

**IN THE OFFICE OF THE SECRETARY OF EDUCATION  
COMMONWEALTH OF PENNSYLVANIA**

RONALD HARRISON BURNETT, III	:	
Appellant	:	
	:	
v.	:	Teacher Tenure Appeal
	:	No. 04-16
	:	
SCHOOL DISTRICT OF PHILADELPHIA	:	
SCHOOL REFORM COMMISSION	:	
Appellee	:	

**OPINION AND ORDER**

Ronald Harrison Burnett, III (Mr. Burnett) has appealed to the Secretary of Education (Secretary) the decision of the School Reform Commission (SRC) to terminate his employment as a professional employee with the School District of Philadelphia (School District).

**FINDINGS OF FACT**

1. Mr. Burnett was employed by the School District from 1995 to 1996. He was rehired by the District on September 1, 1997, and resigned on June 30, 1999. B. Ex. 3; District Ex. 182-184; N.T. at 60.<sup>1</sup>
2. Mr. Burnett was on sabbatical leave from September 1, 2013, through June 30, 2014. District Ex. 182.
3. Mr. Burnett was certified to teach chemistry and general science at all relevant times. N.T. at 60-61.
4. School District policy requires all employees to request approval for all absences

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<sup>1</sup> “N.T. \_\_\_\_” refers to Notes of Testimony recorded at the evidentiary hearing before the School District in this matter. The Exhibits admitted into evidence at the hearing by Mr. Burnett are referred to as “B. Ex. \_\_\_\_” and by the School District are referred to as “District Ex. \_\_\_\_.”

due to personal illness. B. Ex. 2.

5. All School District employees are entitled to use unpaid sick leave once all personal illness days have been used for a period not to exceed one year. B. Ex. 2.

6. By letter dated September 22, 2015, Mr. Burnett's physician indicated that Mr. Burnett would be absent from work due to a medical condition from September 30, 2015, to October 14, 2015. B. Ex. 4; District Ex.182.

7. Mr. Burnett had approximately 45 accumulated sick leave days available to use when he went out on sick leave in September 2015. N.T. at 63.

8. The medical conditions causing Mr. Burnett's health-related leaves of absence included severe hypertension, cardiovascular issues, and generalized anxiety disorder. B. Ex. 11; N.T. at 30, 76-77.

9. By letter dated October 5, 2015, Mr. Burnett's licensed social worker from Evergreen Counseling and Psychological Associates, LLC, indicated that Mr. Burnett had been seen in her office on that day and would be absent from work for medical reasons from October 16 to 20, 2015. B. Ex. 5.

10. Mr. Burnett requested absences due to personal illness on the School District's SEH-3 forms (SEH-3) on October 5, 20, and November 4, 2015, in accordance with the School District's sick leave policy. N.T. at 65-66.

11. In November 2015, the School District denied Mr. Burnett's application for Family and Medical Leave Act leave. N.T. at 76.

12. In November 2015, Mr. Burnett applied for disability retirement. N.T. at 80.

13. Mr. Burnett submitted to the School District a letter dated November 5, 2015, from the Evergreen Counseling and Psychological Associates. N.T. at 66.

14. On November 5, 2015, Mr. Burnett responded to an email from the director of employee health services to correct her suggestion that he had missed a scheduled appointment with a School District physician, and to inform her that the additional documentation requested by the School District would be submitted as soon as he obtained the documentation from his physician. N.T. at 69-71.

15. Thereafter, Mr. Burnett submitted to the School District another SEH-3 dated November 14, 2015. N.T. at 72.

16. On or about December 2, 2015, Mr. Burnett exhausted his available sick leave. N.T. at 75.

17. After the exhaustion of his available sick leave, Mr. Burnett was placed on unpaid sick leave as defined by the School District's sick leave policy. B. Ex. 2; N.T. at 77-78.

18. On December 10, 2015, Mr. Burnett visited his cardiologist. B. Ex. 10.

19. Mr. Burnett submitted to the School District a copy of a medical order from his cardiologist, dated December 10, 2015; the cardiologist's order lists shortness of breath, palpitations, stress, and essential hypertension. B. Ex. 10; N.T. at 72-75.

20. The School District misread the above referenced cardiologist's order dated December 10, 2015, interpreting it, incorrectly, to mean that the cardiologist was approving Mr. Burnett to be on leave until January 7, 2016, and clearing him to return to work thereafter. District Ex. 182.

21. On December 14, 2015, Mr. Burnett submitted to the School District a request for his job description. Mr. Burnett indicated that the purpose of his request was so that he could apply for disability retirement. N.T. at 82, 83.

22. On or about January 18, 2016, Mr. Burnett's psychotherapist from Evergreen Counseling and Psychological Associates, LLC, indicated that Mr. Burnett was being treated for

generalized anxiety disorder and adjustment disorder with anxiety and depression. B. Ex. 11. The psychotherapist also indicated that Mr. Burnett was unable to work at all pending the outcome of medical testing and treatment. B. Ex. 11.

23. As a result of that misinterpretation of the above referenced cardiologist order dated December 10, 2015, and the mistaken belief that Mr. Burnett's doctor had cleared him to return to work after January 7, 2016, on January 20, 2016, the School District's physician concluded that Mr. Burnett was able to return to work effective February 1, 2016. B. Ex.13; N.T. 42.

24. When Mr. Burnett failed to return to work, he was charged with violating the sick leave policy and ordered to appear before the disciplinary hearing officer. District Ex. 183.

25. Mr. Burnett requested a third party psychiatric medical examination. B. Ex. 13.

26. On January 26, 2016, Mr. Burnett's request for a third party medical examination was denied on the basis that the School District's physician had cleared him to return to work. District Ex. 168.

27. Mr. Burnett had not been released to return to work by a physician and did not return. District Ex. 169; N.T. at 73.

28. On February 1, 2016, the director of employee health services requested a disciplinary hearing on behalf of Mr. Burnett. The director of employee health services also stated that Mr. Burnett's request for a third-party medical examination had been denied since there was no difference in opinion and that Mr. Burnett did not report to work as ordered on February 1, 2016. District Ex. 169.

29. On February 17, 2016, Mr. Burnett was scheduled for a hearing as a result of his alleged failure to comply with the School District's sick leave policy. District Ex. 154.

30. On February 17, 2016, a hearing regarding Mr. Burnett's proposed dismissal was heard before the School District's disciplinary hearing officer, Tracie N. Gardner. District Ex. 183; N.T. at 48-49.

31. At the hearing, Carol Ann Kenney, the director of the School District's health services stated that the medical documentation from a duly certified psychologist was not acceptable medical documentation for a third party medical examination. (District Ex. 183; N.T. at 26-27.

32. At the hearing, Mr. Burnett was told to deliver documentation by February 24, 2016, directly to the School District indicating that he was unable to work. District Ex. 183.

33. The School District's disciplinary hearing officer told Mr. Burnett to deliver the medical documentation directly to the employee health services because she was not made aware of any information concerning his medical condition or his disability. N.T. at 58-59.

34. On February 24, 2016, Mr. Burnett presented a packet of medical information that was not accepted by the School District as being sufficient to support Mr. Burnett's medical inability to return to work on February 1, 2016. District Ex.183; N.T. at 28-30.

35. The School District concluded that Mr. Burnett had failed to produce supporting medical documentation to support his claim of inability to return to work on February 1, 2016, and, therefore, the School District was continuing to recommend that Mr. Burnett be dismissed from School District employment for a persistent and willful violation of the School District's sick leave policy. District Ex. 183; N.T. at 27-29.

36. The director of employee health services advised the disciplinary hearing officer that after reviewing the medical information submitted by Mr. Burnett, the recommendation for Mr. Burnett's dismissal would not be amended. District Ex. 183; N.T. at 48-49.

37. After the hearing, the disciplinary hearing officer concluded that because Mr. Burnett had been returned to work by the School District's physician and because Mr. Burnett had not returned to work, that Mr. Burnett had violated the School District's sick leave policy. N.T. 51-52.

38. By letter dated March 7, 2016, Mr. Burnett was informed that he was being recommended for termination because the disciplinary hearing officer had concluded that he had violated the School District's sick leave policy. District Ex. 183.

39. The letter notified Mr. Burnett of the allegations of his inappropriate conduct in the statement of charges against him which, if true, would constitute just cause for his dismissal from employment, pursuant to the Collective Bargaining Agreement (CBA), and, additionally, would constitute a willful violation of or failure to comply with the school laws of the Commonwealth.

40. There is no reference in the March 7, 2016 letter to the content of the sick leave policy, nor any description thereof, nor reference to any specific aspect of the policy alleged to have been violated by Mr. Burnett.

41. There is no reference in the March 7, 2016 letter to any provision of the CBA alleged to be incorporated into the School District's sick leave policy claimed to have been violated by Mr. Burnett, nor any statement that the termination recommendation is based on a violation of the CBA.

42. There is no allegation in the March 7, 2016 letter that the termination recommendation is based on a persistent and willful violation of the School District's sick leave policy.

43. The School District did not provide evidence of any disciplinary actions taken

against Mr. Burnett based on a violation of the School District's sick leave policy occurring prior to the events referenced in the above-referenced March 7, 2016, letter.

44. Mr. Burnett was also informed of his right to a hearing before the School Reform Commission (SRC) and that he had 10 days to appeal the recommended dismissal to the SRC. District Ex. 182-184.

45. On March 9, 2016, Mr. Burnett was approved for disability retirement benefits from the Pennsylvania School Employees' Retirement System (PSERS) to last for one year. B. Ex. 15.

46. Mr. Burnett's disability retirement date was made retroactive to December 3, 2015. B. Ex. 16.

47. On March 11, 2016, Mr. Burnett appealed his recommended termination to the SRC. Appellant's Brief in Support of Preliminary Objections, Exhibit B.

48. A hearing was scheduled and held on May 5, 2016, before Reginald L. Sydnor, Esquire, hearing examiner. N.T. at 1.

49. At the hearing, there were two witnesses for the School District: the director of employee health services and the disciplinary hearing officer. N.T. at 1-4. The School District was represented by Vincent Salandria, Esquire. N.T. at 1-4. There was one witness for the Mr. Burnett, Mr. Burnett himself. N.T. at 1-4. Mr. Burnett was represented by Frank Finch, III, Esquire. N.T. at 1-4.

50. All testimony was under oath (N.T. at 19, 48, 60) and was transcribed. N.T. generally.

51. At the beginning of the hearing, Mr. Burnett's counsel objected to the appeal being heard solely by a hearing officer on the basis that section 1127 and 1128 of the Public

School Code, 24 P.S. §§ 11-1127 and 1128, expressly gives a teacher recommended for discharge the right to a hearing before the board of school directors. N.T. at 5-10.

52. The School District and Mr. Burnett's representatives made arguments regarding preliminary objections on the record and Mr. Burnett's representative later briefed the objections for submission to the SRC. N.T. at 5-10, 107-115.

53. At the hearing before the SRC's hearing officer, the sick leave policy alleged to have been violated by Mr. Burnett was identified by the School District's director of employee health services, marked as Appellant 2 and referred to as A2. B. Ex. 2; N.T. at 38.

54. Following her review and discussion of several sections of the sick leave policy, the director of employee health services was unable to, and, therefore, did not identify any portion of the sick leave policy that had been violated by Mr. Burnett. N.T. 39-43.

55. After completing her testimony regarding the sick leave policy, the director of employee health services turned to the CBA to address the issue of what policy Mr. Burnett is alleged to have violated. N.T. at 43.

56. The sick leave policy contains no reference whatsoever to the CBA nor is there any language in the policy any portion of the CBA. B. Ex. 2.

57. At the hearing, the director of employee health services stated that the CBA between the School District and the PFT provides that all third-party medical evaluations will be conducted by a list of doctors selected from doctors in the appropriate medical specialty as listed in Dorland's Medical Directory. N.T. at 20-21.

58. Although referred to in the testimony, neither the CBA nor Article XIV, § C thereof were introduced into evidence at the hearing, nor included among the School District's documentary exhibits, nor otherwise made part of the record. Accordingly, A2 was the only

document referred to by the School District containing any aspects of a sick leave policy alleged to have been violated by Mr. Burnett that was made part of the record.<sup>2</sup>

59. Regarding Article XIV, § C of the CBA, the School District's attorney stated that any contention by Mr. Burnett that the School District erred in construing or applying that provision could only be resolved pursuant to the grievance procedure set forth in the CBA, and because the Philadelphia Federation of Teachers (PFT) did not file a grievance (or the PFT asked for a grievance and it was rejected) the issue could not be resolved. N.T. at 45.

60. The director of employee health services testified that Article XIV, § C of the CBA was the only written policy referred to by the School District in the asserted violation by Mr. Burnett of the School District's sick leave policy. N.T. at 46.

61. Additionally, the CBA does not state that all medical evaluations will be conducted by a list of doctors selected from doctors in the appropriate medical specialty as listed in Dorland's Medical Directory, only that third party medical evaluations will be conducted by a list of doctors selected from doctors in the appropriate medical specialty as listed in Dorland's Medical Directory. N.T. at 22, 26.

62. At the hearing, the School District indicated that it refused to accept the report from Mr. Burnett's psychotherapist from Evergreen Counseling and Psychological Associates, LLC, that Mr. Burnett was being treated for generalized anxiety disorder and adjustment disorder with anxiety and depression, and that Mr. Burnett was unable to work at all pending the outcome of medical testing and treatment because the report was from a psychotherapist, not a medical doctor. B. Ex. 11; N.T. at 25.

63. At the hearing, the director of employee health services testified that Mr. Burnett

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<sup>2</sup>Article XIV, § C was incorrectly referred to in the record as Article 9. N.T. at 43, 55.

had repeatedly been instructed by the School District to provide a third-party medical examination pursuant to Article XIV, § C of the CBA; and Mr. Burnett was warned that he would be disciplined for failure to provide a medical examination pursuant to the requirements of Article XIV, § C of the CBA. District Ex. 154, 166, 169, 182-184; N.T. at 23, 28.

64. At the hearing, the School District's disciplinary officer, Tracie N. Gardner, testified that Mr. Burnett violated the sick leave policy set forth in Article XIV, § C of the CBA between the School District of Philadelphia and the PFT. N.T. at 43-44.

65. The School District's disciplinary officer testified that she also upheld the School District's recommendation to discharge Mr. Burnett from his School District employment because he violated the sick leave policy. N.T. at 51.

66. At the hearing, Mr. Burnett told the School District representatives that he had been placed on disability retirement for one year by PSERS effective December 3, 2015. B. Ex. 15, 16; N.T. at 88-92.

67. The School District's Department of Health Services was not previously aware of Mr. Burnett's application for disability retirement with the PSERS prior to the hearing. N.T. at 58-59, 136.

68. As a result, as of the date of the hearing, the School District was aware that Mr. Burnett's employment status had been changed and that he had been placed on disability retirement status.

69. On October 13, 2016, following consideration by the SRC of all of the charges against Mr. Burnett and of all of the hearing testimony, exhibits, and arguments presented by Mr. Burnett and the School District, the SRC adopted the findings of fact and the conclusions of law of the hearing officer and approved the School District's recommendation of Mr. Burnett's

dismissal effective March 7, 2016. Index of Pleadings No. 1, Exhibit A.

70. By letter dated February 10, 2017, the School District indicated that it has withdrawn its “for cause” termination of Mr. Burnett, and Mr. Burnett is now eligible to apply for restoration to service with the School District. Index of Pleadings No. 9.

71. The record before the Secretary is devoid of any evidence that the SRC has reinstated Mr. Burnett to employment with the School District.

### **LEGAL STANDARDS**

Mr. Burnett was dismissed pursuant to Section 1122 of the Public School Code, which provides, in pertinent part:

The only valid causes for termination of a contract heretofore or hereafter entered into with a professional employee shall be ...unsatisfactory teaching performance based on two (2) consecutive ratings of the employe’s teaching performance that are to include classroom observations, not less than four (4) months apart, in which the employe’s teaching performance is rated as unsatisfactory;...persistent negligence in the performance of duties; willful neglect of duties; persistent and willful violation of or failure to comply with school laws of this Commonwealth (including official directives and established policy of the board of directors); on the part of the professional employe:

(b) Nothing within the foregoing enumeration of causes ...shall be interpreted to conflict with the retirement of professional employes upon proper evidence of disability...

24 P.S. § 11-1122.

A tenured professional employee may only be dismissed for the reasons set forth in Section 1122 of the Public School Code. *Foderaro v. Sch. Dist. of Philadelphia*, 531 A.2d 570, 571 (Pa. Cmwlth. 1987). “It is thus apparent that the legislature intended to protect tenure except for the serious charges listed.” *Lauer v. Millvale Area Sch. Dist.*, 657 A.2d 119, 121 (Pa. Cmwlth. 1995). The purpose of Section 1122 is to provide “the greatest protection possible against dismissal.” *Id.* at 121. In short, the grounds for dismissal listed in Section 1122 must be strictly construed in favor of the professional employee and against the School District.

*McFerren v. Farrell Area Sch. Dist.*, 993 A.2d 344 (Pa. Cmwlth. 2010).

Section 1131 of the School Code, 24 P.S. § 11-1131, vests the Secretary with authority to hear appeals brought by professional employees from actions of school boards. The Secretary has the authority to review the school board's termination decision *de novo*. *Belasco v. Board of Public Educ. of the Sch. Dist. of Pittsburgh*, 510 A.2d 337, 343 (Pa. 1986). The credibility of witnesses and the weight to be accorded their testimony is within the exclusive province of the Secretary. *Rhodes v. Laurel Highlands Sch. Dist.*, 544 A.2d 562 (Pa. Cmwlth. 1988).

Additionally, the Secretary is not required to make specific findings as to the credibility of each and every witness where the decision itself reflects which witnesses were believed and upon whose testimony the Secretary relied. *Forrest Area Sch. Dist. v. Shoup*, 621 A.2d 1121, 1124 (Pa. Cmwlth. 1993). Furthermore, the Secretary is the ultimate fact finder when, as here, he decides to make findings of fact. *Belasco v. Board of Public Educ. of the Sch. Dist. of Pittsburgh*, 510 A.2d 337 (Pa. 1986). The Secretary makes findings of fact based on the preponderance of the evidence. *Fisler v. State System of Higher Educ.*, 78 A.3d 30, 47 (Pa. Cmwlth. 2013).

### **DISCUSSION**

Initially, I find Mr. Burnett's testimony to be credible and also accept as credible the letter of the School District that indicates that the School District has withdrawn its for cause termination of Mr. Burnett, and that Mr. Burnett is now eligible to apply for restoration to service with the School District. (Index of Pleadings No. 9).

#### **I. Review of the record by the SRC, as well as the Secretary's *de novo* review, insures that Mr. Burnett received due process of law.**

Mr. Burnett claims that the School District denied him due process of law. Mr. Burnett's brief at 1-2, 8-17, 35-39. Initially, I note that due process requires that Mr. Burnett be given notice of the charges against him and an opportunity to be heard. 2 Pa.C.S. § 501 *et seq.*; *McCoy*

*v. Lincoln Intermediate Unit No. 12*, 391 A.2d 1119 (Pa. Cmwlt. 1978). Due process also requires that a litigant have, at some stage of a proceeding, a neutral fact finder. *Katruska v. Bethlehem Center Sch. District*, 767 A.2d 1051 (Pa. 1997).

Mr. Burnett alleges that he was denied due process of law because no member of the SRC attended the hearing in violation of the School Code. This allegation finds no support in the law. “A *de novo* review entails full consideration of the case another time; the Secretary, in effect, is substituted for the Board, the prior decision maker, and re-decides the case.” *Forest Area School District v. Shoup*, 621 A.2d 1121, 1125 (Pa. Cmwlt. 1993), citing *Civitello v. Department of Transportation, Bureau of Traffic Safety*, 315 A.2d 666 (Pa. Cmwlt. 1974). The *de novo* review conducted by the Secretary eliminates any alleged due process denial in the conduct of the hearing held locally. *Katruska*, 767 A.2d 1051. Specifically, “the Secretary of Education’s *de novo* review of the decision of a school board ensures that the requirements of due process are satisfied.” *Id.* at 1056.

Accordingly, following my *de novo* review, I conclude that Mr. Burnett has received due process of law.

Furthermore, the SRC did not violate the School Code by appointing a hearing officer to preside solely over a transcribed hearing on the proposed dismissal of a tenured teacher without any members of the SRC to hear the testimony because the SRC reviewed the record prior to properly dismissing Mr. Burnett. See 24 P.S. § 11-1129; *Neshaminy Sch. Dist. v. Neshaminy Federation of Teachers*, 84 A.3d 391 (Pa. Cmwlt. 2014). The SRC members can vote on Mr. Burnett’s dismissal even if they do not hear all of the evidence as long as the members have reviewed the record prior to making their decision. *Kaczmarcik v. Carbondale Area Sch. Dist.*,

625 A.2d 126 (Pa. Cmwlth. 1993).

**II. Mr. Burnett did not persistently and willfully violate and/or fail to comply with the school laws of this Commonwealth and, as a result, the preponderance of the evidence does not support the termination of Mr. Burnett with the School District.**

Section 1122 of the School Code governs the termination of tenured professional employees and sets forth the only valid causes for termination of a professional employee, which includes a “persistent and willful violation of or failure to comply with school laws of this Commonwealth (including official directives and established policy of the board of directors).” 24 P.S. § 11-1122.

The purpose of Section 1122 is to provide “the greatest protection possible against dismissal.” *McFerren v. Farrell Area Sch. Dist.*, 993 A.2d 344, 353 (Pa. Cmwlth. 2010); (quoting *Lauer v. Millville Area Sch. Dist.*, 657 A.2d 119, 121 (Pa. Cmwlth. 1995)). “Stated otherwise, Section 1122 was not intended to provide a school district with an arsenal of weapons to use when it wishes to relieve itself of its contractual obligations to a professional employee.” *Id.* “[T]o dismiss a professional employee protected by contract requires a serious reason, not ‘picayune and unwarranted criticisms.’” *Id.* (quoting *Lauer*, 657 A.2d at 123). “In short, the grounds for dismissal listed in Section 1122 must be strictly construed in favor of the professional employee and against the school district.” *Id.*

The School Code does not define “persistent and willful violation.” See 24 P.S. §§ 11-1101 and 11-1122. However, Pennsylvania courts interpret these terms based on their common and approved usage. *Kinniry v. Abington Sch. Dist.*, 673 A.2d 429 (Pa. Cmwlth. 1996).

“Persistent” generally means “continuing” or “constant.” *Lucciola v. Secretary of Educ.*, 360 A.2d 310, 312 (Pa. Cmwlth. 1976). Persistency is shown where the improper conduct is

repeated in a series of separate incidents over a substantial period of time. *Horton v. Jefferson County-Dubois Area Vocational Tech. Sch.*, 630 A.2d 481 (Pa. Cmwlth. 1993).

On the other hand, “[w]illfulness requires the presence of intention and at least some power of choice.” *Horton*, 630 A.2d at 483. While willfulness or intent can often be inferred from the nature of a particular violation, such intent is not to be presumed where facts do not so indicate. *Cowdery v. Bd. of Educ. of Sch. Dist. of Philadelphia*, 531 A.2d 1186 (Pa. Cmwlth. 1987). Thus, a persistent and willful violation of or failure to comply with school laws requires three elements: persistency, willfulness and a violation of school law. *See Horton*, 630 A. 2d at 430-431.

“The charge of willful and persistent violation of school laws and the charge of persistent negligent performance of job duties seem often to be combined in a discharge proceeding.” *McFerren*, 993 A.2d at 357. The same act or conduct may be used to support both charges. *Id.* To establish either charge, the school district must show persistency.

In the instant case, I conclude that there is no evidence whatsoever of any failure, much less a “persistent” or “willful” failure on the part of Mr. Burnett to violate the sick leave policy. Moreover, there have been no other charges, prior to the March 7, 2016 charges, that Mr. Burnett violated the sick leave policy.

Mr. Burnett submitted proper school district forms and other medical reports as required by law and the sick leave policy of the School District. B. Ex. 2. Moreover, the precise event that caused the termination recommendation – Mr. Burnett's failure to return to duty on February 1, 2016, as ordered – as reflected in the letter dated March 7, 2016, was based on a return to duty directive stemming from an apparent unfortunate misinterpretation by the School District’s staff of an entry on a School District form (*See B. Ex.10*) and the resultant mistaken belief that Mr.

Burnett's physician had cleared him to return to work after January 7, 2016. In fact, none of Mr. Burnett's health care providers cleared him to return to duty, and one of them expressly, in the SEH-3 *See* B. Ex.11 dated January 12, 2016, indicated otherwise.

I find insufficient support in the record for the allegation that Mr. Burnett persistently and willfully violated and/or failed to comply with the school laws of the Commonwealth, including the official directives and established policy of the board of directors. I conclude that the School District has not met its burden of proof, and reverse the decision to terminate Mr. Burnett's employment as a tenured professional employee pursuant to Section 1122 of the School Code. Accordingly, the following order is entered.

**IN THE OFFICE OF THE SECRETARY OF EDUCATION  
COMMONWEALTH OF PENNSYLVANIA**

RONALD HARRISON BURNETT, III	:	
Appellant	:	
	:	
v.	:	Teacher Tenure Appeal
	:	No. 04-16
	:	
SCHOOL DISTRICT OF PHILADELPHIA	:	
SCHOOL REFORM COMMISSION	:	
Appellee	:	

**ORDER**

AND NOW this 27<sup>th</sup> day of June, 2017, the Secretary reverses the School Reform Commission's decision to dismiss Ronald Harrison Burnett III, a tenured professional employee, in accordance with the foregoing opinion.



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Pedro A. Rivera  
Secretary of Education

Date Mailed: June 27, 2017