laws.

Instead, I believe I sent you a notice, written by the Michigan State Police, informing the Lincoln superintendent that they were in (criminal) violation of the State statutes (i.e., and which I have been reporting TO LINCOLN OFFICIALS as violating since first filing the case in 2004, and in which Joe Firestone then reiterated to the Lincoln school district when he took over the case in 2005) when sending out the "nonpublic" 2003 erroneous FBI report to the public under FOIA request.

What's your point???...proving for some reason that, as a crime victim, I PERSONALLY should be the one to notify these school district officials that the FBI report (that is otherwise subject to the Privacy Act of 1974 and to the National Crime Prevention and Privacy Act) has been "updated" (with the full effect taking place years ago of the Texas "EXPUNCTION" that these school officials already have had in their possession since 2004 due to proceedings in the first civil action)... and that I should provide them with PERSONAL notice of what is already well established by a plethora of State and Federal laws, which is that they no longer have the right to criminally violate my rights under those laws (that were otherwise presented to these school officials when I filed my written crime reports, including the ones in 2005 and again in 2009) for which there is documentation of phone conversations between police, sheriffs, and the Lincoln Consolidated Schools over these very matters???

I reiterate my demand upon you and the MEA. I have the right as a crime victim to be left alone. Neither you nor the MEA has the right to tell me - a crime victim - that I MUST provide such a courtesy to those who have, without doubt, been criminally violating my rights - under State and Federal laws and under the local union contract - for the better part of a decade now.

I suggest that you read the file of the case I just filed, before you write any other such nonsense.

--- On Sat, 12/12/09, Long, Rick <RLong@mea.org> wrote:

> From: Long, Rick <RLong@mea.org>
 > Subject: RE: Lincoln Consolidated Schools
 > To: "David Schied" <dschied@yahoo.com>
 > Cc: "Murray, Rondy" <RMurray@mea.org>
 > Date: Saturday, December 12, 2009, 8:48 AM
 > David: The last time we spoke
 > about this issue with Lincoln, I asked if you had sent the
 > district the corrected copy of the FBI report that contained
 > NO criminal conviction. I asked that you send them a
 > copy and then let me know if they thereafter released the
 > old report. If you have previously
 > sent Lincoln a copy of the correct FBI report, please let me
 > know and I will investigate whether we will take
 > action.
 >
 > Richard H. Long
 > MEA Staff Attorney
 > 1216 Kendale Blvd
 > East Lansing, MI 48826-2573
 > rlong@mea.org
 > **800-292-1934 800-292-1934** 800-292-1934
 > **517-337-5579 517-337-5579** 517-337-5579 fax
 > **517-290-6966 517-290-6966** 517-290-6966 cell
 >
 >

>
> From: David Schied [mailto:dschied@yahoo.com]
> Sent: Fri 12/11/2009 2:12 PM
> To: Long, Rick
> Subject: Lincoln Consolidated Schools
>
>
>
> Rick:
>
> In 2009, the Lincoln Consolidated Schools once again
> answered a FOIA request from the public with a response by
> using the U.S. Mail to send out a copy of the erroneous 2003
> FBI report that I authorized and paid for under 28 CFR Sec.
> 50.12 in 2003 when I otherwise was paying union dues as
> teacher. As you are aware, this school district did that
> right after terminating my employment while denying me the
> right to "challenge and correct" that FBI report as cited
> right on the FBI report itself. In December 2003 that FOIA
> request was sent by Linda Soper, a fellow teacher and union
> bargaining member. In addition, I made you aware that the
> school district did it again in 2006 when my wife submitted
> a FOIA request. I also made you aware of this occurring
> again in 2009; this time with the counselor that has been
> treating my young son and who wanted to do his own research
> into what was causing all this trauma and oppression upon my
> family by these Michigan school
> district administrators.
>
> You should be advised that this counselor was not acting on
> my behalf or as my "agent" as the Washtenaw County
> Prosecutor has recently claimed in cover-up of these ongoing
> crimes. The school district officials had no way of
> determining if this person was a counselor or not by the
> information he provided in his FOIA request; and for all the
> district employees knew, this counselor might have been
> working for "Friend of the Court" in determining child
> custody in a divorce case. The offense is not only against
> me, but also constitutes "conversion of government property
> for personal use".
>
> I DEMAND that the MEA take legal action against this school
> district since the information they are using was obtained
> at a time when I was paying union dues, and since you now
> have Evidence by an Arbitration decision, that my "standing"
> with the union has once again been reinstated. As a union
> member, I want action taken against the LINCOLN school
> district, AS WELL AS THE NORTHVILLE school district, which
> are BOTH criminally violating my rights NOW (regardless of
> whether at the time of my hire at Northville I was a
> "dues-paying" union member or not).
>
> On my own behalf, I have filed my own case - pro se - which

- > is currently pending my "Motion for Waiver of Fees" as a
 - > "forma pauperis" litigant. A copy of the Complaint I am
 - > filing is attached.
 - >
 - > David Schied
-