



Columbus Academy

4300 Cherry Bottom Road
P.O. Box 30745
Gahanna, Ohio 43230

Phone 614 475 2311
Fax 614 475 0396
columbusacademy.org

June 11, 2021

HAND-DELIVERED AND DELIVERED VIA E-MAIL

Ms. Andrea Gross

Dear Ms. Gross:

At Columbus Academy we value the exchange of different ideas and perspectives. On some issues, opposing views will be strongly held and everyone should feel free to express them. But, consistent with our fundamental values, we also expect those views to be exchanged with civility, respect, and in a way that is faithful to the facts.

Over the last several months you have pursued a course of action that has been anything but civil, respectful and faithful to the facts. Instead, you have engaged in a campaign against Columbus Academy through a sustained, and increasingly inflammatory, series of false and misleading attacks on the School and its leadership. Your actions caused pain, and even fear for physical safety, among students, families, faculty and staff. They were a harmful distraction consuming time, energy and emotion at a time when the administration, faculty, and the board – as well as students and their parents – were devoting extraordinary efforts to maintaining in-person and virtual learning environments despite the challenges presented by a once-in-a-century pandemic. You also continue to use threats to Columbus Academy's reputation and its finances as a means to accomplish your personal objectives.

One of many examples of the conduct we are referring to is your participation in a national podcast in which the hosts, who admitted they had never heard of Columbus Academy and therefore relied solely on what you and Ms. Gonzalez told them, described the School's students as "like Hitler youth" and the School's leadership as "bad people that want to do bad things to your children." Two administrators were called out by name for ridicule, you described one administrator as a "cancer on the school," and characterized as "helpful" the fact that your activities were likely damaging the reputation of the other. The podcast advocated "raining down terror" and "bringing pain to people that deserve it." You agreed that you were engaged "in a street fight" where "there's no rules, you just go for what you've got..." According to you, you chose the name Pro CA Coalition to signify "if you're not for us you're against us." When the hosts concluded that "you have a dictator running your school a board that is complicit with that dictator," you agreed. At no point during the interview did you challenge or push back on a single word the hosts said, not even when they said "the only way to deal with these people is to burn down their entire existence." In fact you encouraged and validated their rhetoric, telling them, "We need people like you to help us" get rid of the School's leadership.

Additionally, you have taken steps to explore how you, and with your encouragement, others, could withhold tuition payments and place them in escrow until your demands are met.

You have also discussed pursuing charitable entity status for your organization, in the stated hope of persuading potential Columbus Academy donors to re-direct their contributions to your organization where you could use the funds as leverage to pursue your agenda.

Most recently, you continued to seriously misrepresent facts about Columbus Academy on a national stage. You appeared in a promotional video for an organization that advocates views like your own that falsely claimed, among other things, that because you spoke out against Columbus Academy, the school “call[ed] in the police and [brought in] bomb sniffing dogs to promulgate fear and anxiety among the students and faculty.” Your video includes dramatic – but sham – video footage of a bomb sniffing dog in a parking lot and of a cluster of police cars, bright lights flashing, blocking a road. The video’s sensational claims are false. Among other things, no bomb sniffing dogs were brought to campus – the Gahanna Police Department does not even have dogs, bomb sniffing or otherwise – and there were never police cars with flashing lights.

Many of these same misrepresentations were repeated and further embellished during an interview on a national television show. Like the podcasts, you posted the promotional video, the television interview, and two misleading interviews with digital news organizations on your website, where they all continue to misrepresent Columbus Academy’s curriculum, values and actions and threaten harm to its reputation and ability to accomplish its mission.

We could cite numerous other instances in which you have said things that range from flatly false to, at best, taken so far out of context as to be seriously misleading. But, we need not do so for present purposes.

The Columbus Academy Enrollment Contract 2021- 2022 (the “Enrollment Contract”) expressly recognizes the importance the Columbus Academy places on the existence of a positive and constructive relationship between the School and the parents of its students. When you and Mr. Gross signed the Enrollment Agreement you acknowledged that fact, and you acknowledged that your student could be dismissed by the School if your conduct materially impaired the creation or maintenance of such a relationship or otherwise seriously interfered with the School’s ability to accomplish its educational purposes. Specifically, paragraph 9 of the Enrollment Agreement you signed provides:

I further understand and agree that a positive and constructive working relationship between Columbus Academy and its students, parents, guardians and other family members is essential to the fulfillment of the School’s mission. Accordingly, I understand that the School reserves the right to dismiss any student (including my student) when, in the sole discretion of the Head of School, the actions of the student’s parent, guardian, or other family member have severely impaired the creation or maintenance of a constructive relationship between them and the School or have seriously interfered with the School’s ability to accomplish its educational purposes.

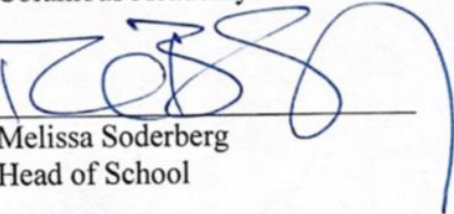
Paragraph 9 of the Enrollment Agreement goes on to provide:

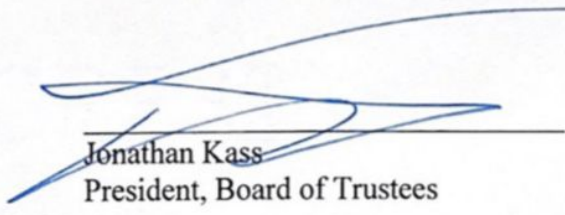
....[T]he School reserves the right to deny re-enrollment to [your] student for any reason within its own discretion, including, but not limited to ... concerns about the behavior of ... any member of the Student's family.

The Head of School and Board of Trustees have determined that over the last several months your actions have unquestionably (i) severely impaired the creation and maintenance of a constructive relationship between you and the School and (ii) seriously interfered with the School's ability to accomplish its educational purposes. Accordingly, this letter is formal notification that [redacted] and [redacted] dismissed from, and will not be students at, Columbus Academy for the 2021-2022 school year. Your tuition deposit of [redacted] is being returned to you, and your obligation to honor the tuition obligations set forth in the Enrollment Contract you signed have been waived. Further, your outstanding pledge obligation for the athletic enhancements project of [redacted] has also been waived.

Sincerely,

Columbus Academy


Melissa Soderberg
Head of School


Jonathan Kass
President, Board of Trustees

cc: [redacted]