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	)	Decision regarding
In Re: LISA LAWSON	)	COMPLAINT 25-26
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Respondent	)	
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I. PROCEDURAL POSTURE

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over Dr. Lawson, Superintendent of the Brandywine School District. The Commission also made a preliminary finding that the Complaint alleged sufficient facts that, if true, would support a finding of a violation of the State Code of Conduct.³ Commission Counsel then communicated with Dr. Lawson's attorney regarding scheduling a hearing pursuant to 29 *Del. C.* § 5810. Both the Commission and Dr. Lawson decided to agree to certain stipulated facts, obviating the need for a hearing.

II. THE COMPLAINT

The Complaint alleged that in the Spring of 2025, Dr. Lisa Lawson violated 29 *Del. C.* § 5805(a)(1) by failing to recuse herself from the process that ended with her stepson, Jeffery Lawson, being transferred from the principal of Talley Middle School to principal at Concord High School. The second allegation was that in the Spring of 2025, Dr. Lisa Lawson violated 29 *Del. C.* § 5806(a) by failing to recuse herself from the process that ended with her stepson, Jeffery Lawson, being transferred from the principal of Talley Middle School to principal at Concord High School.

³ See Attachment B.

III. FACTS⁴

1. Lisa Lawson, Ed.D., has been the Superintendent of Brandywine School District (the “District”) since 2024. Previously, she held the roles of Deputy Superintendent, Assistant Superintendent, Executive Director of Special Education & Student Support Services, and Director of Special Education since 2015.
2. The role of Superintendent is the highest administrative position in the District.
3. As Superintendent, Dr. Lawson’s contractual responsibilities include “responsibility for the assignment . . . of all personnel of the District.” Attachment C at para. 4(b) (Superintendent’s Contract). As Superintendent, Dr. Lawson has no one above her to delegate duties to if she were to recuse herself regarding staffing decisions.
4. Lisa Lawson has a stepson by marriage, Jeff Lawson Jr., who has been employed by the Brandywine School District since 2015. Mr. Lawson has been the Principal of Talley Middle School since 2022. Previously, he served as Assistant Principal, Dean of Students, and special education teacher at Talley Middle School.

⁴ As noted above, the following facts were stipulated to by both the Commission and Dr. Lawson.

5. At the Brandywine School Board meeting on October 21, 2024, Dr. Lawson recommended salary increases for a group of administrators that included Jeff Lawson. Dr. Lawson shared information that the money was being provided by the State and would not affect the ongoing teacher salary negotiations.
6. In December of that year, Dr. Lawson contacted the PIC for guidance following concerns that had been raised in the community about her involvement in presenting to the Board regarding salary increases that would affect Jeff Lawson.
7. In a written decision on February 5th, 2025⁵, the PIC decided that “the Commission found no conflict in this case. Your role as Superintendent requires you to make sure decisions are made with all the necessary information. As you mentioned during the Meeting, you understand you cannot directly advocate for your stepson’s career, but the information you provided during the School Board meeting was not that.”⁶ They further concluded, “You did not violate the Code of Conduct by giving information regarding administrators’ salaries during the School Board Meeting.”⁷ The decision further noted that “He [your stepson] would not

⁵ See Attachment D. The Commission’s advisory opinion is made public pursuant to 19 *Del. C.* § 5807(b)(1).

⁶ Attachment D at 3.

⁷ *Id.*

qualify as a ‘close relative’ under the statutory definition as he was an adult when he became your stepson and you did not adopt him.”⁸ The decision also stated that her “stepson is a close family member of your husband and a close relative of yours”.⁹

8. Transfers within the Brandywine School District are decided as part of an annual process where the Executive Team meets to discuss and reach consensus on transfers, including principals to principals, assistant principals to assistant principals, and deans of students to deans of students. For many reasons, transfers are preferred over public posting of positions and more often than not, principal positions in Brandywine School District are not posted. The District believes that the optics to the community are not good when there are regular postings for leadership positions. In addition, historically, the District has not received quality candidates from outside the District in response to postings.
9. Principals moved to another school as principals within districts are considered a “reassignment” or “transfer” because the title does not change. However, being the principal of a high school can be considered more prestigious than being a principal of a lower school.

⁸ *Id* at 2.

⁹ *Id*.

10. For the upcoming 2025-26 school year, members of the Executive Team met on two different occasions to discuss staffing changes. On May 2, 2025, following interviews for the open Director positions at the District level (for which the then-Principals of Concord and Mount Pleasant High Schools had applied), five members of the Executive Team met to debrief the interviews for the District positions.¹⁰ Dr. Lawson facilitated that discussion. When consensus was reached that both principals would be moved to the District positions, the discussion then moved to filling the vacant principal positions. Dr. Lawson consciously avoided contributing to this discussion. She waited for the team to reach a consensus and ensured that all members had an opportunity to share their opinions. The Executive Team, without Dr. Lawson's input but in her presence, reached a consensus to transfer Jeff Lawson to the open Principal of Concord High School position.
11. This decision was based on Mr. Lawson's excellent record and reputation as the Principal of Talley Middle School. In addition, he was the only Principal or Assistant Principal who indicated he was interested in the position in his administrative survey. Furthermore, many Talley Middle

¹⁰ The members in addition to Dr. Lawson were: Director of Curriculum & Instruction, Director of Secondary Schools, Director of School Climate & Culture, and Communications Officer.

School students go on to attend high school at Concord High School which makes the leadership change an easy transition for the students.

12. The second meeting occurred a few days later on May 5, 2025 with members of the Executive Cabinet: Assistant Superintendent, Director of Human Resources, and Chief Financial Officer. The purpose of that meeting was to inform the rest of the Executive Team of the decisions reached in the meeting on May 2.
13. Following the May 5, 2025 meeting, the Human Resources Director prepared the “Monthly Personnel Report” to be presented to the School Board for its May 12, 2025 meeting. The Report included a recommendation to transfer Jeff Lawson from principal of Talley Middle School to Principal of Concord High School.
14. Because of her relationship with Jeff Lawson and on the advice of the PIC, Dr. Lawson recused herself from the Executive Session of the May 12 Board Meeting, which was held to discuss personnel matters. Dr. Kenneth Rivera, Assistant Superintendent, and Delethia McIntire, Human Resources Director, presented the administrative transfers to the Board of Education, advocating and justifying the recommended changes. The School Board was fully aware of the relationship between Principal Jeff Lawson and

Superintendent Lisa Lawson when it voted to approve the recommended personnel changes in the Monthly Personnel Report.

15. For the transfer of Jeff Lawson to a different Principal position, the District followed the same procedures it always follows regarding the transfer of a staff member: the Executive Team met to discuss and agree on the transfers, and the consensus was presented to the Board in the form of a recommendation from the Superintendent. Dr. Lawson has submitted reports to support the Executive Team's determination of Mr. Lawson's superior performance as Principal of Talley Middle School, including high academic testing, lowered disciplinary rates, and reviews from staff and parents. Attachment E. The PIC has no reason to doubt Jeff Lawson's qualifications for the position of Principal of Concord High School.
16. Dr. Lawson represented that she reread the February 5, 2025 PIC decision many times, and that she believed based on the language of that decision and her duty as a Superintendent to make staffing decisions, that she acted appropriately regarding Mr. Lawson's transfer because she did not "advocate" for him. She did not actively participate in the discussion before the Executive Team regarding Mr. Lawson, and she recused herself from the presentation to the School Board.

IV. APPLICABLE LAW

The Complaint alleged that Dr. Lawson violated the following provisions of the State Code of Conduct:

29 Del. C. § 5805(a)(1). *Restrictions on exercise of official authority.* — No state employee, state officer or honorary state official may participate on behalf of the State in the review or disposition of any matter pending before the State in which the state employee, state officer or honorary state official has a personal or private interest, provided, that upon request from any person with official responsibility with respect to the matter, any such person who has such a personal or private interest may nevertheless respond to questions concerning any such matter. A personal or private interest in a matter is an interest which tends to impair a person's independence of judgment in the performance of the person's duties with respect to that matter. (1 count).

29 Del. C. § 5806(a). *Code of Conduct.* — Each state employee, state officer and honorary state official shall endeavor to pursue a course of conduct which will not raise suspicion among the public that such state employee, state officer or honorary state official is engaging in acts which are in violation of the public trust and which will not reflect unfavorably upon the State and its government. (1 count).

V. DISCUSSION

The Commission reviewed both alleged violations using the stipulated facts. The Commission first examined the alleged violation of 29 Del. C. § 5805(a)(1). The Commission found that Mr. Lawson, as Dr. Lawson's stepson, qualified as a 'personal interest' under the statute. While Mr. Lawson is not a close relative as defined by 29 Del. C. § 5804(1), and therefore does not represent a *per se* personal interest such as those listed in 29 Del. C. § 5805(a)(2), the Commission found that their close familial relationship qualifies as a 'personal

interest’. This finding tracked the Commission’s previous guidance to Dr. Lawson in its February 5, 2025 decision. The Commission then found that Dr. Lawson “participate[d] on behalf of the State in the review”¹¹ of Mr. Lawson’s promotion¹² when she facilitated the Executive Team’s discussion of the open principal positions. The Commission found that Dr. Lawson did not recuse herself from this discussion just because she “consciously avoided contributing to this discussion”. Her presence during the meeting in which Mr. Lawson’s transfer to Concord High School was decided was inappropriate due to both her known relation to Mr. Lawson and her position as Superintendent.

The Commission did not find Dr. Lawson’s invocation of the Commission’s February 5, 2025 decision beneficial to her argument. That opinion clearly stated that Mr. Lawson presented a personal interest for Dr. Lawson. The Commission found that in that specific circumstance there was no violation, mainly because the benefit in question would accrue not just to Mr. Lawson, but to anyone similarly situated. Here, the benefit was to Mr. Lawson alone. The Commission decided that Dr. Lawson violated 29 *Del. C.* § 5805(a)(1) by participating in the discussions that lead to Mr. Lawson’s promotion.

¹¹ 29 *Del. C.* § 5805(a)(1).

¹² Technically, under school district HR guidelines, the move from a middle school principal to a high school principal is a ‘reassignment’ or ‘transfer’. The Commission finds that ‘promotion’ is the more appropriate term due to the increased prestige of the high school position compared to the middle school position.

The Commission then focused on the appearance of impropriety standard in the Code of Conduct. To determine if an appearance of impropriety has occurred, the Commission considers whether a reasonable person, knowledgeable of all the relevant facts, would still believe that the official's duties could not be performed with honesty, integrity and impartiality.¹³ In weighing appearance of impropriety issues, the Commission examines the totality of the circumstances.¹⁴ Those circumstances are examined within the framework of the Code's purpose which is to achieve a balance between a "justifiable impression" that the Code is being violated by an official, while not "unduly circumscribing" their conduct so that citizens are encouraged to assume public office and employment.¹⁵

The Commission first considered the following mitigating factors. Dr. Lawson, as Superintendent, is the highest administrator in the District, with responsibility for the assignment of all personnel of the District. Therefore, there is no one above her to delegate duties to if she needs to recuse. The Commission does not take this obligation lightly. Additionally, Dr. Lawson previously reached out to the Commission regarding an ethical issue and seems to have made an effort to follow the advice in this situation, even if her interpretation of the

¹³ *In re Williams*, 701 A.2d 825 (Del. 1997).

¹⁴ *See, e.g., Commission Op. No. 97-23 and 97-42.*

¹⁵ 29 *Del. C.* §§ 5802(1) and 5802(3).

Commission's opinion was incorrect. Finally, the evidence presented to the Commission suggests that Mr. Lawson was qualified for the position.

The Commission then turned to consideration of the aggravating factors. While mentioned above that Dr. Lawson previously sought guidance regarding potential conflicts arising out of Mr. Lawson's employment in the School District, that Commission opinion should have put Dr. Lawson on alert for potential conflicts, especially here where the issue was relevant only to Mr. Lawson.¹⁶

Based on the information above, the Commission found that Dr. Lawson violated 29 *Del. C.* § 5806(a) by failing to recuse herself from the discussions that lead to Mr. Lawson's promotion.

VI. CONCLUSION

Based upon the above facts, evidence and law, the Commission unanimously voted to find that: (1) Dr. Lawson violated 29 *Del. C.* § 5805(a)(1), by failing to recuse herself from discussions regarding the promotion of her stepson, Jeff Lawson; and (2) created an appearance of impropriety by failing to recuse, a violation of 29 *Del. C.* § 5806(a). Pursuant to statute, 29 *Del. C.* § 5810(d), "[w]ith respect to any violation with which a person has been charged

¹⁶ The Commission also notes, that while not directly relevant to its finding, the lack of a formal procedure for filling job positions such as this one only creates more potential ethical issues. For example, the fact that some jobs are publicly posted while others are seemingly filled in private based on communications with potential applicants, only serves to muddy the waters when it comes to determining if there was an ethical violation.

and which the Commission has determined as proved, the Commission may...[i]ssue a written reprimand or censure of that person’s conduct.”

Consequently, a copy of this opinion letter will be made available to the public.

It is so ordered, this 16th day of September 2025.
FOR THE PUBLIC INTEGRITY COMMISSION

/s/ Ron Chaney

Ronald Chaney

Chair

/s/ Susan Bunting

Dr. Susan Bunting

Vice-Chair

/s/ Melissa Harrington

Dr. Melissa Harrington

Vice-Chair

/s/ Andrew T. Manus

Andrew T. Manus

Commissioner

/s/ F. Gary Simpson

Hon. F. Gary Simpson

Commissioner

/s/ Susan Del Pesco

Hon. Susan Del Pesco

Commissioner

Attachment A

Complaint

IN RE: LISA LAWSON

Respondent

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COMPLAINT 25-26

1. This Complaint was initiated by the State Public Integrity Commission (“PIC” or “Commission”) pursuant to the statutory authority granted in Title 29, Ch. 58 of the Delaware Code.¹ The PIC is the agency responsible for the enforcement and administration of the State Code of Conduct.² All attachments are hereby incorporated by reference.

2. The Commission's jurisdiction is limited to interpreting Title 29, Del. C., Ch. 58.³ It may only act if it has jurisdiction over the party charged and jurisdiction over the Complaint's substance.

³ See, e.g., 29 Del. C. § 5808(a) and § 5809(3).

3. Dr. Lisa Lawson is the Superintendent of the Brandywine School District. A ‘State employee’ is any person who receives compensation as an employee of a state agency.⁴ A ‘State agency’ is defined, in pertinent part, as “any . . . school district, board of education”.⁵ Therefore, Dr. Lawson is a State employee as defined by statute.
4. The Complaint sets forth violations of the State Code of Conduct, Title 29, Ch. 58.⁶ over which this Commission has exclusive jurisdiction.

PROCEDURAL HISTORY

5. The Commission met on June 17, 2025, to review this Complaint.

FACTS

6. On May 9, 2025, Counsel spoke to Dr. Lawson by phone. The phone call concerned Dr. Lawson’s stepson, Jeff Lawson. The phone call was characterized as a ‘self-report’ by Dr. Lawson.
7. On or about that same day, the PIC received an anonymous complaint left in a voicemail regarding Dr. Lawson and Jeff Lawson. Over the next week another anonymous complaint was received. Additionally, the PIC received requests for comment from Spotlight Delaware regarding the same matter.

⁴ 29 Del. C. 5804(12).

⁵ 29 Del. C. 5804(11).

⁶ 29 Del. C. § 5810(h).

8. Jeff Lawson was the Principal at Talley Middle School in Brandywine School District.
9. Recently two high school principal positions opened – one of which was at Concord High School.
10. Subsequently, Superintendent Lawson met with her Executive Team, of which it is believed that six of the ten members were present for the meeting. Dr. Lawson lead the discussion of which potential candidates would be right for the job. Dr. Lawson stated the consensus was that it would be best to move Mr. Lawson from being principal at Talley Middle School to principal at Concord High School. This decision was based on data collected from surveys of administrators district-wide. Additionally, many Talley Middle School students go on to attend high school at Concord High School.
11. The move from middle school principal to high school principal is considered a lateral move in that both positions are a ‘principal’ position. However, pay rates may vary due to differing job duties in the different positions.
12. There is no evidence that the principal opening was posted publicly to allow all interested candidates to apply.
13. Mr. Lawson’s change in position was announced in May of 2025 and immediately raised concerns among some members of the community.

14. The Brandywine School Board subsequently voted to approve moving Mr. Lawson into the Concord High School principal position.

LAW

15. 29 Del. C. § 5805(a)(1). *Restrictions on exercise of official authority.*

— No state employee, state officer or honorary state official may participate on behalf of the State in the review or disposition of any matter pending before the State in which the state employee, state officer or honorary state official has a personal or private interest, provided, that upon request from any person with official responsibility with respect to the matter, any such person who has such a personal or private interest may nevertheless respond to questions concerning any such matter. A personal or private interest in a matter is an interest which tends to impair a person's independence of judgment in the performance of the person's duties with respect to that matter.

16. 29 Del. C. § 5806(a). *Code of Conduct.* - Each state employee, state officer and honorary state official shall endeavor to pursue a course of conduct which will not raise suspicion among the public that such state employee, state officer or honorary state official is engaging in acts which are in

violation of the public trust and which will not reflect unfavorably upon the State and its government.

ALLEGATIONS

17. Dr. Lisa Lawson did violate 29 *Del. C.* § 5805(a)(1) by failing to recuse herself from the process of selecting a new principal at Concord High School when her stepson Jeff Lawson was a candidate for the position, a violation of the State Code of Conduct.

18. Dr. Lisa Lawson did violate 29 *Del. C.* § 5806(a) by failing to recuse herself from the process of selecting a new principal at Concord High School when her stepson Jeff Lawson was a candidate for the position, a violation of the State Code of Conduct.

Attested To By:

/s/ Benjamin Warshaw

Date: 6/17/2025

Benjamin M. Warshaw, Esq.
Commission Counsel

Attachment B

Preliminary Hearing Opinion

**BEFORE THE STATE PUBLIC INTEGRITY COMMISSION
IN AND FOR THE STATE OF DELAWARE**

In Re: LISA LAWSON

Respondent

COMPLAINT 25-26

**PRELIMINARY HEARING ON EVIDENCE BEFORE THE
COMMISSION**

Hearing and Decision By: Ronald Chaney (Chair). Commissioners: Andrew T. Manus, Hon. Alex Smalls, Hon. F. Gary Simpson, Dr. Susan Bunting, Dr. Melissa A. Harrington, Hon. Susan Del Pesco

I. PROCEDURAL POSTURE

Commission Counsel has the statutory authority to review and investigate potential violations of the Code of Conduct.¹ After review and investigation of this matter, Commission Counsel, Benjamin M. Warshaw, Esq., drafted a Complaint for the Commission's review.² All attachments to the original Complaint are hereby incorporated by reference.

¹ 29 Del. C. § 5808A(2) & (3).

² See Complaint 25-26.

On June 17, 2025, the Commissioners met to review the Complaint against Dr. Lisa Lawson, a State employee.

II. JURISDICTION

The Commission's jurisdiction is limited to interpreting Title 29, Del. C., Ch. 58.³ It may only act if it has jurisdiction over the party charged and jurisdiction over the Complaint's substance.

A. Personal Jurisdiction

Dr. Lisa Lawson is the Superintendent of the Brandywine School District. A 'State employee' is any person who receives compensation as an employee of a state agency.⁴ A 'State agency' is defined, in pertinent part, as "any . . . school district".⁵ Dr. Lisa Lawson is a State employee for all relevant time periods at issue in the Complaint.

B. Subject Matter Jurisdiction

The Commission can only address alleged violations of "this chapter"- Title 29, Ch. 58.⁶ The Complaint alleged that Dr. Lisa Lawson violated: 29 *Del. C.* § 5805(a)(1) and 29 *Del. C.* § 5806(a). The alleged conduct fell within the Commission's statutory jurisdiction.

III. FACTS SPECIFIC TO THE VIOLATIONS

³ See, e.g., 29 *Del. C.* § 5808(a) and § 5809(3).

⁴ 29 *Del. C.* § 5804(12).

⁵ 29 *Del. C.* § 5804(11)

⁶ 29 *Del. C.* § 5810(h).

The Commission first examined the Complaint to determine if the allegations were frivolous or failed to state a violation.⁷ At this stage of the proceedings all facts are assumed to be true.⁸ Allegations that are deemed to be frivolous or that fail to state a claim should be dismissed.⁹ The remaining allegations are then examined to determine if a majority of the Commission has reasonable grounds to believe a violation may have occurred.¹⁰ "Reasonable grounds to believe" is essentially whether there is any reasonably conceivable set of circumstances susceptible of proof of the allegation.¹¹

Generally, the Complaint alleged that Dr. Lisa Lawson violated the State Code of Conduct. Specifically, the Complaint alleged that Dr. Lisa Lawson participated in the process that selected her stepson, Jeff Lawson, to be the next Principal of Concord High School. Dr. Lawson did so, in part, by leading the discussion with her Executive Team in which Mr. Lawson was identified as the chosen candidate. By participating in the selection of Mr. Lawson, Dr. Lawson's stepson, Dr. Lisa Lawson was in violation of 29 *Del. C.* § 5805(a)(1) and 29 *Del. C.* § 5806(a).

⁷ 29 *Del. C.* § 5809(3); *Commission Rules*, p.3, III(A).

⁸ 29 *Del. C.* § 5808(A)(a)(4).

⁹ 29 *Del. C.* § 5809(3).

¹⁰ "Reason to believe" means "probable cause." *Coleman v. State*, 562 A.2d 1171, 1177 (Del., 1989). "Probable cause" means facts and circumstances are enough to warrant a person of reasonable caution to believe an offense occurred. *State v. Cochran*, 372 A.2d 193, 195 (Del., 1977).

¹¹ Superior Court Rules are used because if a violation is found, the individual may appeal to that Court. 29 *Del. C.* § 5810(h)(2). *Spence v. Funk*, 396 A.2d 967 (Del. Super., 1978) (interpreting motion to dismiss under Super. Ct. Civ. Rule of Procedure 12(b))

IV. APPLICABLE LAW

A. Standard of Review

As noted, at this stage all of the proceedings are assumed to be true.¹² For the matter to move forward to a disciplinary hearing, a majority of the Commission must find reasonable grounds to believe a violation may have occurred.¹³ "Reasonable grounds to believe" is essentially whether there is any reasonably conceivable set of circumstances susceptible of proof of the allegation.¹⁴

B. 29 Del. C. § 5805(a)(1). *Restrictions on exercise of official authority.* — No state employee, state officer or honorary state official may participate on behalf of the State in the review or disposition of any matter pending before the State in which the state employee, state officer or honorary state official has a personal or private interest, provided, that upon request from any person with official responsibility with respect to the matter, any such person who has such a personal or private interest may nevertheless respond to questions concerning any such matter. A personal or private interest in a matter is an interest which tends to impair a person's independence of judgment in the performance of the person's duties with respect to that matter.

On or about the time period starting May 1, 2025, Dr. Lisa Lawson, a State employee, did violate 29 Del. C. § 5805(a)(1) by failing to recuse herself from the

¹² 29 Del. C. § 5808A(a)(4).

¹³ "Reason to believe" means "probable cause." *Coleman v. State*, 562 A.2d 1171, 1177 (Del., 1989). "Probable cause" means facts and circumstances are enough to warrant a person of reasonable caution to believe an offense occurred. *State v. Cochran*, 372 A.2d 193, 195 (Del., 1977).

¹⁴ *Spence v. Funk*, 396 A.2d 967 (Del. Super., 1978) (interpreting motion to dismiss under Super. Ct. Civ. Rule of Procedure 12(b)). Superior Court Rules are used because if a violation is found, the individual may appeal to that Court. 29 Del. C. § 5810(h)(2).

process of selecting a new principal at Concord High School when her stepson, Jeff Lawson, was a candidate for the position, a violation of the State Code of Conduct.

The Commission determined this count was substantiated by the information provided by Dr. Lawson.

C. 29 Del. C. § 5806(a). Code of Conduct. - Each state employee, state officer and honorary state official shall endeavor to pursue a course of conduct which will not raise suspicion among the public that such state employee, state officer or honorary state official is engaging in acts which are in violation of the public trust and which will not reflect unfavorably upon the State and its government.

On or about the time period starting May 1, 2025, Dr. Lisa Lawson, a State employee, did violate 29 Del. C. § 5806(a) by failing to recuse herself from the process of selecting a new principal at Concord High School when her stepson, Jeff Lawson, was a candidate for the position, a violation of the State Code of Conduct.

The Commission determined this count was substantiated by the information provided by Dr. Lawson.

V. CONCLUSION

Based on the above facts and law, all Commissioners found that there was reason to believe that violations of 29 Del. C. § 5805(a)(1) and 29 Del. C. §

5806(a) may have occurred. A notice of a formal hearing date will be sent to you (or your attorney) under separate cover.

It is so ordered, this 17th day of June 2025.

FOR THE PUBLIC INTEGRITY COMMISSION

/s/ *Ronald Chaney*

Ronald Chaney
Chair

Attachment C

Superintendent's Contract



BRANDYWINE SCHOOL DISTRICT

1311 Brandywine Boulevard
Wilmington, DE 19809-2306

302-793-5000
brandywineschools.org

LINCOLN HOHLER
Superintendent

JOHN A. SKROBOT, III
President, Board of Education

JASON HELLER
Vice President, Board of Education

SUPERINTENDENT'S CONTRACT

AGREEMENT made on this 13th day of June, 2024, by and between the Board of Education of the Brandywine School District (the "Board") and **Dr. Lisa A. Lawson** (the "Superintendent").

The Board and the Superintendent mutually agree as follows:

1. **Employment.** The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment upon the terms and conditions of this Agreement, as Superintendent commencing **July 1, 2024**, and expiring **June 30, 2027**, unless the Board shall terminate the Superintendent's services in accordance with Delaware law, and the provisions of Paragraph 10 below, and provided the Superintendent continues to satisfy the State certification requirements. For purposes of the assignment of duties by the Board to the Superintendent, a school year shall be a period of 12 months, beginning on July 1st and ending June 30th.
2. **Salary.** The Superintendent's annual salary is composed of a combination of funds from State, and local sources. The Superintendent shall be paid a minimum of the mandated State salary during the term of this contract plus local funds determined by the Board totaling \$202,500.00. The salary of the Superintendent shall be reviewed on an annual basis beginning with the 2025-2026 contract year. The Superintendent shall receive no less than the same annual salary increase (including state and local shares) received by other District administrators. The annual salary of the Superintendent shall not be decreased unless, within the discretion of the Board, there is a reduction in salary for all District administrators.
3. **Benefits.**
 - a. The Superintendent shall receive 24 days of vacation and designated State holidays annually, and shall be entitled to leave, in accordance with the provisions of Section 1318 of Title 14 of the Delaware Code. At the end of each contract year, accrued but unused vacation days shall be paid in a lump sum to the Superintendent at the Superintendent's daily rate of pay based on 250 workdays per year.
 - b. The Superintendent shall receive all benefits normally afforded to 12-month professional employees of the School District, as well as the following benefits fully paid:
 - i. Medical/Prescription
 - ii. Dental Plan
 - iii. Vision Benefits
 - iv. Life Insurance
 - v. Disability Insurance
 - vi. Employee Assistance Program
 - c. **Reimbursement of Expenses** - The District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the performance of the Superintendent's duties. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Cost may include, but

It is the directive of the Board of Education that the Brandywine School District shall not discriminate in its employment practices or its educational programs and activities for students on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age, veteran status or other legally protected characteristic. All policies, regulations and practices of the District shall be guided by this directive.

are not limited to, airline tickets (economy class), hotel accommodations, meals (out of state only), rental car, and other expenses incurred in the performance of District business. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures. The reimbursement of expenses shall be subject to review by the District's independent auditors.

- d. Vehicle Use - The District shall provide for use of a State vehicle for the Superintendent's use for official District travel purposes in accordance with State fleet policy, if desired. Reimbursement of mileage for business travel purposes of the Superintendent's personal vehicle at the state mileage reimbursement rate is allowed.
- e. Office, Supplies & Support Staff - The Superintendent shall be provided a private office, secretarial support and other facilities and services as the Board shall determine to be required for the adequate performance of duties, including a computer and cell phone.

4. Professional Responsibilities & Duties. The Superintendent is the chief executive officer and educational leader of the District and shall administer the School District and faithfully perform the duties of Superintendent for the District in accordance with Board policies, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

- a. Assume administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- b. Assume administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;
- c. Oversee compliance with the standards for school facilities established by the Department of Education;
- d. Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- e. Manage the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations;
- f. Prepare and submit to the Board a proposed budget as provided by Board Policy, and administering the budget;
- g. Prepare recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;
- h. Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the targets and objective set by the Board;
- i. Ensure:
 - i. Adoption of a student code of conduct and enforcement of that code of conduct; and
 - ii. Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- j. Submit reports as required by state or federal law, rule, or regulation;
- k. Provide joint leadership with the Board to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- l. Perform any other duties lawfully assigned by action of the Board

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to devote her full professional time and energy to the performance of these duties in a faithful, diligent and efficient manner.

It is the directive of the Board of Education that the Brandywine School District shall not discriminate in its employment practices or its educational programs and activities for students on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age, veteran status or other legally protected characteristic. All policies, regulations and practices of the District shall be guided by this directive.

5. Board Meetings and Relations.

- a. *The Superintendent, or her designee, shall have the duty to attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent employment, or for purposes of resolving conflicts between individual Board members.*
- b. *The Superintendent shall, in a timely manner, address all substantive criticisms, complaints, and suggestions called to the Board's attention by either:*
 - i. *referring such matter(s) to the appropriate District employee or shall investigate such matter(s) personally, and shall within a reasonable time inform the Board of the results of such efforts; or,*
 - ii. *utilizing the appropriate complaint resolution procedure as established by Board policies.*
- c. *The Board and the Superintendent shall maintain a working relationship that is the best interests of the District. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent / Board relationship.*
- d. *The Superintendent shall communicate with all board members in a timely manner all information pertaining to the welfare of the District, including detailed reports contained in the weekly Board Packets.*

6. Changes to Administrative Staff. *The Superintendent, prior to finalizing or announcing the assignment, reassignment, transfer or nonrenewal of any member of the Executive Team, any direct report to the Superintendent, or any building Principal shall inform the Board. Newly created positions, promotions, and/or change in job titles shall always require prior approval of the Board, which shall not be unreasonably denied. Temporary assignments are permissible and subject to review by the Board at the next regularly scheduled meeting.*

7. Performance Goals.

- a. *Development of Goals.* *The Superintendent shall by July 1 of each year of this Contract, in collaboration with the Board adopt a preliminary list of goals for the District ("District Goals"). The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated for the following contract year. The Board agrees to work with and support the Superintendent in achieving the District Goals.*
- b. *Annual Review of the Performance.* *The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than December 1st, of each year of this Contract for the prior contract year. The meetings at which the Board evaluates the Superintendent will be held in a closed session unless the Superintendent requests that it should be held in an open session. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in this Contract and consistent with Board's annual goals for the District.*
- c. *Confidentiality.* *Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.*
- d. *Annual Evaluation Format and Procedure.* *The annual evaluation format and procedure shall be developed by the Board in accordance with the Board's policies and state and federal law and in consultation with the Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.*

It is the directive of the Board of Education that the Brandywine School District shall not discriminate in its employment practices or its educational programs and activities for students on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, disability, age, veteran status or other legally protected characteristic. All policies, regulations and practices of the District shall be guided by this directive.

- e. *The Board will develop, as an addendum to this contract, goals and priorities for the 2024-2025 school year during the development of the the full evaluation process for future school years.*
8. **Professional Activities.** *The Superintendent shall attend and participate in appropriate professional meetings at the local, State and national levels with the reasonable expenses for such attendance borne by the District, including membership fees and dues of the Superintendent in such organizations as the Superintendent and the Board deem appropriate in performance of the Superintendent's duties. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided such responsibilities do not interfere with the performance of the duties of the Superintendent.*
9. **Expiration of Agreement.** *Failure on the part of the Board or the Superintendent to notify the other in writing, no later than six (6) months prior to the expiration of the Agreement, of either party's intent not to renew the Agreement, will automatically result in a one-year extension of the existing Agreement.*
10. **Termination of Agreement Prior to Expiration.** *The Superintendent shall not vacate his or her position during the term of the Agreement without the written consent of the Board. The Board shall not terminate this Agreement, prior to the expiration date, except for good cause and shall provide the opportunity for a fair hearing before the Board or before a Hearing Officer designated by the Board. Prior to any hearing in regard to the termination of the Superintendent, the Board shall serve the Superintendent with a written statement of the reason(s) for termination. If the Board designates a Hearing Officer to conduct such a hearing, a majority of the Board shall convene to review the record of the proceedings before the Hearing Officer and the Hearing Officer's report and recommendation to the Board, and within fifteen (15) days of the hearing before the Hearing Officer, shall submit to the Superintendent its decision in writing. If the Superintendent chooses to be represented by legal counsel, all legal expenses incurred by the Superintendent in connection with any termination hearing shall be borne by the Superintendent, unless the Superintendent is the prevailing party, in which case the District shall reimburse the Superintendent for said legal expenses.*
11. **Appeal.** *Appeal from a decision of the Board concerning the provisions of the Agreement may be made to the State Board of Education.*
12. **Governing Law.** *This Agreement is to be governed by the laws of the State of Delaware.*
13. **Counterparts.** *This Agreement has been executed in duplicate counterparts. Each executed counterpart is intended by the parties to be their original act and deed. One counterpart is to be delivered to the Superintendent and the other is to be retained by the Board.*
14. **Contract Modification.** *This agreement is the whole agreement of the parties and may not be amended, modified or altered except as hereinafter set forth. This Agreement may be modified annually or as required with respect to Paragraphs 2 by written addendum signed by both parties and attached to the original executed counterpart.*
15. **Severability.** *All terms, agreements and covenants herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein.*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

EMPLOYEE:

Lisa Affawson

Employee

6-13-24

(Date Signed)

BOARD OF EDUCATION

By:

[Signature]

President

Jason Heller

Vice President

[Signature]

Board Member

Kristen Pidgeon

Board Member

Shawn J. Jeger

Board Member

Rev. Shanika Deckerson

Board Member

[Signature]

Board Member



BRANDYWINE SCHOOL DISTRICT

1311 Brandywine Boulevard
Wilmington, DE 19809-2306

302-793-5000
brandywineschools.org

LINCOLN HOHLER
Superintendent

JOHN A. SKROBOT, III
President, Board of Education

JASON HELLER
Vice President, Board of Education

ADDENDUM TO SUPERINTENDENT'S CONTRACT

AGREEMENT made on this 13th day of June, 2024, by and between the Board of Education of the Brandywine School District (the "Board") and **Dr. Lisa A. Lawson** (the "Superintendent").

The Board and the Superintendent mutually agree as follows:

This addendum to the Superintendent's contract is in place for the 2024-2025 school year, beginning on July 1, 2024 and ending on June 30, 2025 to identify the Board's priorities while the Superintendent and the Board work collaboratively to create district-wide goals and a performance evaluation tool prior to the 2025-2026 school year in accordance with item 7.e. from the contract.

During the 2024-2025 school year, the Superintendent shall prioritize the following, as identified by the Board:

- 1. Creation of an equity plan which includes:*
 - a. Formation of a working group to identify and prioritize results from the 2022 equity audits conducted by Equity Partners & Hannover.*
 - b. Creating an action plan to increase the percentage of MLL and students with disabilities achieving proficiency*
 - c. Research and report on discipline rates by student group and the impact of restorative practices and MTSS on various student groups*
 - d. Will work with any committee focused on equity formed by the board*
- 2. Implement a "College & Career Center" in all three high schools, modeled after the success of the Brandywine High School pilot.*
- 3. Create an action plan to improve focus on the "School Climate Survey" and "Panorama Survey" which will result in an increased completion rate to improve the fidelity of the data.*
 - a. Use the 2024-2025 school year data to create an action plan for improvement in the most deficient areas.*
- 4. Improve Board relations*
- 5. Improve Literacy, student achievement, and outcome*
- 6. Increase collaboration and engagement with staff*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

EMPLOYEE:



Employee

6-13-24

(Date Signed)

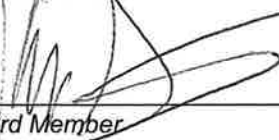
BOARD OF EDUCATION

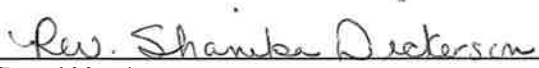
By: 
President

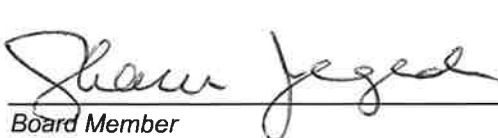

Vice President


Board Member


Board Member


Board Member


Board Member


Board Member

Attachment D

PIC Advisory Opinion
February 5, 2025



STATE OF DELAWARE
DELAWARE STATE PUBLIC INTEGRITY COMMISSION

MARGARET O'NEILL BUILDING
410 FEDERAL STREET, SUITE 3
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-2399

VIA EMAIL

February 5, 2025

24-67— Lisa Lawson -- Personal Interest

Hearing and Decision By: Hearing and Decision By: Col. (Ret.) Ron Chaney, Chair; Dr. Melissa Harrington, (Vice-Chair), Dr. Susan Bunting (Vice-Chair). Commissioners: Andrew T. Manus, Hon. F. Gary Simpson, Judge (Ret.) Alex Smalls.

Dear Dr. Lawson,

Thank you for attending the December 17, 2024, Commission meeting via Zoom videoconference. After consideration of the relevant facts and circumstances, the Commission decided that you did not violate the Code of Conduct by commenting on administrator salaries during a School Board meeting. The Commission's reasoning is set forth below.

I. FACTS

As you know, you are the Superintendent of the Brandywine School District. You reached out to the Public Integrity Commission ("PIC") via phone to inquire about a potential need to recuse. Your stepson by marriage is an administrator in the District while his wife is a teacher. Both were hired two superintendents ago. The teachers' union is currently negotiating a new contract with a negotiating team. You are not part of the negotiating team and have had no involvement with them. However, due to raises for State employees there is money available to increase administrators' salaries as they are State employees and not in the teachers' union. The CFO of the School District provided the School Board with information regarding these raises. You did not vote on the matter during the meeting but you did state that the raises would not come at the expense of teachers because the money for administrators was set at the State level. You would like to know whether you should refrain from commenting on administrators' salaries moving forward.

II. APPLICATION OF THE FACTS TO THE LAW

A. In their official capacity, State officials may not review or dispose of matters if they have a personal or private interest in a matter before them.¹

“A personal or private interest in a matter is an interest which tends to impair a person’s independence of judgment in the performance of the person’s duties with respect to that matter.”² ‘Matter’ is defined as “any application, petition, request, business dealing or transaction of any sort.”³ When there is a personal or private interest, the official is to recuse from the outset and even neutral and unbiased statements are prohibited.⁴

In this matter, the personal interest creating the conflict is the salary of your stepson. He would not qualify as a ‘close relative’ under the statutory definition as he was an adult when he became your stepson and you did not adopt him. Therefore, this is not a conflict of interest per se. However, that does not end the inquiry. The stepson is a close family member of your husband and a close relative of you, even if not per the statutory definition. However, the fact that the stepson would not see an outsized increase in salary compared to all other State employees lessens the risk of a conflict of interest.

B. State officials may not engage in conduct that may raise suspicion among the public that they are engaging in conduct contrary to the public trust.⁵

The purpose of the code is to ensure that there is not only no actual violation, but also not even a “justifiable impression” of a violation.⁶ The Commission treats that as an appearance of impropriety standard.⁷ The test is whether a reasonable person, knowledgeable of all the relevant facts, would still believe that the official’s duties could not be performed with honesty, integrity and impartiality.⁸ Thus, in deciding appearance of impropriety issues, the Commission looks at the totality of the circumstances.⁹ Those circumstances should be examined within the framework of the Code’s purpose which is to achieve a balance between a “justifiable impression” that the Code is being violated by an official, while not “unduly circumscribing” their conduct so that citizens are encouraged to assume public office and employment.¹⁰

While you were simply providing factually accurate information regarding how the raises for administrators would not affect teacher salaries, there is a potential conflict of interest in your supporting, however obliquely, raises that would directly raise your

¹ 29 Del. C. § 5805(a)(1).

² 29 Del. C. § 5805(a)(1).

³ 29 Del. C. § 5804(7).

⁴ *Beebe Medical Center v. Certificate of Need Appeals Board*, C.A. No. 94A-01-004 (Del. Super. June 30, 1995), *aff’d.*, No. 304 (Del., January 29, 1996).

⁵ 29 Del. C. § 5806(a).

⁶ 29 Del. C. § 5802.

⁷ *Commission Op. No. 07-35*.

⁸ *In re Williams*, 701 A.2d 825 (Del. 1997).

⁹ *See, e.g., Commission Op. No. 97-23 and 97-42*.

¹⁰ 29 Del. C. §§ 5802(1) and 5802(3).

stepson's salary. However, a superintendent has a duty to make sure a school board is making decisions with all relevant facts.

C. 29 Del. C. § 5806(a): Each state employee...shall endeavor to pursue a course of conduct which will not raise suspicion among the public that such official is engaging in acts which are in violation of the public trust and which will not reflect unfavorably upon the government.

This provision of the Code of Conduct prohibits conduct violating the public trust. This is basically an appearance of impropriety test.¹¹ The test is whether a reasonable person, knowledgeable of all the relevant facts, would still believe that the official's duties could not be performed with honesty, integrity and impartiality.¹² In deciding appearance of impropriety issues, the Commission looks at the totality of the circumstances.¹³ Those circumstances should be examined within the framework of the Code's purpose which is to achieve a balance between a "justifiable impression" that the Code is being violated by an official, while not "unduly circumscribing" their conduct so that citizens are encouraged to assume public office and employment.¹⁴

Taking all of the above into account, the Commission found there was no conflict in this case. Your role as Superintendent requires you to make sure decisions are made with all the necessary information. As you mentioned during the Meeting, you understand you cannot directly advocate for your stepson's career, but the information you provided during the School Board meeting was not that.

III. CONCLUSION

You did not violate the Code of Conduct by giving information regarding administrators' salaries during the School Board Meeting.

Sincerely,

/s/ *Ron Chaney*

Col. (Ret.) Ron Chaney
Chair

¹¹ *Commission Op. No. 92-11.*

¹² *In re Williams*, 701 A.2d 825 (Del. 1997).

¹³ *See, e.g., Commission Op. No. 97-23 and 97-42.*

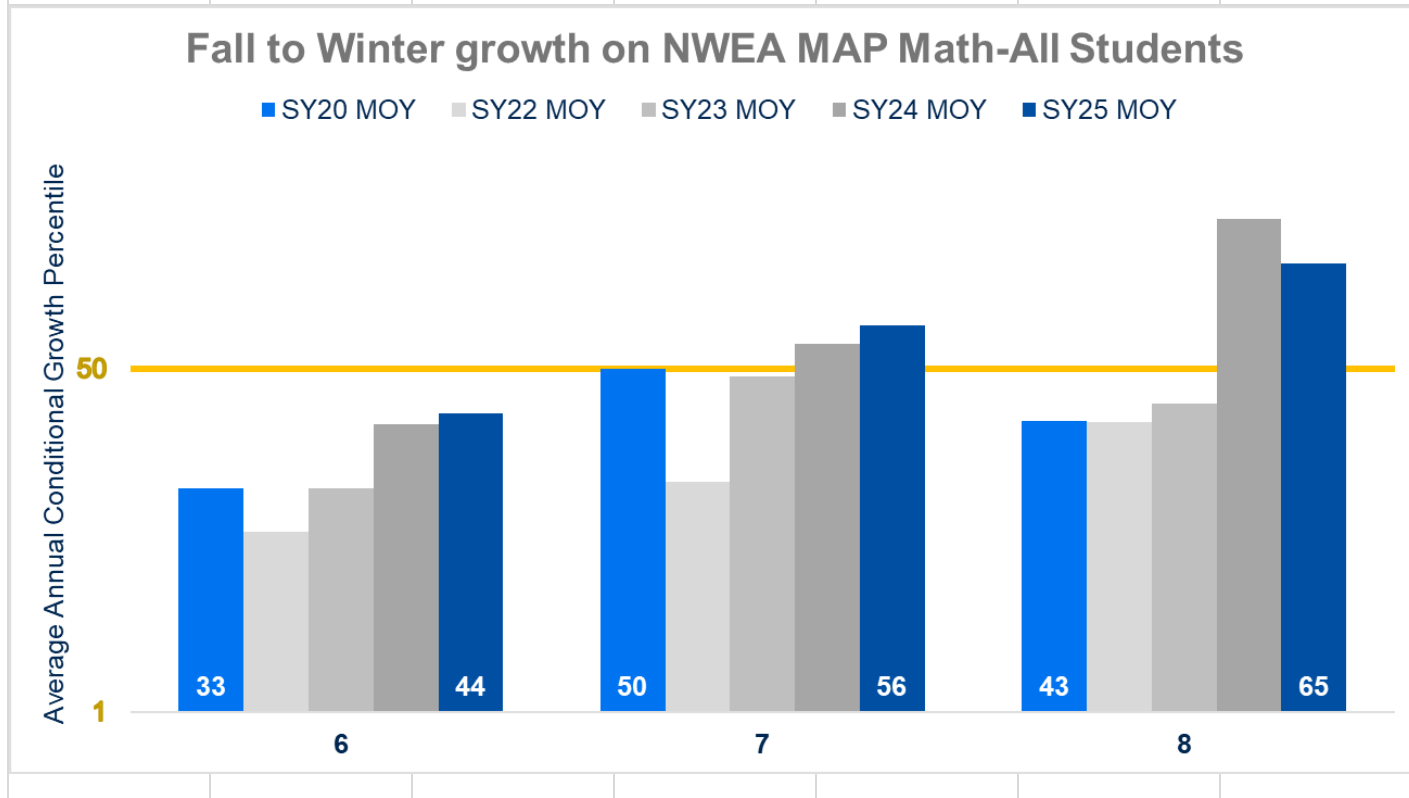
¹⁴ 29 Del. C. §§ 5802(1) and 5802(3).

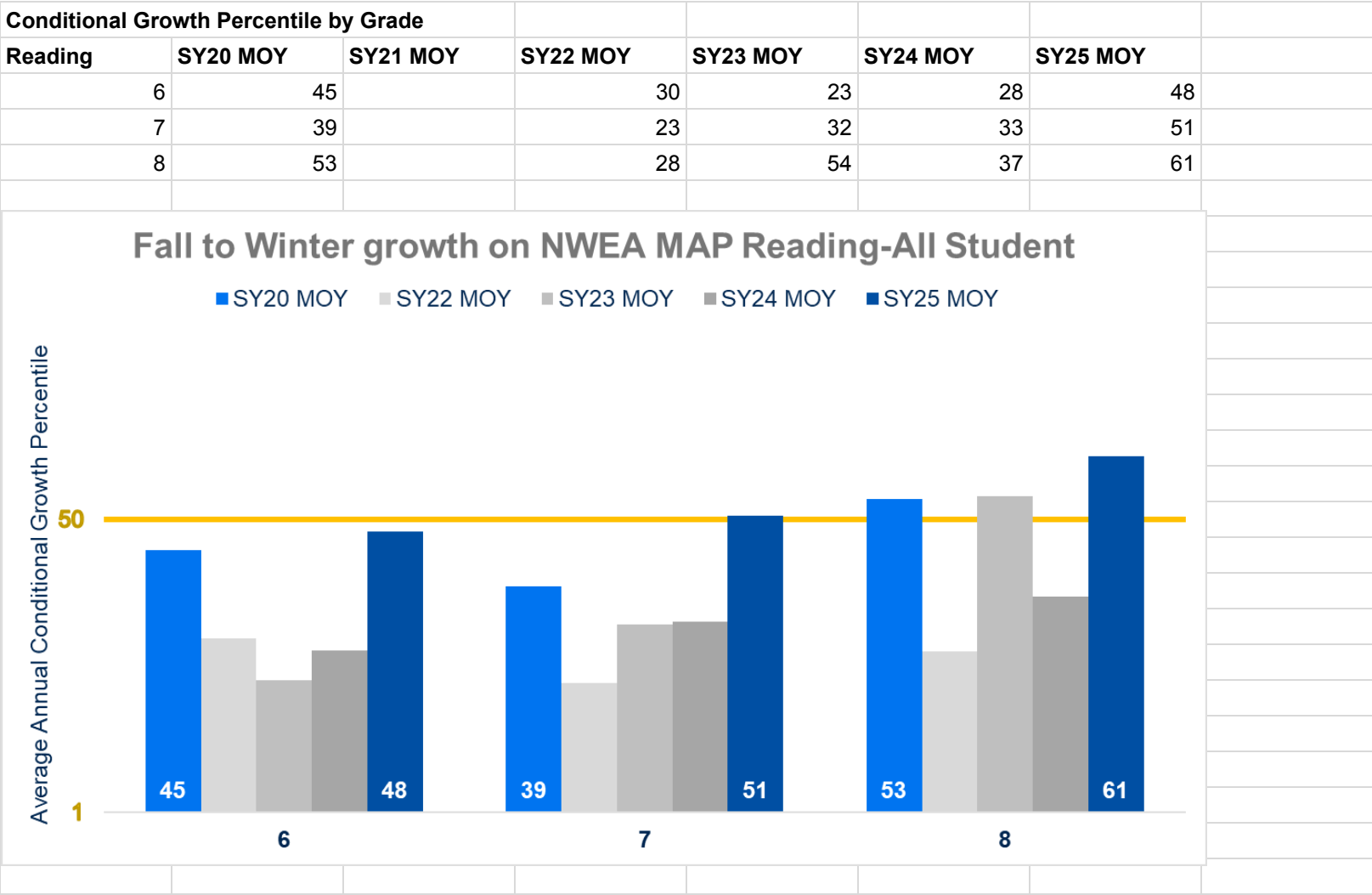
Attachment E

Performance Statistics

Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Percent of Students Suspended/Expelled	12.0%	12.3%	12.2%	15.4%	12.7%	13.4%	0.6%	11.2%	9.8%	9.7%
Days Suspended OSS	492	447	348	505	425	335	19	238	228	262
						COVID	COVID			

Conditional Growth Percentile by Grade						
Math K-12	SY20 MOY	SY21 MOY	SY22 MOY	SY23 MOY	SY24 MOY	SY25 MOY
6	33		27	33	42	44
7	50		34	49	54	56
8	43		42	45	71	65





Group	2016	2017	2018	2019	2020	2021	2022	2023	2024*
All	43%	66%	54%	59%	Not Available	Not Available	Not Available	58%	64%
6	33%	51%	49%	57%	Not Available	Not Available	Not Available	50%	51%
7	51%	77%	59%	55%	Not Available	Not Available	Not Available	60%	75%
8	47%	73%	55%	64%	Not Available	Not Available	Not Available	63%	65%

*2024 is from a more restrictive accountability data (only FAY students) set as the 2024 version of the report has not been updated in the state's EdInsight Reports Portal.

Group	2016	2017	2018	2019	2020	2021	2022	2023	2024*
All	38%	52%	47%	44%	Not Available	Not Available	Not Available	56%	53%
6	22%	32%	30%	28%	Not Available	Not Available	Not Available	59%	44%
7	54%	81%	62%	57%	Not Available	Not Available	Not Available	52%	54%
8	42%	45%	49%	46%	Not Available	Not Available	Not Available	58%	60%

*2024 is from a more restrictive accountability data (only FAY students) set as the 2024 version of the report has not been updated in the state's EdInsight Reports Portal.