

## Exhibit 4

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE NORTHERN DISTRICT OF ALABAMA</p> <p>3 SOUTHERN DIVISION</p> <p>4</p> <p>5 CIVIL ACTION NO: 2:13-cv-2176-MHH</p> <p>6 JURY DEMAND</p> <p>7</p> <p>8 ROBIN LITAKER,</p> <p>9 Plaintiff,</p> <p>10 vs.</p> <p>11 HOOVER BOARD OF EDUCATION,</p> <p>12 ANDY CRAIG, in his individual</p> <p>13 and official capacity as</p> <p>14 Superintendent, and CAROL BARBER,</p> <p>15 in her individual and office capacity</p> <p>16 as Assistant Superintendent,</p> <p>17 Defendants.</p> <p>18</p> <p>19 DEPOSITION TESTIMONY OF:</p> <p>20 ANDY CRAIG</p> <p>21 JULY 29, 2015</p> <p>22 10:00 A.M.</p> <p>23</p>	<p style="text-align: right;">Page 3</p> <p>1 make objections and assign grounds at the time</p> <p>2 of the trial, or at the time said deposition is</p> <p>3 offered in evidence, or prior thereto.</p> <p>4 IT IS FURTHER STIPULATED AND AGREED</p> <p>5 that notice of filing of the deposition by the</p> <p>6 Commissioner is waived.</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>
<p style="text-align: right;">Page 2</p> <p>1 S T I P U L A T I O N S</p> <p>2 IT IS STIPULATED AND AGREED by and</p> <p>3 between the parties through their respective</p> <p>4 counsel that the deposition of ANDY CRAIG may be</p> <p>5 taken before Tanya D. Cornelius, Certified</p> <p>6 Shorthand Reporter and Notary Public, at the law</p> <p>7 offices of Wiggins, Childs, Pantazis, Fisher &amp;</p> <p>8 Goldfarb, LLC, The Kress Building, 301 19th</p> <p>9 Street North, Birmingham, Alabama 35203, on the</p> <p>10 29th day of July, 2015, at approximately 10:00</p> <p>11 a.m.</p> <p>12 IT IS FURTHER STIPULATED AND AGREED</p> <p>13 that the signature to and the reading of the</p> <p>14 deposition by the witness is NOT WAIVED, the</p> <p>15 deposition to have the same force and effect as</p> <p>16 if full compliance had been had with all laws</p> <p>17 and rules of Court relating to the taking of</p> <p>18 depositions.</p> <p>19 IT IS FURTHER STIPULATED AND AGREED</p> <p>20 that it shall not be necessary for any</p> <p>21 objections to be made by counsel to any</p> <p>22 questions, except as to form or leading</p> <p>23 questions, and that counsel for the parties may</p>	<p style="text-align: right;">Page 4</p> <p>1 I N D E X</p> <p>2</p> <p>3 EXAMINATION BY: PAGE NUMBER:</p> <p>4 Mr. Jent 8</p> <p>5 Ms. Yuengert 204</p> <p>6 Mr. Jent 206</p> <p>7 Ms. Yuengert 207</p> <p>8</p> <p>9</p> <p>10 E X H I B I T S</p> <p>11</p> <p>12 PLAINTIFF'S EXHIBIT NO: PAGE NUMBER:</p> <p>13 1 - Administrative Chart 14</p> <p>14 2 - 5/2/2010 Letter 21</p> <p>15 3 - 2010 Employment Contract 32</p> <p>16 4 - 6/18/2012 Contract 35</p> <p>17 5 - 8/10/2012 Letter 91</p> <p>18 6 - E-Mail 99</p> <p>19 7 - E-Mail 103</p> <p>20 8 - E-Mails 109</p> <p>21 9 - Newspaper Article 114</p> <p>22 10 - 11/27/2012 Letter 122</p> <p>23 11 - E-Mails 135</p>

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1	A P P E A R A N C E S
2	
3	
4	FOR THE PLAINTIFF:
5	WIGGINS, CHILDS, PANTAZIS, FISHER
6	& GOLDFARB, LLC
7	BY: Kevin W. Jent, Esq.
8	The Kress Building
9	301 19th Street North
10	Birmingham, Alabama 35103
11	
12	
13	FOR THE DEFENDANTS:
14	BRADLEY ARANT BOULT CUMMINGS LLP
15	BY: Anne R. Yuengert, Esq.
16	One Federal Place
17	1819 Fifth Avenue North
18	Birmingham, Alabama 35203
19	
20	
21	ALSO PRESENT: Carol Barber, Robin Litaker and
22	Mary Veal
23	

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1	I, Tanya D. Cornelius, Certified
2	Shorthand Reporter and Notary Public, acting as
3	Commissioner, certify that on this date, as
4	provided by the Federal Rules of Civil
5	Procedure, and the foregoing stipulation of
6	counsel, there came before me at the law offices
7	of Wiggins, Childs, Pantazis, Fisher & Goldfarb,
8	LLC, The Kress Building, 301 19th Street North,
9	Birmingham, Alabama 35203, beginning at 10:00
10	a.m., ANDY CRAIG, witness in the above cause,
11	for oral examination, whereupon the following
12	proceedings were had:
13	
14	ANDY CRAIG,
15	being first duly sworn, was examined
16	and testified as follows:
17	
18	THE REPORTER: Will this be usual
19	stipulations?
20	MS. YUENGERT: Off the record.
21	(Whereupon, a discussion off the
22	record was held.)
23	MS. YUENGERT: So he wants to read

Page 8	
1	and sign.
2	EXAMINATION
3	BY MR. CRAIG:
4	Q. All right. Can you state your name
5	for the record, please?
6	A. Andy Craig.
7	Q. Mr. Craig, my name is Kevin Jent.
8	I'm an attorney representing Ms. Litaker in a
9	claim she's filed, and I'm here to take your
10	deposition today. I think we met earlier at Ms.
11	Litaker's deposition, correct?
12	A. We did.
13	Q. Have you ever given a deposition
14	before?
15	A. Once.
16	Q. When was that?
17	A. I don't remember the date. It was in
18	a case regarding a principal at Hoover High
19	School. I don't remember the date.
20	Q. Who was the principal?
21	A. Richard Bishop.
22	Q. Was it a discrimination case?
23	A. No.

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1 Q. Breach of contract?

2 A. It was contractual in nature, best I

3 recall.

4 Q. Had he been terminated?

5 A. We did not elect to offer him a

6 continuing contract. I think he had -- best I

7 recall, he had a probationary contract, and that

8 had expired or is about to expire.

9 Q. Well, I'm going to ask you several

10 questions today related to Ms. Litaker's case.

11 It may be similar to that experience. I don't

12 know who took that deposition, but I just have a

13 few basic ground rules that most depositions

14 have.

15 If you don't understand my question,

16 which will happen at some point, I'm going to

17 ask that you ask me to repeat it, rephrase it,

18 define something, okay? If you don't tell me

19 that you don't understand the question, then I'm

20 going to assume that you did understand the

21 question if you answer it, okay?

22 If you will give verbal responses,

23 yes, no, maybe, you know, not shake -- the court

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1 reporter can't take down the shaking or nodding

2 of the head or uh-huh (positive response) or

3 huh-uh (negative response), and we want the

4 transcript to be accurate, okay?

5 A. Yes.

6 Q. Okay. If you will wait until I am

7 finished asking my question before you talk, I

8 will try to wait until you're finished answering

9 before I talk so that we're not talking over

10 each other so that the court reporter, again,

11 can take everything down accurately, okay?

12 A. Okay.

13 Q. If you need a break at any time, let

14 me know, and we'll take a break. If I've ask a

15 question, though, I'll ask you to answer the

16 question before we take a break, okay?

17 A. Okay.

18 Q. And I do take a break about every

19 hour, because my knees get -- from the other

20 deposition, my knees start hurting, my back

21 starts hurting, so I have to get up and walk

22 around every now and then, okay?

23 Where are you currently employed?

Page 11

1 A. State Department of Education.

2 Q. And what's your position?

3 A. Deputy Superintendent for

4 Administration and Finance, I believe, is the

5 official title.

6 Q. Okay. And how long have you been in

7 that position?

8 A. Since January.

9 Q. Of 2015?

10 A. Yes.

11 Q. And where were you employed prior to

12 that?

13 A. Hoover City Board of Education.

14 Q. And you were the Superintendent of

15 Schools?

16 A. Correct.

17 Q. How long were you superintendent at

18 Hoover?

19 A. There was an interim period, I

20 believe, Mr. Jent. It started in '06 maybe,

21 maybe June of '06. Maybe June of '07,

22 thereabouts.

23 Q. Okay.

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1 A. And then there was a period of

2 interim position and then application for the

3 permanent job and that was -- best I remember,

4 maybe a year, year later maybe, April'ish.

5 Q. Between 2006, 2008?

6 A. Somewhere around there.

7 Q. And who did you replace as

8 superintendent?

9 A. Dr. Connie Williams.

10 Q. And what was your position -- what

11 job did you hold prior to becoming

12 superintendent at Hoover?

13 A. I was assistant superintendent -- I

14 don't remember if it had a tag on it or not. I

15 was -- essentially my role was more in the

16 financial aspects, operational kind of aspects.

17 I don't remember if it had the tag of assistant

18 superintendent, but it was assistant

19 superintendent.

20 Q. All right. And what position -- what

21 job did you have prior to being the assistant

22 superintendent?

23 A. I was Director of Finance in Decatur

<p style="text-align: right;">Page 13</p> <p>1 City Schools.</p> <p>2 Q. How long did you hold that position?</p> <p>3 A. You're really challenging me.</p> <p>4 Q. Just approximately.</p> <p>5 A. About three years.</p> <p>6 Q. Okay. And what position did you hold</p> <p>7 before that?</p> <p>8 A. I was practicing CPA shareholder/  9 partner at a firm that at the time was known as</p> <p>10 Byrd, Smalley, Evans, Adams &amp; Johnson.</p> <p>11 Q. Where is that located?</p> <p>12 A. Decatur, Alabama.</p> <p>13 Q. Did you ever work as a teacher?</p> <p>14 A. No.</p> <p>15 Q. What's your educational background?</p> <p>16 Where did you go to college?</p> <p>17 A. I got my degree in accounting from</p> <p>18 University of Alabama in Huntsville.</p> <p>19 Q. Any postgraduate work?</p> <p>20 A. No.</p> <p>21 Q. Any certificates? You're a CPA?</p> <p>22 A. Right.</p> <p>23 Q. Any other certificates or licenses</p>	<p style="text-align: right;">Page 15</p> <p>1 Q. Okay. And is this the Hoover City</p> <p>2 Schools Administrative Organizational Chart?</p> <p>3 A. It looks like that's what it's</p> <p>4 reporting.</p> <p>5 Q. And your last position here would</p> <p>6 have been as the superintendent?</p> <p>7 A. Right.</p> <p>8 Q. Okay. And then we see the school</p> <p>9 board attorney and the Board of Education and</p> <p>10 the CSFO. Who was that when you were</p> <p>11 superintendent?</p> <p>12 A. Cathy Antee.</p> <p>13 Q. Is that the position you held, do you</p> <p>14 know, or is that a different chart?</p> <p>15 A. Best -- there was a time when the law</p> <p>16 changed regarding CFSOs. I think I was in that</p> <p>17 type of role when it changed. They put some</p> <p>18 requirements on it during that time. I don't</p> <p>19 know that when I was hired in Hoover that I was</p> <p>20 -- I don't know that the law had created that</p> <p>21 specific role yet.</p> <p>22 I think the best I recall, Mr. Jent,</p> <p>23 that the posting that I came and interviewed</p>
<p style="text-align: right;">Page 14</p> <p>1 that you hold?</p> <p>2 A. Not that come to mind.</p> <p>3 Q. Any other education after high school</p> <p>4 that we haven't talked about?</p> <p>5 A. No.</p> <p>6 Q. As superintendent at Hoover, do you</p> <p>7 report to the Board of Education?</p> <p>8 A. Yes.</p> <p>9 Q. Did you report to the -- that was a</p> <p>10 poorly worded question. I'm sorry.</p> <p>11 A. I believe that's the correct</p> <p>12 organizational --</p> <p>13 (Plaintiff's Exhibit No. 1 was marked</p> <p>14 for identification.)</p> <p>15 Q. Let me show you what I've marked as</p> <p>16 Exhibit 1, and I'm going to just use the same</p> <p>17 exhibits throughout the couple of days we're</p> <p>18 here.</p> <p>19 MS. YUENGERT: Okay.</p> <p>20 Q. I'll show you what I've marked as</p> <p>21 Exhibit 1. Do you recognize Exhibit 1?</p> <p>22 A. I don't recognize it as one that I</p> <p>23 produced.</p>	<p style="text-align: right;">Page 16</p> <p>1 with Dr. Farr with was a Chief Financial</p> <p>2 Officer, but it was not in the same light.</p> <p>3 That's a -- as I remember, is a legal term that</p> <p>4 the legislation created.</p> <p>5 Q. Okay. And then we have the</p> <p>6 superintendent; and then if you look at the</p> <p>7 first line under the superintendent to the</p> <p>8 right, you have the Director of Human Resources.</p> <p>9 Is that Mary Veal?</p> <p>10 A. It is.</p> <p>11 MS. YUENGERT: And are you asking him</p> <p>12 currently or when he was superintendent?</p> <p>13 Q. When you were superintendent. I'm</p> <p>14 sorry.</p> <p>15 A. I worked with --</p> <p>16 Q. Let me be even more specific, during</p> <p>17 the 2012/2013 year when Ms. Litaker left Trace</p> <p>18 and then left the system?</p> <p>19 A. Yes, that was Mary Veal.</p> <p>20 Q. And then the next line down is the</p> <p>21 principals. Do you see that?</p> <p>22 A. I do.</p> <p>23 Q. Would that include all the principals</p>

<p style="text-align: right;">Page 17</p> <p>1 of the, I guess, the elementary, middle, and  2 high schools?  3 A. Yes.  4 Q. And the alternative school also?  5 A. Yes.  6 Q. And then under the next line or down  7 from principals, the report to principals is the  8 assistant principals and athletic director.  9 Would that include -- I guess not every school  10 has an athletic director, correct?  11 A. Right.  12 Q. That's more high school?  13 A. Yeah, and that's not -- I didn't have  14 that box on the ones that I would create.  15 Q. Okay. What box? You wouldn't  16 have --  17 A. I don't have it in front of me, but  18 like I said, this is not one that I created.  19 Q. Would you have the assistant  20 principal box on there?  21 A. I would have to see. I may have  22 lumped -- I can't remember. I have to recall --  23 I have to see the one that I produced, but it</p>	<p style="text-align: right;">Page 19</p> <p>1 chart, still a direct line report to you would  2 be two assistant superintendents, the assistant  3 superintendent of curriculum, and the assistant  4 superintendent of administration?  5 A. Correct.  6 Q. During the time period 2012, 2013,  7 who was the assistant superintendent of  8 curriculum?  9 A. It would have been Dr. Ron Dodson.  10 Q. And the assistant superintendent of  11 administration?  12 A. That would have been -- what time  13 frame did you say?  14 Q. 2012, 2013?  15 A. That would have been Ms. Carol  16 Barber, and I don't remember if that was the  17 technical title when she held it, but --  18 Q. And Ms. Barber then, at some point  19 during that time period, became the interim  20 principal at Trace Crossings, correct?  21 A. Correct.  22 Q. Who took her assistant superintendent  23 role when she took the Trace Crossings position?</p>
<p style="text-align: right;">Page 18</p> <p>1 was -- at some point downward in the  2 organization, I clumped like support staff or  3 something like that. It may not have -- in an  4 effort to try to --  5 Q. Did you ever clump -- go ahead.  6 A. In an effort to try to --  7 Q. Shorten the page?  8 A. -- shorten, yeah.  9 Q. Would you have clumped assistant  10 principals in with support staff?  11 A. I would have to -- I would just have  12 to see it to know. I would have a main one  13 pager, and then I would have reference to more  14 detailed sub.  15 Q. Do you still have any of those?  16 A. I could probably dig them up if I had  17 access to my files possibly.  18 Q. Okay. But the assistant principal  19 role reports to the principal typically,  20 correct?  21 A. I think that's the typical  22 assumption, yes.  23 Q. And then down at the bottom of this</p>	<p style="text-align: right;">Page 20</p> <p>1 A. We had a temporary placement of Ms.  2 Melody Green. She had -- prior to that, she was  3 assistant principal at Spain Park High School.  4 I don't think she was technically as an  5 assistant superintendent originally. We did a  6 -- essentially provided a supplement to her to  7 come and work with me. I believe the technical  8 assignment of assistant superintendent came  9 subsequent to that.  10 Q. And who was that person?  11 A. It was Melody Green.  12 Q. Okay. Any other assistant  13 superintendent of administration after Carol  14 Barber besides Melody Green while you were  15 there?  16 A. No.  17 Q. Okay. As superintendent, did you  18 work under an employment contract?  19 A. I did.  20 Q. And you were not -- that's not an  21 elected position at Hoover, is it?  22 A. No.  23 Q. And you were superintendent when Ms.</p>



<p style="text-align: right;">Page 21</p> <p>1 Litaker became principal at Spain Park, correct?</p> <p>2 A. At Trace Crossings?</p> <p>3 Q. At Trace Crossings. I'm sorry.</p> <p>4 A. Yes.</p> <p>5 (Plaintiff's Exhibit No. 2 was marked</p> <p>6 for identification.)</p> <p>7 Q. Let me show you what I've marked as</p> <p>8 Exhibit 2. Exhibit 2 is a letter dated May</p> <p>9 26th, 2010 from you to Ms. Litaker acknowledging</p> <p>10 her agreement to accept the transfer from</p> <p>11 assistant principal at Shades Mountain</p> <p>12 Elementary to principal at Trace Crossings,</p> <p>13 effective July 1st, 2010. Do you recognize</p> <p>14 this?</p> <p>15 A. I do.</p> <p>16 Q. Is that your signature?</p> <p>17 A. It is.</p> <p>18 Q. And the next page, this is a</p> <p>19 personnel recommendation form dated 5/8/2010,</p> <p>20 and it just indicates a transfer from the</p> <p>21 assistant principal at Shades Mountain to</p> <p>22 principal at Trace Crossings. Is that</p> <p>23 consistent with your memory, that Ms. Litaker</p>	<p style="text-align: right;">Page 23</p> <p>1 A. You know, just -- are you talking</p> <p>2 about historical problems?</p> <p>3 Q. Just any sorts of issues that --</p> <p>4 well, why did Ms. Riley leave Trace Crossings?</p> <p>5 A. I couldn't detail that for you today.</p> <p>6 I assume she just retired. I think she had had</p> <p>7 a lot of years in the system. I assume that was</p> <p>8 a personal choice of hers.</p> <p>9 Q. Had Ms. Riley -- had you spoken with</p> <p>10 Ms. Riley about any performance problems with</p> <p>11 her prior to her -- immediately prior to her</p> <p>12 retirement?</p> <p>13 A. Not to my -- with Dr. Riley regarding</p> <p>14 performance problems of hers?</p> <p>15 Q. Yes.</p> <p>16 A. Not that I recall.</p> <p>17 Q. What about with Dr. Riley regarding</p> <p>18 performance problems of the school, Trace</p> <p>19 Crossings, immediately before her retirement?</p> <p>20 A. The routine and the typical general</p> <p>21 routine was we would have staffing meetings.</p> <p>22 They were certainly -- that was a time in the</p> <p>23 cycle that we -- I believe we did back then.</p>
<p style="text-align: right;">Page 22</p> <p>1 was moved to the principal position at Trace</p> <p>2 Crossings around July 1st of 2010?</p> <p>3 A. That is consistent with my memory.</p> <p>4 Q. And she replaced Dot Riley?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Do you know how long Ms. Riley</p> <p>7 had been principal at Trace Crossings at that</p> <p>8 time?</p> <p>9 A. I do not. I came in '01, and I know</p> <p>10 she was there then, but other than that, I would</p> <p>11 have to research the answer.</p> <p>12 Q. And under Ms. Riley, do you remember</p> <p>13 an assistant principal named Debra Smith?</p> <p>14 A. I do.</p> <p>15 Q. Did Ms. Smith also, was she leaving</p> <p>16 Trace Crossings at this same time when Ms.</p> <p>17 Litaker came on in July of 2010?</p> <p>18 A. I know she left at some point, but I</p> <p>19 believe she was there for a while as Ms. Litaker</p> <p>20 took the principalship.</p> <p>21 Q. And when Ms. Litaker was placed at</p> <p>22 Trace Crossings, was there existing problems</p> <p>23 that you knew about at the school?</p>	<p style="text-align: right;">Page 24</p> <p>1 That was kind of a time to talk about anything</p> <p>2 and everything with regard to the school. But I</p> <p>3 don't recall any specific let's sit down and</p> <p>4 talk about the problems at Trace Crossings type</p> <p>5 of meeting with Dr. Riley.</p> <p>6 Now, you know, what she may or may</p> <p>7 not have expressed in those annual staffing</p> <p>8 meetings, a lot of times those discussions would</p> <p>9 go to, you know, how things are going with the</p> <p>10 school from the various standpoints. I don't</p> <p>11 remember anything specific, but I would assume</p> <p>12 those types of discussions were had in that</p> <p>13 environment.</p> <p>14 Q. When Ms. Litaker was offered the</p> <p>15 position at Trace Crossings, did you have any</p> <p>16 discussions with her about particular problems</p> <p>17 that she would be facing at Trace Crossings that</p> <p>18 you wanted her to handle?</p> <p>19 A. You know, other than the typical</p> <p>20 things, I think I would -- I always have the</p> <p>21 question in an interview. It's pretty much a</p> <p>22 standard question. So and so, if you're offered</p> <p>23 this position, so and so will be your AP, or</p>

<p style="text-align: right;">Page 25</p> <p>1 whatever the case may be, will have not received  2 the position. We would typically always ask  3 that question in a case where somebody would be  4 going in the door with that.  5 And I don't remember Ms. Litaker's  6 specific example or answer to that question.  7 But that would have been something that, you  8 know, if she felt like was a problem that she  9 needed support from me, we could have certainly  10 talked about that. But I don't recall a  11 specific check list, here's the things I want  12 you to do. It was pretty much we put -- our  13 model was pretty much we put a lot of faith and  14 trust in the principal to let her leadership or  15 the principal's leadership take over and take it  16 in the direction that that person saw fit.  17 Q. Okay. Did you at that point in time  18 when either -- when you offered Ms. Litaker the  19 position at Trace Crossings, did you ever ask  20 her to hold teachers and staff at Trace  21 Crossings accountable for high standards related  22 to their job performance?  23 A. I don't remember that being a</p>	<p style="text-align: right;">Page 27</p> <p>1 Trace Crossings, was there a problem at Trace  2 Crossings with teachers not performing the  3 duties that they were supposed to perform?  4 A. I wasn't specifically aware of those  5 if they existed, not to say that they didn't  6 exist. I don't know. I didn't -- I wasn't that  7 involved at that level of assessing teachers'  8 day-to-day effectiveness in the classroom.  9 Q. Were you aware of any complaints --  10 prior to Ms. Litaker taking over at Trace  11 Crossings, were you aware of any complaints that  12 had been made by teachers about Dot Riley?  13 A. You know, again, I don't recall  14 specifically. There may or may not have been in  15 a -- with nine hundred and some odd teachers and  16 over around two thousand employees, count subs,  17 I mean, you have personnel dynamic, and a good  18 bit of it at times. But I -- I don't have a  19 specific example to give you to address your  20 question.  21 Q. Were there any parent complaints  22 about Trace Crossings at the time of the  23 transition from Dot Riley to Ms. Litaker?</p>
<p style="text-align: right;">Page 26</p> <p>1 specific directive. I would think that Ms.  2 Litaker, based on her interview, probably had  3 that expectation of herself.  4 Q. And the same question, but different  5 period of time, after she accepted the position  6 and was going to go to work at Trace Crossings  7 as principal, did you ever have that  8 conversation with her, where she was asked to  9 hold teachers and staff at Trace Crossings  10 accountable for high standards related to their  11 job performance?  12 A. I remember discussions with Ms.  13 Litaker, I would say initiated by her about her  14 faculty and things that she wanted of her  15 faculty. I would say inherent in those  16 discussions from her standpoint she would have  17 had high expectations of her faculty. But I  18 don't remember a specific directive of I want  19 you -- I guess I didn't really hear anything  20 from Ms. Litaker that would not -- that  21 expectation would not be inherent in her  22 leadership.  23 Q. Okay. When Ms. Litaker took over at</p>	<p style="text-align: right;">Page 28</p> <p>1 A. Specific to, I want to set up a  2 meeting with you, Mr. Superintendent, about --  3 Q. Start with that.  4 A. I don't recall. I don't recall  5 those.  6 Q. Anything short of I want to set up a  7 meeting with you, just parents voicing concerns  8 about the performance at Trace Crossings?  9 A. That I have registered in my mind  10 today from that many years ago, I don't recall.  11 Q. Why did Debra Smith leave Trace  12 Crossings?  13 A. I don't recall the specifics.  14 Q. Was it voluntary?  15 A. Again, I don't recall the specifics.  16 I know she and I had talked about, at times,  17 what she saw her path as being. We had those  18 types of discussions. Best I recall, she did  19 have an interest in doing other things in the  20 district, and we had discussions kind of along  21 those lines of what may potentially involve,  22 those types of discussions, just kind of  23 planning succession kind of discussions. Not a</p>



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1 lot but some.  
2 Q. When Ms. Smith left Trace Crossings,  
3 did she stay in the district?  
4 A. She did.  
5 Q. Where did she go?  
6 A. Mr. Jent, I don't remember the exact  
7 title. Best I recall, again, I think there was  
8 an opening coming up in the -- it was kind of a  
9 federally funded position. I think we did a lot  
10 of work within the Title I federal funding  
11 program. I want to say that we ended up, I  
12 believe she interviewed with -- I think there  
13 was a position under Dr. Dodson, best I recall,  
14 again, and I hate to keep adding that  
15 disclaimer, but best I recall that was her next  
16 position.  
17 I think we kind of functionally  
18 meshed some various responsibilities together  
19 with that. Best I recall, it was not a mirror  
20 image of the -- as far as the responsibilities  
21 from the previous position, but that was part of  
22 it best I recall.  
23 Q. Okay. Did Ms. Smith apply for the

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1 principal position at Trace Crossings when Dot  
2 Riley left?  
3 A. She did.  
4 Q. And she did not receive the position,  
5 correct?  
6 A. She did not.  
7 Q. Did she ever express to you that she  
8 was upset about not receiving the position?  
9 A. She did over time. I don't remember  
10 a specific instance, but yes. I think she was  
11 disappointed that -- my recollection is that she  
12 was disappointed that she did not get the  
13 position.  
14 Q. When Ms. Litaker was transferred to  
15 Trace Crossings as principal, was she allowed to  
16 choose her own support staff?  
17 A. I think, over time I think -- I don't  
18 remember a specific request of to move various  
19 folks, but I think a lot of times that was  
20 something you kind of had to -- you did within  
21 the cycle, that annual cycle of staffing for the  
22 upcoming year. You know, if there's -- as  
23 openings come about, as folks request transfer,

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1 as that personnel model evolves. But those  
2 would certainly be her decisions for the most  
3 part.  
4 Q. Okay. Did Ms. Smith file any legal  
5 action against Hoover regarding not receiving  
6 the principal position at Trace Crossings?  
7 A. I think she filed an EEOC claim.  
8 Q. Did she file a lawsuit? Do you know?  
9 A. Do you consider an EEOC claim a  
10 lawsuit?  
11 Q. I don't. A lawsuit is filed in  
12 court. EEOC is a federal agency.  
13 A. I would say no to my recollection.  
14 Q. Okay. So she filed a charge, you  
15 remember, but you don't remember her actually  
16 filing something in court?  
17 A. That's my memory.  
18 Q. And did she allege race  
19 discrimination?  
20 A. I don't remember the specifics. If  
21 you want me to guess, to the best of my --  
22 MS. YUENGERT: I don't want you to  
23 guess.

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1 Q. I'm just asking you what you know.  
2 Do you know if she filed to the best of your  
3 recollection?  
4 A. I would be most comfortable answering  
5 your question with a document in front of me as  
6 a point of reference. I don't want to guess.  
7 I've been advised not to guess.  
8 Q. All I want to know is what you recall  
9 sitting here today, okay?  
10 A. Okay.  
11 Q. Ms. Smith was African-American?  
12 A. Yes.  
13 Q. Is African-American. I'm bad with my  
14 tenses. Y'all school teachers are all going to  
15 start hitting me before the day is over,  
16 probably.  
17 (Whereupon, a discussion off the  
18 record was held.)  
19 (Plaintiff's Exhibit No. 3 was marked  
20 for identification.  
21 Q. Let me show you Exhibit 3, which is  
22 Ms. Litaker's 2010 employment contract at Trace  
23 -- the initial one when she was transferred to

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1 Trace Crossings. See if you recall that.  
2 MS. YUENGERT: Is there a question  
3 pending?  
4 Q. I'm sorry, I thought he was looking  
5 at it. I'm sorry. Do you recognize this as Ms.  
6 Litaker's initial principal employment contract  
7 in 2010 when she became principal at Trace  
8 Crossings?  
9 A. It appears to be the probationary  
10 contract template we would have used.  
11 Q. And that's your signature on the back  
12 page?  
13 A. It appears that it is.  
14 Q. And the probationary contract period  
15 was from July 1st, 2010 through June 30th, 2012?  
16 A. Yes.  
17 Q. And as a probationary contract  
18 principal, explain to me what your understanding  
19 of what that probationary -- the term  
20 probationary meant as far as it applied to these  
21 principals?  
22 A. A lot of it in my mind, again to my  
23 recollection was driven by a specific contract

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1 principal law. As I recall, the law --  
2 Q. The Teacher Accountability Act?  
3 A. I think that was the one. The law  
4 prescribed a -- for a principal that did not  
5 have principalship experience. There were  
6 certain options for ones that did have. I think  
7 I remember, Mr. Jent, that, for example, if you  
8 had principalship experience, you had to receive  
9 a three-year contract. You know, other terms  
10 specific to the relationship were negotiable.  
11 I don't remember if it was required  
12 that you had to have a probationary or whether  
13 it was typical or suggested in the contract.  
14 But we typically -- I think, again, to my  
15 recollection, I think there were parameters  
16 around -- if it was a probationary agreement, I  
17 want to say it could only be two years or less  
18 if I remember right.  
19 Q. What did it mean that it was a  
20 probationary contract? Do you know?  
21 A. You know --  
22 Q. I mean, was it a --  
23 A. -- other than having researched,

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1 probationary has been a term, again, not coming  
2 through education in the traditional way, it  
3 seemed to be a term that was inherent in the  
4 language in education kind of like a temporary  
5 evaluation kind of a period is my -- what would  
6 be, I guess, the way I would try to describe my  
7 understanding of it.  
8 Q. Okay. And then this contract ended  
9 on June 30th, 2012, correct?  
10 A. Yes.  
11 Q. And Ms. Litaker worked as principal  
12 during that period from July 1st, 2010 to June  
13 30th, 2012, correct?  
14 A. Yes.  
15 Q. At Trace Crossings?  
16 A. Yes.  
17 Q. And then at the end of the June 30th,  
18 2012 period, you offered Ms. Litaker another  
19 contract, correct?  
20 A. Right.  
21 (Plaintiff's Exhibit No. 4 was marked  
22 for identification.)  
23 Q. Let me show you what I've marked as

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1 Exhibit 4. Is this the contract that you and  
2 Ms. Litaker signed, it looks like on or about  
3 June 18th, 2012?  
4 A. It appears to be the contract we  
5 signed.  
6 Q. And this is not a probationary  
7 contract, is it?  
8 A. Correct.  
9 Q. And this was -- this contract was for  
10 a three-year period, correct?  
11 A. Yes.  
12 Q. Was this the standard type contract  
13 you recall being offered to all principals in  
14 the Hoover School System at that time?  
15 A. With regard to term, certainly the  
16 pay, I think, was negotiable, and typically was  
17 negotiated. But in a general sense, yes, this  
18 is a typical template, I would say.  
19 Q. And the principals in the Hoover  
20 School System, at least do all your principals  
21 work under these employment contracts?  
22 A. Because we had some principals that  
23 were principals when this law that created this,

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1 I think we still had and still have -- I think  
2 they still have principals that are, I guess you  
3 would refer to them as tenured principals that  
4 aren't operating under a fixed type contract as  
5 this is.  
6 Q. Okay. At the time you left, do you  
7 recall how many of those were at Hoover?  
8 A. I can guess if my attorney will let  
9 me.  
10 Q. We will take it as a guess.  
11 A. One at Deer valley, Bluff Park,  
12 Greystone, and Ms. Feltham at Shades Mountain.  
13 I may have covered them all.  
14 Q. Shades Mountain, is that elementary?  
15 A. Elementary. I'm sorry. I believe  
16 those are the four.  
17 Q. Who is at Deer Valley?  
18 A. Dr. Richardson, Wayne Richardson.  
19 Q. And Bluff Park?  
20 A. Dr. Fancher, David Fancher.  
21 Q. And Greystone?  
22 A. Dr. Wheaton, Kathy Wheaton, with a K.  
23 Q. And as a tenured principal, they did

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1 not have a written contract such as the one we  
2 have in front of us here as Exhibit 4?  
3 A. I don't know if they did or did not  
4 have a written contract. It was certainly not  
5 under the same legal guidance. They may have  
6 had a contract. I'm just not -- I don't know.  
7 I would have to see what was created when they  
8 were hired. They may or may not. Some school  
9 systems do teacher contracts, some don't,  
10 because it's -- anyway, I don't recall, but they  
11 don't operate under a fixed term is my  
12 understanding. There's a continuing service  
13 understanding in a tenured type of arrangement.  
14 Q. Now, you said that for the most part  
15 the contracts are standard and some parts are  
16 negotiated, and you said the salary part, the  
17 amount of the salary was typically negotiated,  
18 correct?  
19 A. I mean, that's the theory behind it,  
20 yes. And it wasn't, here's the salary schedule  
21 adopted by the Board of Education and this is  
22 what should be paid. It was not that.  
23 Q. Okay. Any other parts of the

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1 contract, and take a second to look through it,  
2 that you would recognize as not being part of  
3 the standard contract, principal contract, or  
4 principal employment contract?  
5 A. Standard, Hoover standard?  
6 Q. Hoover standard.  
7 A. Legal standard?  
8 Q. Hoover standard.  
9 A. I do not recognize anything or  
10 remember anything that we would have done  
11 materially different from the typical that we  
12 used at the time.  
13 Q. Okay. How many elementary schools  
14 were in the Hoover system or were at the time  
15 that you were? And, essentially, I want to know  
16 during the time period between 2010 and 2013.  
17 A. Ten, depending on how you count the  
18 intermediate school.  
19 Q. Where's the intermediate school?  
20 A. It was a 5/6 grade configuration. I  
21 believe we had ten K-4 and K-5 schools.  
22 Q. Was Trace Crossings K-4 or K-5?  
23 A. It was K-5 at one point. It became

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1 K-4 when we created the intermediate school and  
2 did some realigning.  
3 Q. When Ms. Litaker was the principal,  
4 do you recall?  
5 A. I knew you were going to ask me that.  
6 Honestly, I do not remember. I do not remember  
7 where that was in the timeline.  
8 Q. Okay. What is the AYP?  
9 MS. YUENGERT: What does it stand  
10 for?  
11 Q. What does it stand for and do you  
12 know what it is?  
13 A. Adequate yearly progress. It was  
14 kind of a measurement within the context of No  
15 Child Left Behind.  
16 Q. Is it based on testing scores?  
17 A. I believe there's other variables,  
18 but that is certainly a component of it. I want  
19 to say there was an attendance component as  
20 well. Again, I really want to brush up on that  
21 to be definitive.  
22 Q. Do you recall how many teachers were  
23 at Trace Crossings at the time Ms. Litaker was

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1 the principal?

2 A. I do not. Part of that goes with

3 remembering whether they had an extra grade or

4 not.

5 Q. Prior to having Ms. Litaker sign the

6 Exhibit 4, the June 2012 contract, signed on

7 June 18th, 2012, were you aware of any

8 performance problems that Ms. Litaker was having

9 at the Trace Crossings school?

10 A. I was not.

11 Q. Were you aware or did you have --

12 prior to her signing this contract, did you have

13 any concerns with the way the Trace Crossings

14 school was performing?

15 A. It was -- I mean, we had kind of a

16 general, I guess, desire for all our schools to

17 be successful. But other than that, a specific

18 concern, we were -- you know, we thought the

19 leadership there was sound and, hence, we

20 entered into a long-term three-year agreement.

21 Q. The school year in the Hoover system,

22 specifically at Trace Crossings, approximately

23 from sometime in August through sometime May,

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1 first of June, end of May --

2 A. That's the general --

3 Q. Typical --

4 A. I don't remember a year where we

5 didn't set up a calendar to have school days

6 after Memorial Day, so, yeah, typically

7 somewhere in August through end-ish of May.

8 Q. Not a year round program --

9 A. No.

10 Q. -- for students?

11 A. No. Although we had various

12 offerings, but not a standard universal for

13 everybody, but we certainly had things that we

14 offered from time to time in the summer months.

15 Q. Did the principals or did Ms.

16 Litaker, do you know, did she work -- was it a

17 twelve-month contract?

18 A. Yes.

19 Q. After Ms. Litaker signed the contract

20 in June of 2012, did you become aware of any

21 problems with her performance as principal at

22 Trace Crossings?

23 A. No.

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1 Q. Okay. After Ms. Litaker signed the

2 contract, did you become aware of any concerns

3 about the performance of the Trace Crossings

4 school?

5 A. As time progressed, I would receive

6 input from Ms. Veal, input from Ms. Barber. I

7 had requests to meet with parents over time, and

8 I had those meetings with parents, but -- what

9 was your question?

10 Q. After June 18th, 2012, after the

11 contract was signed, did you have any -- were

12 you aware of any concerns about any performance

13 issues with the Trace Crossings school, not Ms.

14 Litaker's performance, but the performance of

15 the school?

16 A. Just, again, it's -- I say again, I

17 know I asked you to repeat the question. But as

18 we began to -- as I began to receive input from

19 Ms. Veal, Ms. Barber with regard to the school,

20 meetings with parents, yes, it did -- it

21 appeared that things weren't in sync as we would

22 have liked.

23 Q. What input did you receive -- do you

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1 recall receiving from Ms. Veal?

2 A. Just that she was receiving various

3 personnel type issues with the school. I think

4 various folks, to my recollection, were asking

5 to meet with her to express concerns about

6 various operations in the school. I do not have

7 names and details, but just a general -- my

8 recollection from her is a general trend of

9 those types of complaints and concerns expressed

10 from various personnel at the school.

11 Q. And I'm not going to ask you for the

12 name of the people if you don't remember. You

13 don't remember any of the people?

14 A. I don't.

15 Q. And not the date of the complaints,

16 but do you recall any specifics about what the

17 complaints were about?

18 A. You're just really going to have to

19 get that from Ms. Veal with regard to the

20 specifics of it. I do recall kind of a -- it

21 seemed like over that first semester an

22 increasing number. It seemed to be increasing

23 as opposed to isolated types of things, just

<p style="text-align: right;">Page 45</p> <p>1 from an overall standpoint of the input that I  2 was receiving from her over time.  3 Q. Do you recall at all when Debra Smith  4 left Trace Crossings?  5 A. I do not. I do recall that Ms. Stone  6 was the assistant principal at the time in that  7 November 2012, but I don't remember when that  8 change was made.  9 Q. You don't recall how long she was in  10 the position?  11 A. I don't.  12 Q. That's Amanda Stone?  13 A. Right.  14 Q. Does she still work for the Hoover  15 system? When you left?  16 A. I assume she does. She was there  17 when I left.  18 Q. And what position was she in when you  19 left?  20 A. Assistant principal at Trace  21 Crossings.  22 Q. What issues do you recall or input do  23 you recall getting from Ms. Barber related to</p>	<p style="text-align: right;">Page 47</p> <p>1 A. I don't recall. During that --  2 Q. During that time period after June of  3 2012?  4 A. Not that I recall.  5 Q. You said that some parents, though,  6 did request to meet with you, correct?  7 A. Right.  8 Q. And -- well, let me ask this question  9 because it's a little different. Did any Hoover  10 school personnel ask to meet with you regarding  11 concerns just about Trace Crossings in general  12 after June 18th, 2012 when the contract was  13 signed up until the removal in November 16th,  14 2012?  15 A. I know Ms. Litaker and Dr. Camp  16 requested to meet with me regarding the school.  17 Q. When was that?  18 A. Summer of '12.  19 Q. Was Ms. Barber present during that?  20 A. Yes, to my recollection, yes.  21 Q. Who else was present during that  22 meeting?  23 A. Possibly Dr. Dodson, but I can't be</p>
<p style="text-align: right;">Page 46</p> <p>1 any problems at Trace Crossings school?  2 A. Just general culture type things.  3 Again, I was also at the same time having  4 requests to meet with parents, one specifically  5 that I remember was this issue around some  6 teachers being upset with the mandate of --  7 related to some kind of duty after school. I  8 think it was maybe parking duty, or before  9 school. I can't remember, but some kind of  10 mandate, that type of -- that's one specific  11 instance I remember.  12 I remember Ms. Barber talking about  13 various meetings that she had requested to have  14 regarding the school. One may or may not have  15 been Ms. Stone. I can't remember. But I just  16 remember the fact that she was having -- being  17 requested to meet with folks regarding the  18 school. And my understanding with Ms. Barber  19 was she was in kind of a routine contact  20 supportive role with Ms. Litaker as really a  21 function of her role.  22 Q. Did any Hoover personnel ask to meet  23 with you regarding Ms. Litaker?</p>	<p style="text-align: right;">Page 48</p> <p>1 for sure.  2 Q. And Ms. Litaker had actually asked  3 for that meeting?  4 A. I can't remember whether it was --  5 the direct request came from Dr. Camp or Ms.  6 Litaker, but my recollection is it was a request  7 for both of them to meet with me.  8 Q. And who is Dr. Camp? What position  9 did she hold?  10 A. I think at the time she was, I  11 believe, elementary -- Director of Elementary  12 Curriculum, I think, was her technical title.  13 Q. Is that Deborah Camp?  14 A. Yes.  15 Q. And what was the purpose of the  16 meeting with Ms. Litaker and Dr. Camp in the  17 summer of 2012 that you recall?  18 A. It was requested by, again, one or  19 both of them, but --  20 Q. Well, what was discussed during the  21 meeting?  22 A. The school. I believe they came with  23 a plan, which that seemed to be the purpose of</p>



<p style="text-align: right;">Page 49</p> <p>1 the meeting, was them to unveil their plan. 2 Q. And the plan, do you recall any 3 specifics about the plan? 4 A. It was a combination of acquiring the 5 services of some type of a consultant with 6 regard to the school. It was some proposed 7 personnel moves with the school. Those seemed 8 to be the primary components. 9 Q. Did you ask any questions of Ms. 10 Litaker about the plan? 11 A. Over the course of the -- over the 12 course of that meeting, I don't recall 13 specifically about the plan, but I think we 14 discussed it as a team. There were questions at 15 some point with regard to her faculty. 16 Q. Who asked those questions? 17 A. I remember a specific question that I 18 asked Ms. Litaker is to essentially assess her 19 faculty in her view as far as their 20 effectiveness as a whole. 21 Q. Did she answer that question? 22 A. Yes. 23 Q. Did she answer it satisfactorily?</p>	<p style="text-align: right;">Page 51</p> <p>1 inappropriate. So there was a lot of discussion 2 about those types of components of the proposed 3 plan, but, you know, there may or may not have 4 been other discussions about faculty. But I 5 know there was those related to the proposed 6 moves. 7 Q. So she did come to you, though, in 8 this meeting with a plan to move the school 9 forward, correct? 10 A. Yes. 11 Q. Was there a particular reason the 12 school needed moving forward? I mean, what was 13 the reason? 14 A. They called the meeting, so I assume 15 that they did feel like this plan was needed. 16 Q. And at that point, were you aware of 17 any AYP scores that had come back for Trace 18 Crossings that were not good scores? 19 A. Best I recall, this meeting was 20 July-ish. I don't recall whether the scores had 21 come back or not. I want to say that they -- I 22 don't know. I don't know definitively, but it 23 would be certainly easy to find out.</p>
<p style="text-align: right;">Page 50</p> <p>1 A. I think the general start of the 2 answer was: My faculty is weak. I've got a lot 3 of problems on my faculty. By the time she 4 finished, I think the closing assessment was 5 it's an okay faculty. So I really didn't -- I 6 didn't get -- I would say the answer is no. 7 Q. Did you ask questions when she 8 started talking about the faculty and she told 9 you it was weak? You or Ms. Barber, do you 10 recall anybody asking her questions specifically 11 about what she meant by was the faculty weak? 12 Was there a discussion held about the faculty 13 before it -- during the interim between when she 14 said the faculty was weak and the closing when 15 she said it was okay? 16 A. Yeah, and I don't know that she -- I 17 don't know if she used the term weak. 18 Q. I'm using your terms, yeah. 19 A. Yeah, I don't recall. The discussion 20 was kind of all over the board. There was a lot 21 of discussion about this consultant that they 22 wanted to hire, the expected cost, the reason 23 why certain moves they felt were appropriate or</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. Do you recall the AYP scores even 2 being discussed during this meeting? 3 A. I do not recall whether they were 4 discussed or not. I don't recall whether they 5 were released. I would assume that if they were 6 released at the time, they would have been 7 discussed. So they may or may not have been 8 discussed. 9 Q. But you don't recall? 10 A. I don't. 11 MR. JENT: Let's take just a couple 12 of minutes. 13 MS. YUENGERT: Okay. 14 (Whereupon, a brief recess was 15 taken.) 16 Q. We were talking about a meeting that 17 was in July. Do you recall? 18 A. Thereabouts. 19 Q. Somewhere in there? 20 A. Right. 21 Q. And do you recall in this meeting Ms. 22 Litaker raising any issues about what she 23 thought were maybe testing infractions with any</p>



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1 of the tests from the previous year at Trace  
2 Crossings?  
3 A. I don't recall that.  
4 Q. Do you ever recall her raising that  
5 issue with you?  
6 A. Yes. Seems like -- seems like  
7 subsequent, I don't know the exact time, but,  
8 yeah, subsequent -- at some point, yes,  
9 questioned the test results.  
10 Q. And at some point during the 2012  
11 school year, do you recall Trace Crossings  
12 receiving notification that some part of the  
13 testing had -- they had not passed that part of  
14 the test, some part of the testing?  
15 A. We typically got test results. I  
16 believe principals got kind of raw type test  
17 results at some point preceding the official  
18 release of test results. That was my  
19 understanding. What was your question again,  
20 Kevin?  
21 Q. Do you recall Trace Crossings --  
22 during the time that Ms. Litaker was there, do  
23 you recall Trace Crossings failing any of the

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1 AYP testing in any part?  
2 A. I recall for that year honestly  
3 because I read it so much in the paper, yeah.  
4 There was a -- they, quote, didn't make AYP.  
5 However, I believe with regard to our -- the  
6 typical template indicators that we used as a  
7 district, and I really want to go back and  
8 verify this, but I don't think -- I think that  
9 was the time when we were transitioning away  
10 from -- maybe the state had gotten a waiver or  
11 was in the process of getting a waiver.  
12 I can't remember how the timing of  
13 all that was going on. At some point the AYP  
14 result, the state was intending to get us out  
15 from under that, and I can't remember whether at  
16 that point they had gotten us out from under  
17 that or they were intending to. I would just  
18 have to go back.  
19 Q. You're saying at some point in time  
20 the state was trying to get the Hoover system or  
21 every school in the state?  
22 A. Have their own plan, their own  
23 indicator type set, and I'm really pushing my --

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1 Q. That's fine.  
2 A. I don't remember where it was in that  
3 with regard to that.  
4 Q. And what you're talking about is some  
5 indicator type set outside of the scores for the  
6 AYP testing?  
7 A. Yeah, but we looked at test scores  
8 anyway. We looked at test scores. Principals  
9 certainly looked at test scores probably more  
10 intimately than anybody.  
11 Q. Was it reported in the newspaper that  
12 any other Hoover schools at this same time had  
13 not passed the AYP?  
14 A. I don't recall. I mean, I don't  
15 recall whether it was or not. I know the  
16 typical -- typically, our reporter that  
17 traditionally covered Hoover usually didn't miss  
18 a chance to report something like that.  
19 Q. Is that Mr. Anderson?  
20 A. Yeah. But I don't recall whether he  
21 did or didn't in this case.  
22 Q. Do you recall if it was ever reported  
23 that Hoover Intermediate School did not pass the

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1 AYP scores?  
2 A. I don't recall.  
3 Q. Or Greystone Elementary?  
4 A. I don't recall.  
5 Q. Do you recall if either one of those  
6 schools did not pass the AYP in some part or  
7 failed the AYP in some part?  
8 A. I would have to -- to answer  
9 definitively, I would want to go back and check  
10 the record.  
11 Q. Okay. And I believe we talked  
12 earlier, you told me earlier Kathy Wheaten was  
13 at Greystone?  
14 A. She was.  
15 Q. And Scott Mitchell was at Hoover  
16 Intermediate, correct?  
17 A. Brock's Gap Intermediate.  
18 MS. YUENGERT: And when you say Kathy  
19 Wheaten was at Greystone, at what time?  
20 Q. During which time period was Kathy  
21 Wheaten at Greystone?  
22 A. I answered my question assuming what  
23 we've typically done was when I left, and when I

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1 left, she was at Greystone.  
2 Q. She was still there. Had she been  
3 there the entire time you were superintendent?  
4 A. No.  
5 Q. Where else had she been?  
6 A. Berry Middle School.  
7 Q. Was she principal at Berry Middle  
8 School?  
9 A. I think she was other places, but all  
10 -- the time I was there, to the best of my  
11 recollection, she was always the principal at  
12 Berry Middle School. Now they got moved around  
13 physically over that time period, but I want to  
14 say before she may have -- well.  
15 Q. That's fine. Just a couple of  
16 questions about that. Was Ms. Wheaten, she  
17 moved from Berry Middle School to Greystone  
18 Elementary while you were --  
19 A. She did.  
20 Q. And was she transferred or did she  
21 request a transfer?  
22 A. She was transferred, but my  
23 understanding was that was a mutual agreement

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1 between the two of us.  
2 Q. Okay. And she was transferred -- she  
3 was one of those you listed as being under --  
4 that's still the tenure laws applied to her?  
5 She was a tenured principal?  
6 A. Yes.  
7 Q. Do you recall if Berry Middle School,  
8 if they failed the AYP scores during the time  
9 period Ms. Wheaten was there?  
10 A. I don't recall. I recall their  
11 performance being generally strong test score  
12 wise over time.  
13 Q. After the meeting you've told me  
14 about already with Ms. Litaker and Dr. Camp  
15 sometime in the summer of 2012, did you have any  
16 follow-up discussions with Ms. Litaker about the  
17 issues raised in that meeting?  
18 A. What issues raised in the meeting?  
19 Q. Anything that you were -- well, you  
20 had a meeting. She presented a plan for the  
21 school. It involved a consultant, the things  
22 you told me about earlier. I don't want to put  
23 words in your mouth.

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1 A. Yeah.  
2 Q. Did you have any follow-up meetings  
3 with her about the topics, the things discussed  
4 in that summer meeting?  
5 A. Before I went into that meeting, I  
6 had had discussions with Ms. Barber and I  
7 believe Ron Dodson, as well, with regard to  
8 something I was thinking about, and that was  
9 kind of teaming up as a -- within our own  
10 organization and under Ms. Litaker's direction,  
11 essentially developing a plan to be in the  
12 school assessing -- being involved with team  
13 meetings, for example, assessing what's going on  
14 in the classroom, what's going on in school.  
15 I tentatively discussed that type of  
16 a process with Ms. Barber and I believe Dr.  
17 Dodson going into that meeting, not knowing what  
18 they wanted to discuss in the meeting, and my  
19 point in this is -- to answer your question is,  
20 I don't remember whether we got into that in  
21 that meeting or whether that was subsequent to  
22 that. But I think there was mutual agreements  
23 with that kind of an approach at some point.

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1 Again, I don't remember whether it was -- that  
2 all happened in that meeting or whether it was a  
3 follow-up. But I knew that's ultimately the  
4 general agreed-upon approach between the group.  
5 Q. What prompted the group's -- your  
6 discussions with the group, Ms. Barber and  
7 possibly Mr. Dodson, to implement some sort of  
8 team approach at the Trace Crossings school?  
9 A. Again, they called the meeting. They  
10 wanted to hire a consultant. I was adverse to  
11 that idea in general. I think we did the  
12 personnel things that they suggested, but in my  
13 view we had just come off a process where a  
14 consultant had been in the school.  
15 My understanding, it was supposed to  
16 be a -- it was described to me as a really,  
17 really intense review of the school and what's  
18 going on with the school and the deliverable of  
19 that was supposed to be a plan or a road map.  
20 That had been done previously. So to bring in  
21 another consultant, I felt like we had the  
22 capacity in house to assess, you know, and  
23 develop a direction for the school if, in fact,

<p style="text-align: right;">Page 61</p> <p>1 the folks that called the meeting wanted to  2 develop a road map for the school.  3 Q. Okay. Who was the consultant that  4 had previously been at Trace Crossings?  5 A. I don't remember. It was --  6 Q. Do you remember what group they were  7 from?  8 A. I do not. It was always described to  9 me from Dr. Camp as she would say, a SATs review  10 on steroids.  11 Q. Would that have had to have been -- a  12 consultant coming into Trace Crossings, is that  13 something the board would have to approve in a  14 meeting?  15 A. Not necessarily. It just depends,  16 and I do not recall whether that one was or was  17 not.  18 Q. If it --  19 A. And I don't remember the -- well, go  20 ahead. I'm sorry.  21 Q. If we're talking the time period now,  22 this meeting and these discussions were summer  23 of 2012, do you recall when it was the</p>	<p style="text-align: right;">Page 63</p> <p>1 Q. What do you remember being requested?  2 A. The meeting with me.  3 Q. Okay. Then did you have the  4 discussions that you were telling me about with  5 Ms. Barber and Mr. Dodson about the team  6 approach, did you have those prior to the  7 meeting with Ms. Litaker and Dr. Camp?  8 A. I did.  9 Q. What prompted you to have the  10 discussions that we're going to look at putting  11 in this team approach at Trace Crossings?  12 A. Just being able to assess, kind of  13 anticipating maybe the purpose of the meeting.  14 It was not typical for them to call a specific  15 meeting with me. And, again, I don't remember  16 if -- how that timing of that related to the  17 meetings that I had had with parents, for  18 example. I believe I had multiple meetings with  19 parents, so potentially, it was a product of  20 that, those discussions with parents.  21 Q. What specifically do you recall  22 parents -- what issues do you recall parents  23 having meetings with you about during that time</p>
<p style="text-align: right;">Page 62</p> <p>1 consultant had been at Trace Crossings?  2 A. I do not.  3 Q. Do you recall who the principal was?  4 A. I do not.  5 Q. Was it Dot Riley?  6 A. I don't recall.  7 Q. You don't recall?  8 A. I don't recall the timing of that.  9 Q. Was it prior to Ms. Litaker coming as  10 principal?  11 A. I don't recall.  12 Q. And did that consultant, do you  13 recall any of the findings that consultant made  14 about the Trace Crossings school?  15 A. I don't.  16 Q. When Ms. Litaker asked you, or  17 whoever, Dr. Camp, whoever asked you for the  18 meeting in the summer of 2012, did they tell you  19 that they were going to suggest bringing on a  20 consultant?  21 A. I don't recall knowing any of the  22 details going into the meeting. Again, I  23 remember it being requested by one or both.</p>	<p style="text-align: right;">Page 64</p> <p>1 period?  2 A. It typically was a group. It was not  3 necessarily the same group each time. I would  4 say if you step back and tried to summarize, it  5 was not a -- the whole group had all these  6 concerns. It was just a discussion, but I would  7 say there was a general not satisfied -- that's  8 not, my English teacher is going to get me, too  9 -- general dissatisfaction with various aspects  10 of the school or the school in general.  11 Q. And do you recall any specifics about  12 their dissatisfaction?  13 A. Home values, folks moving out of the  14 zone to attend other schools, folks pulling  15 their kids going to private school. I think  16 discipline in the school to a various degree,  17 test scores at the school, those types of  18 things.  19 Q. When Ms. Litaker took over as  20 principal at Trace Crossings, the test scores  21 prior to her takeover were at the lower end of  22 the district, weren't they?  23 A. I would have to go back to</p>

<p style="text-align: right;">Page 65</p> <p>1 definitively answer and compare.</p> <p>2 Q. What issues related to discipline in</p> <p>3 the school do you recall being brought up?</p> <p>4 A. Just not a -- from the parents?</p> <p>5 Q. Uh-huh (positive response).</p> <p>6 A. I would characterize it as not a good</p> <p>7 learning environment in some cases. And, again,</p> <p>8 I didn't -- it was hard to tell. I did mostly</p> <p>9 listening but it was hard to tell whether that</p> <p>10 was from a school-wide perspective, from a my</p> <p>11 child's perspective. I did mostly listening,</p> <p>12 but that was one of the things that I recall</p> <p>13 being brought up.</p> <p>14 Q. Did the enrollment at Trace Crossings</p> <p>15 increase or decrease during the time that Ms.</p> <p>16 Litaker was the principal?</p> <p>17 A. I would want to -- again, I'm sorry,</p> <p>18 but I would want to go back and see the actual</p> <p>19 numbers, and I'm not as intimate with those as I</p> <p>20 was when I was employed there. And then you</p> <p>21 have this time when we took a grade out. So I</p> <p>22 would want to -- I want to have a better basic</p> <p>23 -- but it's all officially on -- can be</p>	<p style="text-align: right;">Page 67</p> <p>1 zoned for Trace Crossings?</p> <p>2 A. There was. A geographic zone.</p> <p>3 Q. Was it right there in the, I guess</p> <p>4 I'm going to call it below the Galleria area,</p> <p>5 there's a Trace Crossings neighborhood?</p> <p>6 A. Yeah. Again, I would really want to</p> <p>7 have it in front of me, because there was a lot</p> <p>8 of undeveloped area that I can't remember</p> <p>9 whether it was technically in the zone. We --</p> <p>10 but, yes, it certainly for the most part</p> <p>11 included the neighborhoods directly surrounding</p> <p>12 it. It also would include the multifamily</p> <p>13 dwellings that were zoned there that would not</p> <p>14 necessarily -- may or may not necessarily be</p> <p>15 closest to it.</p> <p>16 Q. Okay. And you said -- you also said</p> <p>17 people were concerned that people were moving</p> <p>18 out of the zone?</p> <p>19 A. That was a concern raised.</p> <p>20 Q. What was -- explain that to me, what</p> <p>21 you recall being raised. They were concerned</p> <p>22 that they were going to have to move out of the</p> <p>23 zone or that they knew of people who were moving</p>
<p style="text-align: right;">Page 66</p> <p>1 accessed.</p> <p>2 Q. What kind of reports would I need to</p> <p>3 ask for for that information?</p> <p>4 A. ADM reports. I believe you can go</p> <p>5 to --</p> <p>6 Q. ADM?</p> <p>7 A. ADM, average daily membership,</p> <p>8 basically average enrollment, but I believe you</p> <p>9 can go to the State Department of Education's</p> <p>10 website, and I believe there's a certain amount</p> <p>11 of history there.</p> <p>12 Q. And you said parents had concerns</p> <p>13 about home values?</p> <p>14 A. Those were raised.</p> <p>15 Q. And were most of the parents you were</p> <p>16 meeting with, as far as you recall, were they</p> <p>17 people who owned homes in the district?</p> <p>18 A. Just based on -- it wasn't a specific</p> <p>19 question I asked, but based on the discussion, I</p> <p>20 would say a majority. The majority probably.</p> <p>21 Q. And during this time period,</p> <p>22 typically what area did Trace Crossings pull</p> <p>23 from in Hoover? Was there a set zone that was</p>	<p style="text-align: right;">Page 68</p> <p>1 out of the zone?</p> <p>2 A. I think probably what I heard was</p> <p>3 some folks already have. We're telling you some</p> <p>4 folks already have. Some folks are going to</p> <p>5 continue, and probably some even said, you know,</p> <p>6 we're considering it, too, that type of general</p> <p>7 -- that type of general discussion.</p> <p>8 Q. Did they tell you why they believed</p> <p>9 people were moving out of the zone?</p> <p>10 A. First of all, I can't answer the</p> <p>11 question today, because, again, it was multiple</p> <p>12 folks.</p> <p>13 Q. I'll rephrase it. Do you recall in</p> <p>14 any of these meetings with parents a reason</p> <p>15 being given to you why whoever you were meeting</p> <p>16 with believed that people were moving out of the</p> <p>17 zone?</p> <p>18 A. I think I can only assume it's</p> <p>19 related to that general dissatisfaction.</p> <p>20 Various individuals around the table may have</p> <p>21 had their unique dissatisfactions, but trying to</p> <p>22 summarize collectively all those things, I can't</p> <p>23 really assign those to the group.</p>



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1 Q. You said there were some issues  
2 raised as to test scores. What do you recall  
3 about those?  
4 A. I just remember there was one  
5 particular parent that came with charts and  
6 graphs and those types of things, and that was  
7 her issue.  
8 Q. Do you recall who that was?  
9 A. I do not.  
10 Q. Do you recall what grade her child  
11 was in?  
12 A. I do not.  
13 Q. And so I'm clear, I'm only limiting  
14 this question to Trace Crossings parents, okay?  
15 I'm not -- I know it's a big school system and  
16 I'm not asking for every parent that's ever came  
17 and met with you about some issue in a school.  
18 I'm just limiting it to this specific time  
19 period we're talking about --  
20 A. Right.  
21 Q. -- in the summer of 2012 and issues  
22 related to Trace Crossings, okay?  
23 Did any of the parents in any of

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1 these meetings that we're talking about ever ask  
2 you to remove Ms. Litaker as principal at Trace  
3 Crossings?  
4 A. No.  
5 Q. Did any of these parents raise  
6 specific concerns with Ms. Litaker?  
7 A. Not to my recollection.  
8 Q. Did you ever tell Ms. Litaker that  
9 parents had come to you expressing concerns  
10 about Trace Crossings?  
11 A. I don't recall a specific  
12 notification, no, but I don't know that I didn't  
13 either.  
14 Q. Did you go to any -- well, first off,  
15 was there a PTO at Trace Crossings?  
16 A. I assume there was.  
17 Q. Did you ever go to any PTO meetings  
18 where you addressed the group related to any  
19 concerns that were raised about Trace Crossings  
20 during this time period?  
21 A. There was a, kind of a schedule that  
22 we did at some point. I don't remember if it  
23 was during that time point where we tried to go

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1 to all PTOs or all schools. I say it was not  
2 necessarily to attend the PTO, although that's  
3 kind of naturally how it played out. But,  
4 again, I don't remember whether it was during  
5 this time period or not or the time period  
6 you're interested in. But there was a time when  
7 we intentionally went school by school and it  
8 generally ended up naturally being in the  
9 context of a PTO meeting.  
10 Q. The ADM reports that would have the  
11 average daily attendance, do those also contain  
12 things, other demographics such as the race of  
13 the students, sex of the students, anything like  
14 that?  
15 A. I don't know if the posting on the  
16 State Department of Education's website will  
17 have that. I believe it does. I know the  
18 submission that we provide to them does have it  
19 broken out by subgroup.  
20 Q. Was there a concern raised by any of  
21 these parents in any of the issues you've told  
22 me about related to the amount of multifamily  
23 dwelling kids that were going into the Trace

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1 Crossings school?  
2 A. In the parent meetings?  
3 Q. Yes.  
4 A. I don't recall a specific reference  
5 to the number of multifamily dwellings.  
6 Q. Did you ever have a complaint  
7 regarding that from anybody while Ms. Litaker  
8 was principal at Trace Crossings?  
9 A. Ms. Litaker touched upon it.  
10 Q. Tell me about that.  
11 A. There was a time when she and I had  
12 the opportunity to talk, and I don't remember  
13 the time frame, that the discussion went to  
14 school, how things were going, that type of  
15 thing. And she raised, not the concern -- it  
16 wasn't a concern on her part. It was just her  
17 and I discussing the challenges within the  
18 school.  
19 And I think you would -- we would  
20 generally think of Trace Crossings as having a  
21 more transient type of population. So I think  
22 that discussion, you know, would have been  
23 around, you know, the challenges inherent in

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1 that within a school. And she didn't raise it  
2 as an issue other than, you know, it's something  
3 we discussed, and how can we support around  
4 this.  
5 Q. Okay. Did you have any -- did you  
6 add to that conversation? Did you have any  
7 ideas about how you support around that or how  
8 you address those challenges?  
9 A. I mean, I remember it being just  
10 mainly a how things were going, this is what  
11 we're planning, these are the things we're  
12 doing, that type of discussion.  
13 Q. After the meeting in summer of 2012  
14 that we had talked about earlier, was any sort  
15 of plan implemented at Trace Crossings? Be it  
16 what you had envisioned, what Ms. Litaker had  
17 brought to the meeting, was anything implemented  
18 different for that 2012/2013 school year at  
19 Trace Crossings?  
20 A. The concept that we had discussed  
21 going into that meeting was ultimately discussed  
22 in the group at some point. Again, I don't  
23 remember whether that was in --

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1 Q. You mean your concepts you had  
2 discussed with Ms. Barber?  
3 A. Generally speaking. I mean, I --  
4 again, I believe it was ultimately discussed as  
5 a group. Ultimately, I feel like modified based  
6 on that team input, and best I recall, that type  
7 of at least conceptual tie back to what I was  
8 thinking, whether it ended up looking exactly  
9 what I envisioned it. I mean, what I envisioned  
10 was just let's get our people, form a team, and  
11 go in there and support the principal. That was  
12 kind of the concept. Now, whose plan it  
13 ultimately was, I would hope it was our plan as  
14 a group.  
15 Q. What was the purpose for having a  
16 plan in place to support the principal? What  
17 was going -- I mean, was there something going  
18 on that would cause that?  
19 A. We had this meeting that they called,  
20 and they wanted to hire a consultant, and you  
21 had previously asked me what prompted me to talk  
22 with Ms. Barber.  
23 Q. Right.

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1 A. And we veered off into the -- or you  
2 subsequently asked me about the parent thing.  
3 Q. Right.  
4 A. So that's it in a nutshell.  
5 Q. Okay.  
6 A. But having gone into this meeting  
7 where they requested what I recall as being a  
8 sizable investment in another consultant and  
9 some additional support, which we, to the best  
10 of my recollection, granted most, if not all of  
11 that additional support, you know, it was kind  
12 of -- it kind of evolved as an alternative to  
13 this consultant group coming in. Or I don't  
14 know if it was a group or not. I didn't know  
15 enough about it to know.  
16 Q. Was there ever anything you recall  
17 being put in writing about this support team  
18 concept support system that was put in place at  
19 Trace Crossings?  
20 A. Not that I know of.  
21 Q. Okay. And how did that team concept,  
22 as far as you recall, how did that work? What  
23 was done to implement that team concept and what

Page 76

1 was it?  
2 A. Ms. Litaker and Dr. Dodson, they took  
3 it and ran with it. The specifics of that plan  
4 or specifics of that implementation, you know,  
5 if they divided themselves up by grade levels  
6 and to the extent they were in classrooms, to  
7 the extent they would be in team meetings, to  
8 the extent they would sit down with Ms. Litaker,  
9 all that stuff was designed by them.  
10 Q. And do you know if there were  
11 meetings between Ms. Litaker and Dr. Dodson  
12 about that team?  
13 A. I would -- about the team?  
14 Q. Yes.  
15 A. Or post implementation?  
16 Q. Well --  
17 A. I think once there was an agreement  
18 that we were going to use our own folks to kind  
19 of team around this, then they took it and ran  
20 with it to the best of my recollection.  
21 Q. When you say use your own folks to  
22 team around, what actually -- what I'm asking is  
23 just what actually was -- what did that mean?



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1 What happened in the school?

2 A. In my mind, again, at that point in

3 time when there was the request for a

4 consultant, in my mind, we had the internal

5 capacity to do whatever it was to support Ms.

6 Litaker and to support the progression of the

7 school.

8 Q. And what internal people were used to

9 support Ms. Litaker and the progression of the

10 school?

11 A. This team that they subsequently

12 designed and implemented and, I mean, that team,

13 our folks. From that -- at that point in time,

14 when the concept, and I want to stress concept,

15 it was, we've got experts on our payroll.

16 Again, in my mind, we've got experts on our

17 payroll. We've got a principal in place. We've

18 got experts on our payroll. As opposed to

19 another consultant, let's work amongst

20 ourselves.

21 Q. Who was on that team?

22 A. Again, once it got to the -- I know

23 the intent was once it went into that stage was,

Page 78

1 I remember Ms. Barber telling me, I want this --

2 and I think she's told me that this came out of

3 her discussions with Ms. Litaker -- I want this

4 to be us, not outsider central office coming in,

5 but wanted it to really be under Ms. Litaker's

6 direction, so -- and we wanted the folks there

7 in the school to see it that way as well. I

8 just remember -- and I say that to say I just

9 remember that being an important piece of it.

10 Q. So are you saying what you recall is

11 they were going to use people that were already

12 at the Trace Crossings school?

13 A. No, no, no. I'm just saying that I

14 recall Ms. Barber telling me we want to

15 structure it this way.

16 Q. And my question is simply: Do you

17 recall from the time that this team concept was

18 implemented until Ms. Litaker left, any specific

19 people who were at the school who were doing

20 anything to support her or the school pursuant

21 to this team concept, this agreement for the

22 team concept?

23 MS. YUENGERT: So are you asking him

Page 79

1 can he tell you names of people?

2 MR. JENT: Names of people.

3 MS. YUENGERT: Names of people on the

4 team.

5 MR. JENT: I'm sorry I didn't ask it.

6 MS. YUENGERT: No. You asked it

7 fine.

8 A. The specific division and tasking and

9 how they assigned, I don't know.

10 Q. Do you recall any -- my question is

11 not even that far yet. I just want to know, do

12 you recall any of the people who might have been

13 -- who were used on the team?

14 A. Who might have been used. Ms.

15 Barber, Dr. Dodson. You mean people not

16 typically thought of as being employed directly

17 at the school?

18 Q. First, yes.

19 A. I would say -- again, this is my

20 recollection, because they took the concept and

21 ran with it. I think that would include Dr.

22 Dodson, Ms. Barber. I don't remember whether

23 Ms. Gurosky was employed at the time and/or part

Page 80

1 of this. I don't recall.

2 Q. Who is that?

3 A. She was the, at the time -- I don't

4 recall whether she was employed in that position

5 at that time. There was a transition period,

6 but she was -- I want to say her office was in

7 Trace Crossings at some point. She was a Title

8 1 coordinator basically. That may not be her

9 technical title, but --

10 Q. What's her first name?

11 A. Linda.

12 Q. Okay. Anyone else that was not

13 typically associated with, or not typically

14 employed at Trace Crossings?

15 A. I'm giving you the ones that I

16 recall, Dr. Camp, Dr. Dodson, and Ms. Barber.

17 Q. Did Dr. Camp report to Dr. Dodson?

18 A. Yes.

19 Q. And then do you recall any of the

20 Trace Crossings faculty or staff that were used

21 in this team concept for support?

22 A. I don't. I could just assume.

23 Q. Now, was Ms. Litaker on board with

Page 81

1 this team concept?

2 A. Yes.

3 Q. Did she cooperate with the

4 implementation of it?

5 A. Again, I saw it from a distance at

6 that point.

7 Q. Did you ever receive any reports that

8 she did not cooperate?

9 A. I did not. The one recollection I

10 can remember from Ms. Barber was she stated to

11 me how pleased Ms. Litaker was that we were

12 supporting her in this way.

13 Q. Okay.

14 MS. YUENGERT: It's noon, so is this

15 a good place for a break?

16 MR. JENT: This is a good breaking

17 point.

18 (Whereupon, a lunch recess was

19 taken.)

20 Q. (MR. JENT) all right. I think where

21 we left off, you had told me that Ms. Barber had

22 told you that Ms. Litaker was pleased with this

23 team support concept. Do you recall that?

Page 82

1 A. I do.

2 Q. As part of the team, this team

3 support concept, did you have regular meetings

4 with Ms. Barber where she reported back to you

5 what was going on in the school?

6 A. Not planned scheduled structured

7 meetings, but, I mean, other than interaction on

8 a daily basis, that kind of thing.

9 Q. And you and Ms. Barber's office were

10 in the same building?

11 A. They were.

12 Q. And that's the central office?

13 A. That's right.

14 Q. Sometimes if we see CO, that could be

15 referring to central office?

16 A. Most likely.

17 Q. And TC would be Trace Crossings in

18 this case?

19 A. In our context, yes. Actually, there

20 probably is -- you probably may see some TCs

21 that aren't Trace Crossings.

22 Q. Well, if I refer to it as Trace

23 Crossings and it's not --

Page 83

1 A. I'm going to assume you mean Trace

2 Crossings.

3 Q. But you can correct me if I'm wrong

4 and you recognize that it's not Trace Crossings,

5 the TC. Did Ms. Barber report to you how --

6 once the school year started, how this team

7 concept was working?

8 A. Yeah. I'm recalling just real

9 abbreviated. I can remember discussions, you

10 know, about structure, how they structured, who

11 got divided teams, those types of things but,

12 yeah, just informally along the way.

13 Q. Now, at some point in time Ms.

14 Litaker was removed from the elementary school

15 principal position at Trace Crossings. Who made

16 that decision?

17 A. I did.

18 Q. When was that decision made?

19 A. November'ish.

20 Q. Okay. If Ms. Litaker was removed, I

21 believe around November 15th, November 16th when

22 she was told, how long before that time period

23 was the decision made?

Page 84

1 A. Decision to --

2 Q. To remove her?

3 A. To transfer her?

4 Q. To transfer her?

5 A. To talk with her about a transfer?

6 Q. Yeah.

7 A. Was probably within a week of it

8 happening, maybe shorter.

9 Q. And did you have any discussions with

10 anyone employed with the school system about the

11 transfer of Ms. Litaker before you told Ms.

12 Litaker?

13 A. With Ms. Barber.

14 Q. Anyone else?

15 A. Not that I recall.

16 Q. And what was your reason for

17 transferring Ms. Litaker out of the school?

18 A. Just generally the kind of

19 culminating position she was in, the direction

20 of the school. Finally at some point asking

21 myself the question, what are our best chances

22 starting from this point to be successful going

23 forward. What options do I have if that

Page 85

1 decision were made, those types of things.  
2 Q. Were there any particular facts that  
3 you based your decision on?  
4 A. You know, there were a lot of  
5 variables that had been consumed along the way.  
6 As I referenced earlier, the input from Ms. Veal  
7 along the way, the input from Ms. Barber along  
8 the way, my perception of what I had heard from  
9 parents, the fact that at the end of the day,  
10 Ms. Litaker had only been a principal for two  
11 years, going to that point, again, just what was  
12 our best opportunity to be successful going  
13 forward.  
14 Q. Did you go through that type of  
15 analysis looking at what was your best  
16 opportunity to be successful going forward when  
17 you offered Ms. Litaker the contract back in  
18 June of 2012?  
19 A. I don't know that I would mirror it  
20 with that. I had no reason to not stay with  
21 her, stick with her for another -- the law  
22 prescribes that to a degree. It reaches a point  
23 where you've got to make a decision whether to

Page 86

1 extend another offer or not. That's a variable  
2 in that, but I had no -- it was not an issue in  
3 my mind, quite frankly, about whether to or not.  
4 It was a definite.  
5 Q. Were there any issues at the school  
6 that arose during the fall of 2012 prior to Ms.  
7 Litaker being removed that you recall today that  
8 we haven't talked about?  
9 A. I wouldn't want to guess at that. I  
10 don't even know that I can recall what all we've  
11 discussed enough to answer that.  
12 Q. Okay. Were there any personnel  
13 issues that arose in the fall of 2012 once  
14 school started at Trace Crossings that played a  
15 role in your decision to transfer Ms. Litaker?  
16 A. Just the general theme of the  
17 information that Mary, that Ms. Veal was sharing  
18 with me was, as you say, a part of that.  
19 Q. What was that general theme?  
20 A. It seemed to be a recurring  
21 intensifying message of polarization or  
22 discontent in the building between the major  
23 groups that I would generally think need to work

Page 87

1 together to be successful.  
2 Q. What were those major groups?  
3 A. Faculty, support staff, principal,  
4 parent.  
5 Q. When you made the decision to  
6 transfer Ms. Litaker out of Trace Crossings, did  
7 you make the decision then to move Ms. Barber in  
8 as her interim replacement?  
9 A. That was part of the -- in my mind,  
10 the assessment to transfer her. What -- Ms.  
11 Barber has extensive principalship experience,  
12 and that certainly was a major part of the  
13 decision, the fact, that she was available,  
14 willing, able to, in essence, do what the team  
15 needed her to do. That was a major component of  
16 my decision.  
17 Q. And what did you feel was needed at  
18 Trace Crossings to move it forward?  
19 A. I felt like, again, some of the  
20 things that I described with Ms. Barber would  
21 give us the best chance to bring unity to those  
22 groups that I mentioned, again, back to her  
23 expertise and her experience and her record at

Page 88

1 that point, bring folks together.  
2 Q. Did you have -- prior to making the  
3 decision to move Ms. Litaker, did you have any  
4 meetings with her where -- with Ms. Litaker  
5 where you expressed any of these concerns about  
6 the school being successful going forward?  
7 A. You know, we had the meeting in July.  
8 Q. Right.  
9 A. I don't recall whether there was  
10 other meetings, but I don't recall a specific  
11 meeting.  
12 Q. Was Ms. Litaker put on any kind of  
13 performance improvement plan prior to her  
14 termination -- I mean to her transfer from Trace  
15 Crossings?  
16 A. No, not that I'm aware of.  
17 Q. Do you know if anyone with the Hoover  
18 school system met with Ms. Litaker and addressed  
19 any of the concerns or issues that -- concerns  
20 with issues that were going on that eventually  
21 led to her being transferred out of Trace  
22 Crossings?  
23 A. I mean, I can't speak to what others

<p style="text-align: right;">Page 89</p> <p>1 met with her about. I know there was  2 interaction certainly between Carol and Ms.  3 Litaker. I assume there was interaction with  4 Dr. Camp and Ms. Litaker. I mean, just in the  5 normal course of operating, certainly all those  6 had wisdom and I think were folks with  7 perspectives to help and support. To the extent  8 they had meetings specific to your question, I  9 don't know.</p> <p>10 Q. Do you know if anyone with the Hoover  11 school system prior to the transfer from Trace  12 Crossings ever discussed with Ms. Litaker any  13 particular issues that particular staff members  14 were having with her?</p> <p>15 A. Say that again.</p> <p>16 Q. Yeah. That was a bad question. Do  17 you know if anyone -- prior to being transferred  18 from Trace Crossings, did anyone at the Hoover  19 school system discuss particular issues that the  20 Trace Crossings staff had with Ms. Litaker?  21 Complaints that teachers or support staff had  22 made, do you know if they were ever raised with  23 Ms. Litaker?</p>	<p style="text-align: right;">Page 91</p> <p>1 (Plaintiff's Exhibit No. 5 was marked  2 for identification.)</p> <p>3 Q. Were you aware of this letter before  4 Ms. --</p> <p>5 A. I believe this is the letter that I  6 became aware of within the last few weeks. I  7 believe it is the letter that I --</p> <p>8 Q. What last few weeks? The last few  9 weeks of November?</p> <p>10 A. The last few weeks of now.</p> <p>11 Q. So you weren't aware of this letter  12 until --</p> <p>13 A. Mid November, my recollection is no,  14 I was not aware of this letter.</p> <p>15 MS. YUENGERT: Mid November 2012?</p> <p>16 A. Mid November of 2012.</p> <p>17 Q. And that's Exhibit 5?</p> <p>18 A. Okay.</p> <p>19 Q. Do you know who Julie Kent is?</p> <p>20 A. I know she is or was, during this  21 time, an employee.</p> <p>22 Q. Prior to November 16th, 2012, the  23 date you told Ms. Litaker she was being</p>
<p style="text-align: right;">Page 90</p> <p>1 A. I don't know whether yes or no. I  2 don't know.</p> <p>3 Q. Okay. Did you feel that Ms. Litaker  4 was performing well as a principal at the Trace  5 Crossings school?</p> <p>6 A. You know, again, the direction of the  7 school, the things that led to that, I wouldn't  8 have specific non performance or under  9 performance at that point, no. At that day in  10 November, no.</p> <p>11 Q. What are you saying no to?</p> <p>12 A. No -- I think I was answering your  13 question. No to specific performance issues  14 with Ms. Litaker at that point in time that the  15 decision was made. I think that was your  16 question.</p> <p>17 Q. Okay. Were you aware of a letter  18 sent by a purported anonymous group of Trace  19 Crossings teachers in August of 2012 to Carol  20 Barber?</p> <p>21 A. Was I aware -- let me see it, please.</p> <p>22 Q. Let's go ahead and mark it as Exhibit  23 5. It's the August 10th, 2012 letter.</p>	<p style="text-align: right;">Page 92</p> <p>1 transferred, I don't know if it was the 15th or  2 the 16th, but whatever date that was, did you  3 know of any concerns or complaints that Julie  4 Kent had made about Ms. Litaker?</p> <p>5 A. I do not recall specific concerns  6 from an individual.</p> <p>7 Q. Okay. Any individual?</p> <p>8 A. Well, from Ms. Kent.</p> <p>9 Q. Do you recall any concerns or  10 complaints from any specific individual?</p> <p>11 A. I recall Ms. Veal giving me input  12 about general concerns about types of staff,  13 teachers, support staff, that kind of thing.</p> <p>14 Q. What concerns do you recall Ms. Veal  15 giving you about teachers?</p> <p>16 A. General discontent. We didn't go  17 into the details. Again, the specific example I  18 remember is discontent with some scheduling  19 thing around, I want to say it was parking, some  20 outside of contract thing.</p> <p>21 Q. Having to work --</p> <p>22 A. I just remember Ms. Veal saying I'm  23 meeting with parents, or not parents. I'm</p>



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1 meeting with an employee or employees, whatever  
2 the case maybe. We didn't get into, that I  
3 recall, specifics about names and who and  
4 necessarily what was said.  
5 Q. Okay. And that issue about working  
6 outside of contract, was that some teachers or  
7 staff were having to work either before --  
8 longer hours than what their contract called  
9 for?  
10 A. Again, that's my surface level  
11 understanding. That was the alleged complaint.  
12 Q. Were you aware of any complaints that  
13 Julie Stone -- I've combined all the people --  
14 Amanda Stone had raised with Ms. Veal about Ms.  
15 Litaker?  
16 A. I'm aware that Ms. Stone did  
17 eventually raise concerns.  
18 Q. Were you aware at the time you made  
19 the decision to move --  
20 A. Yeah, I was getting to that. I don't  
21 know. I don't recall. I don't recall. I can't  
22 say definitively that I was.  
23 Q. Did any one specific incident lead

Page 94

1 you to make your decision to transfer Ms.  
2 Litaker out of the Trace Crossings school?  
3 A. No.  
4 Q. Were you aware -- did you know who  
5 Dana Clement was?  
6 A. I did.  
7 Q. She was the UniServ director?  
8 A. (Witness nods head.)  
9 Q. And were you aware of any concerns  
10 that Ms. Clement raised to Ms. Barber or Ms.  
11 Veal about Ms. Litaker at that time when you  
12 made the decision to transfer her?  
13 A. I don't recall. Are you asking if  
14 she made specific concerns -- did she talk to me  
15 specifically with concerns?  
16 Q. My question was: Are you aware of  
17 any concerns she raised with Ms. Barber or Ms.  
18 Veal?  
19 A. Again, in my recollecting inventory,  
20 I know that she did eventually. Whether or not  
21 that was done prior to or apart of the general  
22 discussions that Mary and I -- Ms. Veal and I  
23 were having, I don't recall if that was part of

Page 95

1 them or not. But I know she eventually provided  
2 input, but I would assume, you know, that the  
3 issue regarding -- it's my recollection that the  
4 issue regarding the contract thing -- my guess  
5 would be that it came through her.  
6 Q. Who told Ms. Litaker that she was  
7 being transferred?  
8 A. I did.  
9 Q. Okay. Was anybody else present?  
10 A. Ms. Barber.  
11 Q. Where did that meeting take place?  
12 A. In Ms. Barber's office.  
13 Q. You told her. What did you tell Ms.  
14 Litaker about her transfer?  
15 A. We had a discussion, I felt like. We  
16 generally -- I think the message was we want to  
17 transfer you to a role at central office, or I  
18 don't even remember if we specifically said  
19 central office, but I know there was a  
20 discussion, and I think Ms. Litaker at one point  
21 asked about what role. And I think at that  
22 point there was a few thrown out based on really  
23 more from the standpoint of what was technically

Page 96

1 available, but put her in a position where she  
2 can get more broader experiences and  
3 potentially, you know, settle into a role as  
4 part of that.  
5 Q. Okay. Do you recall any of the  
6 specific positions that were thrown out at that  
7 time?  
8 A. I don't recall the specific ones that  
9 were thrown out at that time. Eventually --  
10 well, go ahead. I'm sure you're going to get to  
11 this, but I'll let you go there.  
12 Q. Did Ms. Litaker say anything other  
13 than you said she asked about what role? Do you  
14 recall anything she said during the meeting when  
15 she was told about the transfer?  
16 A. I don't recall specific wording. I  
17 feel like we had a discussion and, ultimately,  
18 reached a mutual agreement, but I don't  
19 remember, you know, exact words.  
20 Q. Was Ms. Litaker told why she was  
21 being transferred?  
22 A. I believe the notion was around the  
23 direction of the school, the reports that we

Page 97

1 were getting, the experience that we -- I wanted  
2 to go in with, experience that Ms. Barber would  
3 bring to that role. I think at some point I  
4 tried to convey to Ms. Litaker that to an extent  
5 she's still a new principal, and get her in a  
6 position, slow things down for her, give her  
7 some new experiences, and, hopefully,  
8 opportunities would be created from that for her  
9 and us.

10 Q. Was it discussed during the meeting  
11 what the public announcement would be as to this  
12 transfer?

13 A. I believe it was. I believe we did  
14 try to formulate the -- what would be said to  
15 the public when there was inquiries about the  
16 matter.

17 Q. And do you recall what was agreed  
18 upon?

19 A. I don't. I think it was -- the theme  
20 would have been something that expressed that  
21 this isn't a punitive measure. It's kind of the  
22 right place at the right time type of  
23 transition, new opportunities, that kind of soft

Page 98

1 generic message, but I don't remember the  
2 specifics.

3 Q. And what was the intent from you for  
4 Ms. Litaker, what she was supposed to -- you  
5 know, my understanding this happened -- was it a  
6 Friday this happened?

7 A. This was close to going into  
8 Thanksgiving break, which for us, I can't  
9 remember if it was a year where we got off five  
10 days or just three, but I know it was on the eve  
11 of that break.

12 Q. What was your intent for Ms. Litaker  
13 when she returned from Thanksgiving break? When  
14 that was over, what was she supposed to report  
15 to doing at that point?

16 A. At some point, I don't know if it was  
17 in that meeting. At some point Ms. Litaker and  
18 I discussed her taking some paid leave. She was  
19 working on her doctorate at the time, and I  
20 think she asked that she -- I think she asked.  
21 Whether that was asked or whether that was just  
22 a product of our conversation, I don't recall.  
23 But in any event, we agreed she would take time

Page 99

1 she needed or wanted to work on that would be no  
2 -- we would not -- that would be with pay, no  
3 charge to her leave balances.

4 Q. Okay. I'm going to show you what I'm  
5 going to mark as Exhibit 6.  
6 (Plaintiff's Exhibit No. 6 was marked  
7 for identification.)

8 Q. And do you recognize this as the  
9 e-mail that Ms. Barber sent out on Friday,  
10 November 16th, informing a group of people that  
11 Ms. Litaker would be leaving Trace Crossings?

12 A. It looks like the one.

13 Q. And that Ms. Barber would be moving  
14 to Trace Crossings. Did you approve this e-mail  
15 before it was sent?

16 A. No.

17 Q. Other than the discussion during the  
18 meeting with Ms. Litaker, did you and Ms. Barber  
19 have a discussion about what would go into the  
20 e-mail that was sent out?

21 A. No. I don't recall. I know we --  
22 well, I don't know that we had that discussion  
23 or not. I may be getting it wrong with other

Page 100

1 times when Ms. Barber felt an urge to update  
2 folks.

3 Q. Okay. If you'll look at the address  
4 list on this. Are all those people -- I'm not  
5 going to ask you about each one of them, but  
6 were they all Hoover School Board employees at  
7 that time or do you see anybody who is not a  
8 Hoover school employee?

9 A. I'm unsure of Carissa Anthony,  
10 whether she was or was not at the time. Unsure  
11 of Janice Bradford, whether she was or was not  
12 at the time. I'm unsure of --

13 MS. YUENGERT: Okay. You said Janice  
14 Bradford?

15 THE WITNESS: Bradford.

16 MS. YUENGERT: Okay. Sorry.

17 A. I'm unsure of Wendy Brandon, whether  
18 she was or was not at the time. Unsure of  
19 Deborah Camp, whether she was or was not at the  
20 time. I don't know who Matt Fields is. I  
21 believe he's in technology.

22 Q. I think it's Matt Dover and Connie  
23 Fields, I think, if you look at it that way.



<p style="text-align: right;">Page 101</p> <p>1 A. You're right. You're right.</p> <p>2 Q. It's confusing because that was a</p> <p>3 split line.</p> <p>4 A. Matt Dover was not there when I left.</p> <p>5 The timing of that, I don't know officially</p> <p>6 whether he was employed at the time. Connie</p> <p>7 Fields was part-time. I think she was not a</p> <p>8 full-time employee. So she was employed, but</p> <p>9 part-time. Tina Lewis, I'm unsure. Sabrina</p> <p>10 Mabry, I'm unsure. I'm saying unsure because</p> <p>11 they left eventually. They're no longer there,</p> <p>12 so I can't say they were there when I left so</p> <p>13 they had to be there with no break in service.</p> <p>14 Chris Shaw, I don't recall. Susan Wood, I don't</p> <p>15 recall. Maurine Black, I don't recall. Linda</p> <p>16 Gurosky, I don't recall. Terri Smith, I don't</p> <p>17 recall. Kathy Paiml, I don't recall. Roger</p> <p>18 Torbert, I don't recall. Paul Litten, I don't</p> <p>19 recall. Lucy Perinka, I don't recall. Kathy</p> <p>20 Long, I don't recall. I believe that's it.</p> <p>21 Q. Okay. Once the e-mail was sent out</p> <p>22 -- well, strike that. Who told the staff at</p> <p>23 Trace Crossings that Ms. Litaker was being</p>	<p style="text-align: right;">Page 103</p> <p>1 Q. What about e-mails?</p> <p>2 A. I probably had some e-mails with</p> <p>3 regard to the transfer.</p> <p>4 Q. Parents, from parents?</p> <p>5 A. Best I recall.</p> <p>6 Q. Okay. Let me show you what I'll mark</p> <p>7 as Exhibit 7.</p> <p>8 (Plaintiff's Exhibit No. 7 was marked</p> <p>9 for identification.)</p> <p>10 And Exhibit 7 is an e-mail, is a</p> <p>11 forward of an e-mail sent from Ms. Barber. It</p> <p>12 was forward by Dr. Camp to Ms. Litaker. The</p> <p>13 e-mail or the body was sent from Ms. Barber on</p> <p>14 November 18th to certain people. David Fancher,</p> <p>15 what position did he hold?</p> <p>16 A. Where are you, on the first page?</p> <p>17 Q. On the first page. I'm just going</p> <p>18 through the distribution list. Who is David</p> <p>19 Fancher?</p> <p>20 A. Principal of Bluff Park Elementary.</p> <p>21 Q. Who is Wayne Richardson?</p> <p>22 A. Principal of Deer Valley Elementary.</p> <p>23 Q. Maurine Black?</p>
<p style="text-align: right;">Page 102</p> <p>1 transferred out?</p> <p>2 A. Ms. Barber and I went out and</p> <p>3 informed the faculty.</p> <p>4 Q. 16th, around the same day here or do</p> <p>5 you recall when it was?</p> <p>6 A. I don't recall when it was. I don't.</p> <p>7 Q. After this e-mail went out, did you</p> <p>8 receive any calls from any of these people</p> <p>9 regarding Ms. Litaker being the transfer</p> <p>10 situation?</p> <p>11 A. Not that I recall. From the people</p> <p>12 on the list?</p> <p>13 Q. Yes.</p> <p>14 A. Not that I recall.</p> <p>15 Q. Do you recall any calls you received</p> <p>16 from anybody associated with Trace Crossings or</p> <p>17 Hoover?</p> <p>18 A. Calls?</p> <p>19 Q. Yeah. Ms. Litaker not included in</p> <p>20 that. We'll get to any of those.</p> <p>21 A. Not that I recall.</p> <p>22 Q. Did you have any visits from anybody?</p> <p>23 A. I'm sorry. Not that I recall.</p>	<p style="text-align: right;">Page 104</p> <p>1 A. She was one of the ones that I was</p> <p>2 unsure whether she was employed or not, but when</p> <p>3 she was employed, she was the principal at</p> <p>4 Greystone Elementary, her last position held.</p> <p>5 Q. Louise White?</p> <p>6 A. She was my assistant.</p> <p>7 Q. Okay. Jeff Singer?</p> <p>8 A. Principal at Green Valley Elementary.</p> <p>9 Q. Dianne Baggett, who is that?</p> <p>10 A. Principal at Riverchase Elementary.</p> <p>11 Q. Sonia Carrington?</p> <p>12 A. Principal at Rocky Ridge Elementary.</p> <p>13 Q. Bob Lawry?</p> <p>14 A. I'm unsure whether he was principal</p> <p>15 at South Shades Crest before he took a position</p> <p>16 in the attendance area, and I don't know which</p> <p>17 one of those he was in on November 19th, 2012.</p> <p>18 Q. Okay. And Juli Feltham?</p> <p>19 A. Principal at Shades Mountain</p> <p>20 Elementary School.</p> <p>21 Q. Did you receive this e-mail? Do you</p> <p>22 recall?</p> <p>23 A. I don't recall.</p>

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1 Q. Okay. Prior to November 19th, 2012,  
2 did you discuss with Ms. Barber sending out a  
3 follow-up e-mail to a smaller list of people  
4 related to Ms. Litaker's transfer?  
5 A. Not that I recall.  
6 Q. When did you learn that this e-mail  
7 had been sent?  
8 A. Which one?  
9 Q. The one from Ms. Barber to -- Exhibit  
10 -- no. This one, Exhibit 7.  
11 MS. YUENGERT: The first page of  
12 Exhibit 7.  
13 Q. The first page of Exhibit 7, the  
14 first and second.  
15 A. I don't know. I don't know that I  
16 was aware.  
17 Q. Okay. Were you aware at some point  
18 during this time period in November of 2012,  
19 that the Birmingham News was contacting various  
20 Hoover employees asking questions about Ms.  
21 Litaker's transfer?  
22 A. No, not definitively. I would have  
23 assumed possibly.

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1 Q. Okay.  
2 A. That was the protocol of Mr.  
3 Anderson's.  
4 Q. Did he ever contact you about Ms.  
5 Litaker's situation?  
6 A. I don't recall if he did or not.  
7 Q. Look at the body of Exhibit 7, first  
8 page. And the e-mail that I'm referring to is  
9 the -- not the part where it says from Deborah  
10 Camp but the part from Carol Barber to the list  
11 there -- no, no. Exhibit 7 still but the --  
12 yes. The second paragraph there.  
13 In the e-mail it states: Robin did  
14 an outstanding job at TC. She is not being  
15 moved for lack of effort, poor job performance,  
16 or any of the common reasons one normally sees  
17 for making a principal move in the middle of a  
18 school year. Do you agree with that sentence?  
19 A. Looking backwards, probably no. At  
20 the time that we had the discussion with Ms.  
21 Litaker, I would have not embraced or I would  
22 have embraced for the most part -- I wouldn't  
23 have -- I didn't write it, but at the time of

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1 the discussion and the transfer, I would have  
2 embraced Ms. Litaker's abilities and leadership.  
3 Q. What changed -- when you say looking  
4 back, what has changed from now -- from then to  
5 now?  
6 A. A variety of information that has  
7 come forward. To an extent the result of this  
8 claim.  
9 Q. Would you say there was anything that  
10 came forth prior to Ms. Litaker handing in her  
11 resignation, her retirement in April of 2013?  
12 A. I wouldn't -- to pinpoint times when  
13 -- I don't know. I don't know. I don't know  
14 the answer to that.  
15 Q. The next sentence: Robin did exactly  
16 what we asked her to do to hold teachers and  
17 staff at TC accountable for high standards  
18 related to their job performance.  
19 Would you agree with that sentence or  
20 did you agree with it at the time of the e-mail?  
21 A. I think this was authored by a person  
22 that worked with her more intimately on a  
23 operational basis. You're asking me to

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1 interpret something that I didn't write. I  
2 would not have worked with this person to that  
3 degree.  
4 Q. Okay. You made the decision to  
5 transfer her, though, correct?  
6 A. Right.  
7 Q. Okay. Would you agree that as layers  
8 and layers of issues were unraveled, that  
9 feathers were ruffled at Trace Crossings?  
10 A. Again, the folks that had had the  
11 meetings with the discontented folks, is one of  
12 the ones that wrote this, so I couldn't comment  
13 to that degree. I couldn't --  
14 Q. Okay. Did you talk with Ms. Barber  
15 about this e-mail at any point in time after it  
16 was sent, not as part of this lawsuit, but just  
17 as part of your work relationship as  
18 superintendent and assistant superintendent?  
19 A. In and around the time, I don't  
20 recall. Possibly.  
21 Q. Let me show you what I'll mark as  
22 Exhibit 8. This doesn't have a Bates number but  
23 I think we've produced it, though.

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1 (Plaintiff's Exhibit No. 8 was marked  
2 for identification.)  
3 MR. JENT: Have you seen this? I  
4 don't want to bring it on you unless we've  
5 produced it.  
6 MS. YUENGERT: I think I've seen  
7 this.  
8 MR. JENT: Okay. I was just confused  
9 that it didn't have a number on it.  
10 Q. Exhibit 8 is a string of -- a group  
11 of e-mails. If you look at the second page,  
12 there's an e-mail from Ms. Litaker. Do you  
13 recall her forwarding an e-mail to you from John  
14 Anderson asking what to do. He's contacted her  
15 about the administrative changes at Trace  
16 Crossings. Do you recall that?  
17 A. I recall that it's in front of me and  
18 that, apparently, it must have happened.  
19 Q. And then Ms. Barber responds somewhat  
20 that she was sent the same message. She was  
21 going to call him in the a.m. I would not  
22 respond if I were you. And then Ms. Litaker  
23 sends another e-mail that says that she's very

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1 upset about the way she's being portrayed in the  
2 paper. It looks like I allowed fighting between  
3 teachers and I did not.  
4 And then you responded on November  
5 20th that you were just reading the e-mails.  
6 They went to your gmail account and you don't  
7 often check that. So you had a gmail and a  
8 Hoover school account?  
9 A. I had a personal gmail account, yeah.  
10 Q. And you said you were confused as  
11 well. Do you recall what you were confused  
12 about?  
13 A. I don't. I think it's a reference to  
14 her saying that she's confused, and I don't  
15 recall the specific article that she's  
16 referencing. So no, I don't recall.  
17 Q. Did you talk with Ms. Litaker after  
18 you received this e-mail?  
19 A. I don't recall if we had a meeting  
20 specifically in reference to this chain, but I  
21 assume we spoke subsequent to November 20th.  
22 Q. Did you ever have a meeting or a  
23 conversation with Ms. Litaker about Exhibit 7,

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1 the e-mail that Ms. Barber sent on the 18th,  
2 that portion of Exhibit 7?  
3 A. A meeting --  
4 Q. With Ms. Litaker where you --  
5 A. A meeting to set up to discuss this?  
6 Q. Yes.  
7 A. No. I had meetings with Ms. Litaker  
8 where that was discussed, but I think your  
9 question, as I interpreted it, was did y'all  
10 have a meeting to discuss this.  
11 Q. Did you ever discuss that e-mail with  
12 Ms. Litaker?  
13 A. Yes.  
14 Q. Okay. Did that happen at the  
15 O'Henry's in Brookwood?  
16 A. The best of my recollection.  
17 Q. And how was -- did you set that  
18 meeting up at O'Henry's or did Ms. Litaker?  
19 A. I don't recall. I'm sure it was a  
20 mutual thing. I don't recall if it was at my  
21 request or her request or our mutual request,  
22 but we both decided to meet. I don't recall the  
23 mechanics of it.

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1 Q. Did you have some concerns about the  
2 way that things were being portrayed about the  
3 Trace Crossings situation with Ms. Litaker in  
4 the media?  
5 A. I rarely read something that Mr.  
6 Anderson writes that I like, because I just --  
7 well, I'll just leave it at that.  
8 Q. In the meeting at the O'Henry's, what  
9 do you recall being discussed during that  
10 meeting?  
11 A. I recall -- I recall a long meeting,  
12 a ventilation meeting. I think I did a lot more  
13 listening than talking. It was during that  
14 time, as I recall, where she was -- Ms. Litaker  
15 was on leave. I recall it being kind of a  
16 meeting to listen and try to begin to formulate  
17 some plans, that type of a meeting.  
18 Q. During that meeting, did you discuss  
19 what Ms. Litaker's future would be at Hoover?  
20 A. I would suspect that the beginning --  
21 there was at some point, Mr. Jent, that I  
22 discussed with her some of the short-term things  
23 that I saw her doing. I don't recall whether it

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1 was during that meeting, whether it was during a  
2 previous meeting, or to what degree we got into  
3 that. But at some point there was that  
4 discussion of the most immediate things.  
5 Q. Do you recall any specifics of what  
6 those short-term things were?  
7 A. The two things that I recall at the  
8 point when she came back was one was going to be  
9 a safety type inventory to go to school by  
10 school. We had had some plans to kind of get  
11 our -- get a plan developed in terms of the  
12 things that we were going to look at campus by  
13 campus. One of the things that Ms. Litaker and  
14 I talked about was that -- would be that she  
15 would go school by school, kind of with the  
16 principal, assess those types of things and  
17 bring that back in whatever form it came back  
18 in. It was conceptual at that point.  
19 The other thing that we talked about  
20 along the way, one of the most immediate things  
21 short term was the -- we had had a community --  
22 I can't remember the name of it. Safe and drug  
23 free healthy community grant and it had kind of

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1 been an ongoing federal type grant. We had a  
2 specific person that ran those activities. At  
3 the time, I don't remember whether we knew she  
4 was leaving or she had left. I'm not really  
5 sure. But one of the things that was on the,  
6 again, the short-term agenda for Ms. Litaker to  
7 do was to kind of carry that forward, at the  
8 same time assess the long-term need for that in  
9 our district as well as kind of wind that down.  
10 If I remember right, it was kind of  
11 in its last year of agreed-upon funding.  
12 Whether or not we would continue funding or  
13 approach additional funding, those were some of  
14 the things that I envisioned her being part of  
15 in the short run.  
16 Q. Who was the person that was in charge  
17 of that program?  
18 A. Carissa Anthony.  
19 Q. Let me show you what I'm marking as  
20 Exhibit 9 to your deposition. Do you recognize  
21 Exhibit 9?  
22 (Plaintiff's Exhibit No. 9 was marked  
23 for identification.)

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1 A. I recognize it from the standpoint  
2 it's been in our packet.  
3 MS. YUENGERT: During this  
4 litigation, is that what you mean?  
5 THE WITNESS: Yes.  
6 Q. Did you see it prior to being  
7 involved in this litigation?  
8 A. I can remember being aware of its  
9 general content. Whether I read it from  
10 beginning to end, I can't confirm that I did.  
11 Q. Did you discuss this article with Ms.  
12 Litaker at the meeting at O'Henry's?  
13 A. The answer is going to have to be I  
14 don't know, because I'm not even sure when this  
15 article was written and when we met.  
16 Q. It looks like it was written on  
17 November 26th and updated on November 26th.  
18 A. I don't recall whether we did or not.  
19 Q. Do you have any reason to dispute if  
20 Ms. Litaker says you discussed it at the  
21 O'Henry's meeting?  
22 A. I wouldn't. I wouldn't have a  
23 capacity to disagree and prove it.

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1 Q. Did you ever have a meeting during  
2 this time period with Dana Clement about faculty  
3 unrest at Trace Crossings during the fall of  
4 2012?  
5 A. I don't recall.  
6 Q. Okay. This article, if you look at  
7 the fourth paragraph, refers to the e-mail that  
8 Ms. Barber sent to elementary school principals  
9 that Litaker had done an outstanding job, but  
10 the ruffled feathers, hurt feelings, the things  
11 that we looked at in Exhibit 7. Do you know how  
12 Mr. Anderson would have known about -- how he  
13 knew about that e-mail?  
14 A. I do not.  
15 Q. Was there any investigation done into  
16 how that e-mail got to Mr. Anderson?  
17 A. Not that I'm aware of specific  
18 effort. We talked amongst ourselves to a degree  
19 of how he would have gotten it, but other than  
20 that, I'm not aware of a directive to  
21 investigate that.  
22 Q. What do you remember being discussed  
23 as to how he would have received that e-mail?

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1 A. Just how did -- how would he have  
2 received it, because it was sent -- it appears  
3 it was sent to a menu drop down of current  
4 employees. I would assume. I don't know that.  
5 Q. All principals except for your  
6 assistant, right?  
7 A. I'm not -- that's my guess having  
8 just perused through the listing. I would  
9 assume that it was a drop down, not a -- oh, I'm  
10 not talking about that.  
11 MS. YUENGERT: Okay. I want to make  
12 sure we're on the same e-mail. Mr. Craig, his  
13 question about the -- when you're talking about  
14 a drop down, are you talking about this group  
15 that you went through and identified in the  
16 November 18th e-mail or are you talking about  
17 the group that you reviewed for the November  
18 16th e-mail?  
19 THE WITNESS: I probably shouldn't  
20 even be trying to answer the question. I'm just  
21 trying to answer more than you're asking, I  
22 think, because I can't imagine somebody typing  
23 in that many names. I'm assuming it was done

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1 from a drop down.  
2 MS. YUENGERT: But again, you're  
3 talking about the November 16th?  
4 THE WITNESS: I'm talking about this  
5 e-mail.  
6 Q. (MR. JENT) The November 16th e-mail?  
7 A. Yeah.  
8 Q. Okay.  
9 A. I'm sorry.  
10 Q. You're fine. There's a lot of dates  
11 and e-mails and different people, so I want to  
12 make sure --  
13 A. If you'll rephrase it, I'll try to do  
14 a better job this time. Or not rephrase it,  
15 re-ask it.  
16 Q. The e-mail I'm talking about is the  
17 first page of Exhibit 7.  
18 A. Okay.  
19 Q. And that distribution list. Did  
20 anybody question the specific people on this  
21 distribution list to see if any of them had  
22 provided information to Mr. Anderson that would  
23 have been in this article?

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1 A. I did not question people on this  
2 list. I don't have knowledge that somebody else  
3 did or didn't.  
4 Q. Did you ask anybody to question these  
5 people?  
6 A. Not that I recall.  
7 Q. Okay. Do you recall ever discussing  
8 this article with Ms. Litaker at any point in  
9 time?  
10 A. The one, the AA rep article?  
11 Q. Yeah, Exhibit 9.  
12 A. I don't recall a specific discussion  
13 about this article.  
14 Q. Are you saying it didn't happen or  
15 you just don't recall it?  
16 A. I'm saying it could have, but I don't  
17 recall. I don't recall.  
18 Q. Okay.  
19 A. I know there was a concern of Ms.  
20 Litaker with regard to, as it's documented here,  
21 of the reporting, so it would not surprise me if  
22 it -- you know, in that broad sense that she  
23 referred to the reporting, you know, I guess

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1 that could or couldn't include this. I don't  
2 know.  
3 Q. Did Ms. Litaker ever express to you  
4 between November of 2012 and April or May of  
5 2013 that she felt her reputation had been  
6 damaged by any of the information that had been  
7 put out regarding her transfer?  
8 A. I remember a specific reference to  
9 what came when she Googled her name.  
10 Q. Tell me what you remember about that.  
11 A. That's the most definitive  
12 recollection I have. I just remember her saying  
13 that: When I Google my name, I don't like what  
14 I see.  
15 Q. Did she tell you what she saw?  
16 A. I don't recall how specific or  
17 generic she was, but I know that she was  
18 concerned about what she saw when she Googled  
19 her name.  
20 Q. Did you ever tell her you were going  
21 to help her rebuild her reputation?  
22 A. I don't know whether I said it in  
23 those terms exactly, but I certainly wanted to



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1 give her opportunities to progress,  
2 opportunities professionally and, hopefully,  
3 progress from there and broaden her ability to  
4 do various things that she would aspire to do.  
5 Q. Okay. Did you ever speak with Mr.  
6 Anderson from the Birmingham News about Ms.  
7 Litaker?  
8 A. Not that I recall. When you say  
9 speak, issue a press document to him or --  
10 Q. Did you ever issue a press document  
11 to Mr. Anderson about Ms. Litaker?  
12 A. I don't recall but I want to say  
13 there was something released from my office, but  
14 I would have to go back and look.  
15 Q. Do you recall what -- was that  
16 document released from your office, was that in  
17 relation to her being transferred or what the  
18 topic of that document was?  
19 A. Well, I'm having a hard enough time  
20 recalling that there's a document. I can't say  
21 definitively there is. So I really can't go  
22 past that. It should be --  
23 Q. Who does your press release or did at

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1 that point in time?  
2 A. Who writes them? Who delivers them?  
3 Who disseminates them?  
4 Q. Who disseminates them?  
5 A. Generally, it would be -- I mean,  
6 there wasn't just a set this is the way it's  
7 always done protocol but, generally speaking,  
8 Jackie Gaston would do that.  
9 (Plaintiff's Exhibit No. 10 was  
10 marked for identification.)  
11 Q. Let me show you what I've marked as  
12 Exhibit 10. Do you recall receiving Exhibit 10,  
13 which is a November 27th, 2012 letter from Beth  
14 Ransom addressed to you?  
15 A. I don't.  
16 Q. Okay. And Beth Ransom, was she the  
17 mother of a student at Trace Crossings? Do you  
18 know?  
19 A. I don't.  
20 Q. Okay. Do you recall parents from  
21 Trace Crossings expressing concern that Ms.  
22 Litaker had been moved?  
23 A. I do.

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1 Q. Do you recall any specific names of  
2 parents?  
3 A. I do not.  
4 Q. Do you recall any specific concerns  
5 they raised about the removal of Ms. Litaker?  
6 A. There's one that sticks in my mind,  
7 Mr. Jent. There was one that went into a good  
8 level of detail about a specific way that Ms.  
9 Litaker handled their special education child,  
10 in a positive way.  
11 Q. Okay.  
12 A. And I say that one because that's the  
13 one that sticks in my mind. She did a really  
14 good job of saying what she said, and it was  
15 mostly around the kind of individualized care  
16 that she got from the principal.  
17 Q. Do you recall, was Ms. Litaker still  
18 employed by the board when this parent made this  
19 -- I guess, brought this to your attention?  
20 A. I can't say definitively, but I've  
21 got to say -- well, my attorney told me not to  
22 guess again, but --  
23 Q. Was Ms. Litaker still the principal

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1 at Trace Crossings when this was brought to your  
2 attention, the one you're specifically referring  
3 to about the special education child?  
4 A. Again, I can't definitively say.  
5 Q. Okay. But you don't recall the  
6 letter from Ms. Ransom?  
7 A. I don't. I just don't.  
8 Q. After Ms. Litaker was moved from  
9 Trace Crossings, did you have any meetings with  
10 the PTO at Trace Crossings to discuss the change  
11 of leadership of the school?  
12 A. I don't recall an organized meeting  
13 to the PTO group. I think there was a level of  
14 e-mail exchange with members, possibly to me,  
15 possibly to Ms. Barber. I remember some  
16 activity there, but I just remember that there  
17 was activity of that nature.  
18 Q. Okay. After Ms. Litaker was moved  
19 from Trace Crossings, did you have any meetings  
20 with groups of parents like you had had before  
21 she was removed where they expressed concerns  
22 about the school?  
23 A. There were meetings with parents kind



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1 of throughout, and I'm talking about at the time  
2 after, but whether they were -- a lot of times,  
3 over time, it seemed like this thing developed  
4 where they wanted to meet with me occasionally.  
5 And they, I don't want you to think that it was  
6 the same people, because it may or may not have  
7 been. It may have been more or less. But there  
8 were subsequent -- I guess my answer is there  
9 were subsequent meetings. For what purpose they  
10 were called or requested, I remember they were  
11 mainly update in nature.  
12 Q. Were you still having meetings with  
13 parents regarding things such as the home values  
14 and people wanting to move out of the zone or  
15 sending kids to private schools and that type of  
16 thing?  
17 A. Whether that was a part of a  
18 structured meeting or whether that was -- I  
19 mean, yeah, we still heard those types of  
20 concerns.  
21 Q. Okay. Did you put any measures in  
22 place after Ms. -- other than putting Ms. Barber  
23 in the school, were any measures put in place at

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1 Trace Crossings after Ms. Litaker left to  
2 address those issues, those concerns that were  
3 being raised about students leaving and people  
4 moving and those kind of things?  
5 A. You know, other than hopes of getting  
6 things at the school operating where teachers  
7 and faculty and support staff and principal and  
8 parents and kids were kind of pulling in the  
9 same direction, and I say that real generically,  
10 you know, to me that takes care of a lot of  
11 things over time. So, you know, something --  
12 some policy to raise the home values, you know,  
13 I mean, to me that's -- some of that could be  
14 outside the scope of a school district. We just  
15 set out to have good schools.  
16 Q. Okay. Now, Ms. Litaker, was she  
17 transferred out of Trace Crossings in November  
18 of 2012?  
19 A. That's when we had the discussion, so  
20 yes.  
21 Q. Okay. Was she notified in writing  
22 that she was being transferred?  
23 A. When we finished that meeting on the

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1 day that we had it, it was a mutual agreement as  
2 I understood it.  
3 Q. Was it in writing?  
4 A. I believe I saw in some of the  
5 information there was an agreement, not an  
6 agreement agreement, but a discussion between  
7 the two of us about when do I show up, what do I  
8 do.  
9 Q. Okay.  
10 A. So if that qualifies to answer your  
11 question, I don't know, but --  
12 Q. I'm just asking were you -- prior to  
13 her being told about her transfer in that  
14 meeting, was she given any written notice that  
15 she was being transferred?  
16 A. Not that I'm aware of.  
17 Q. Okay. Did she have a say in whether  
18 or not she remained at Trace Crossings?  
19 A. Again, I felt like it was a mutual  
20 agreement when we finished that meeting.  
21 Q. When you went into the meeting, you  
22 had already decided to transfer her, correct?  
23 A. I had decided we were going to talk

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1 to her about a transfer. If there was not  
2 mutual agreement, then maybe that -- maybe that  
3 meeting would not have ended in an agreement or  
4 an action. But because the course of that  
5 meeting did get to a mutual agreement, that's  
6 how it progressed.  
7 Q. And the mutual agreement was that she  
8 would be transferred to some position at the  
9 central office either in some sort of -- in some  
10 sort of administrative capacity there, correct?  
11 A. Right.  
12 Q. And when she left, when she was  
13 transferred from Trace Crossings, and it's my  
14 understanding that she was allowed to take some  
15 time paid -- paid time off to work on her  
16 dissertation, and then she came back and was  
17 assigned to the central office, correct?  
18 A. Right.  
19 Q. What was her title when she was  
20 assigned to the central office?  
21 A. We didn't have a -- she didn't have a  
22 formal title. We had agreed upon the things we  
23 would do in the short term. There was a

<p style="text-align: right;">Page 129</p> <p>1 discussion that she and I had at some point in  2 that. Again, as I stated earlier, I'm not sure  3 to the extent that discussion was had in the  4 transfer discussion, to the extent that  5 discussion was had at O'Henry's or any other  6 meeting we had. There was a discussion at the  7 things that were available right then and there  8 in terms of open positions. And I do not recall  9 -- that discussion kind of happened over time.  10 I do not recall whether that specific discussion  11 happened in there or not.  12 Q. Would there somewhere, in some sort  13 of record that you're aware of, be a listing of  14 the positions that were open and available at  15 that time period?  16 A. There may be a list of open vacancies  17 in the district, but I was working off, what Ms.  18 Veal may consider open, I may not consider open,  19 and she's going to have every type of district.  20 Like a custodial position, obviously, is not one  21 that I would discuss with her. I think the  22 administrative type positions that we had open,  23 I think those were in my mind.</p>	<p style="text-align: right;">Page 131</p> <p>1 A. Again, the timeline is important. If  2 you can narrow it down. Actually, I --  3 Q. Well, November 15th, 2012.  4 A. I don't recall to what extent we got  5 into that that day. I would say most of the  6 time that was driven by Ms. Litaker's desire to  7 be placed, or her inquiries about where  8 potentially she would be placed at that time.  9 Q. And a lot of her inquiries were  10 directed to director level positions at the  11 central office, weren't they?  12 A. Well, I mean, the inquiry I'm talking  13 about is, you know, where could I be placed.  14 And, again, whether the level of that or the  15 extent of that discussion on the day that we  16 discussed her transfer was probably different  17 than what the level of that subject further down  18 the road.  19 Q. The discussion at the day of her  20 transfer, she was not -- it was not proposed to  21 her at that point in time that she be  22 transferred to the assistant principal position  23 at Crossroads?</p>
<p style="text-align: right;">Page 130</p> <p>1 Q. And you recall at that point in time,  2 when you had the meeting with her on November  3 15th, that there were some administrative type  4 positions open?  5 A. I believe at the time, I think, and I  6 really want to go back and verify, but I believe  7 at the time we had discussed about needing to  8 add an administrator on the team at Bumpus.  9 Whether that was a formally adopted position put  10 into our HR system, I don't know. But we had --  11 we had had discussions actually for quite some  12 time. Their enrollment was -- they were, as  13 best I recall, an eight hundred student middle  14 school, and I believe they had two  15 administrators in the building. And then there  16 was that same type of mind set about our  17 alternative school, whether or not we could use  18 some additional capacity there, too.  19 Q. And when you discussed these -- when  20 you were having discussions with Ms. Litaker,  21 were you having discussions with her where you  22 told her that she may be moved to a role of an  23 assistant principal?</p>	<p style="text-align: right;">Page 132</p> <p>1 A. I don't recall that it was.  2 Q. The assistant -- any kind of  3 assistant principal role at Bumpus Middle, was  4 that discussed on the day of --  5 A. I can't recollect that it was or  6 wasn't.  7 Q. Just to clarify, the day of November  8 15th?  9 A. Whatever day it was.  10 Q. The day you discussed her transfer  11 with her?  12 A. Yeah.  13 Q. Okay. And when she was -- when Ms.  14 Litaker reported to the central office on her --  15 after coming back from her leave time, was she  16 given an office?  17 A. Before you finish, I've got to use  18 the restroom.  19 MR. JENT: Oh, yeah. Fine.  20 (Whereupon, a discussion off the  21 record was held.)  22 Q. Did Ms. Litaker ever tell you that  23 she was not interested in moving to an assistant</p>

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1 position at Bumpus?  
2 A. I don't recall whether she  
3 specifically said that to me.  
4 Q. All right. Did she say it to anybody  
5 that you know of?  
6 A. I would oftentimes get secondhand  
7 information from discussions that she may have  
8 had with Ms. Barber or Dr. Dodson, but I don't  
9 remember it specifically regarding Bumpus.  
10 Q. Do you recall anything specifically  
11 about that she would not accept an assistant  
12 position anywhere?  
13 A. I think it was expressed to me that  
14 at some point, whether it was sooner or later in  
15 that time window, that she would only accept a  
16 director's type position or a principal  
17 position.  
18 Q. And did she express that to you --  
19 A. I don't remember.  
20 Q. You don't remember when?  
21 A. And I don't remember if it came from  
22 her or --  
23 Q. Or somebody else?

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1 A. -- or her second.  
2 Q. Have you told me everything that was  
3 discussed during the November meeting with Ms.  
4 Litaker and Ms. Barber where she was told of her  
5 transfer about what positions or what  
6 possibilities she could be transferred to?  
7 A. That I recall. I mean, that you've  
8 asked me about. I don't recall that -- there  
9 may be gaps in your question that I don't  
10 recall.  
11 Q. During that time that you were  
12 meeting with Ms. Litaker, and you said you came  
13 to an understanding or an agreement that she  
14 would leave Trace Crossings, do you recall that?  
15 A. Right.  
16 Q. During that conversation, prior to  
17 coming to that agreement, was there any  
18 discussion with Ms. Litaker about moving to an  
19 assistant principal position?  
20 A. At that meeting?  
21 Q. Yes.  
22 A. I don't recall.  
23 Q. Okay.

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1 (Plaintiff's Exhibit No. 11 was  
2 marked for identification.)  
3 Q. Let me show you what's marked as  
4 Exhibit 11. Exhibit 11 is a couple of e-mails.  
5 I think you referenced this earlier in your  
6 testimony about an e-mail from Ms. Litaker  
7 asking where she needed to report when she came  
8 back to work. Do you recall that?  
9 A. Yes.  
10 Q. And you respond, you told her report  
11 to the central office, correct?  
12 A. Right.  
13 Q. She asked a couple of questions also  
14 first -- the second question is where does she  
15 need to go. The first question has to do with  
16 the AYP status. Did you ever answer that  
17 question with Ms. Litaker, the first question  
18 there on the bottom of Exhibit 4?  
19 A. The question in the first sentence?  
20 Q. About the -- yes. Did you ever  
21 discuss the issue about the AYP status and  
22 having the test scores negated?  
23 A. I feel we discussed that. I know she

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1 had concerns or expressed that the assessments,  
2 as I understood they gave throughout the year,  
3 was kind of indicating progress didn't sync up  
4 with the results on the spring test. And I knew  
5 she felt like they were not indicative of what  
6 she would have expected, given the, I guess,  
7 pre-access. I don't know if that's the right  
8 education term, but --  
9 Q. And when you go to the last page of  
10 the e-mail and Ms. Litaker e-mails, Mr. Dodson,  
11 copies you and Ms. Barber and Ms. Camp.  
12 A. The last page?  
13 Q. The last page of the exhibit. I'm  
14 sorry. That top e-mail, was there ever an  
15 answer to the question: Was this test  
16 administered correctly? Did those scores ever  
17 change with Trace Crossings from the failing AYP  
18 score?  
19 A. As Ms. Litaker continued with her  
20 concern over this, at some point I went to Dr.  
21 Dodson and said, would you look into this. And  
22 I think, generally speaking, at some point he  
23 contacted the state department. At some point,

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1 is my understanding, he got with Ms. Litaker.  
2 They picked some tests to send that were  
3 evaluated at that level. That's my  
4 understanding of how that evolved.  
5 Q. Okay. Was there ever a resolution as  
6 to were the tests -- that's a bad question,  
7 because I really don't know all the terms  
8 either.  
9 A. Neither do I.  
10 Q. Was there ever a finding as to  
11 whether there was any impropriety with those  
12 particular testing scores?  
13 A. I wouldn't want to begin to try to  
14 guess at what you mean by impropriety.  
15 Q. Well, something that was not --  
16 A. Impropriety in the context of --  
17 Q. I'm not implying somebody did  
18 something wrong. I guess I'm using it in the  
19 context of did those test scores stand or was  
20 there a finding that there was some reason they  
21 should be discarded?  
22 A. I'm not aware of an official  
23 discarding. Again, Dr. Dodson worked with the

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1 State Department of Education on that matter. I  
2 think there was some information gleaned from  
3 that about certain standards, that there were --  
4 weaknesses were shown in some of the tests.  
5 There was an issue or a theory that there was  
6 some kind of time, and, again, I don't  
7 understand enough about the official test  
8 taking. I know there's a lot of regulatory  
9 things that go around that, but I'm not aware of  
10 an official discarding of test scores.  
11 Q. Okay. When Ms. Litaker reported on  
12 January -- in January of 2013, we had previously  
13 talked about two areas you wanted her to work  
14 in. Is that what she started doing when she  
15 reported in January of 2013?  
16 A. I believe so.  
17 Q. Okay. And who did she report to on  
18 those projects?  
19 A. I think the functional, whether it  
20 was on a piece of paper, is who she reported to.  
21 I think the nature of the work related to the  
22 drug free community grant. I think she had a  
23 lot of contact with Ms. Melody Green. I think

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1 she had a lot of contact with Ms. Antee with  
2 regard to the functional piece of that. The  
3 assessment type, the safety school assessment  
4 type activity, from my perspective it seemed  
5 like most of that interaction was me, other than  
6 the interaction she would have had with the  
7 principals that she visited over the course of  
8 that work.  
9 Q. And did she complete both of those  
10 projects?  
11 A. The grant thing, I kind of saw -- in  
12 the assessment evaluation, I saw as a longer  
13 project. She expressed interest in March of  
14 leaving, so I don't recall whether the safety  
15 was technically finished, but it progressed --  
16 it at least progressed really well, I felt like.  
17 Q. Who did she express interest to in  
18 March that she wanted to leave?  
19 A. I got a call from an attorney on her  
20 behalf was my understanding.  
21 Q. And what is your recollection of that  
22 conversation?  
23 A. The -- he established who he was and

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1 in what capacity he was contacting me on, and  
2 his interest in -- I don't know if he used the  
3 word negotiate, but to develop a mutual  
4 agreement with Ms. Litaker.  
5 Q. Was that Mark Boardman?  
6 A. It was.  
7 Q. And he was her attorney through CLAS?  
8 A. I don't know the complete structure.  
9 I mean that was part of what he -- the  
10 groundwork he laid to me, but I believe so.  
11 Q. Okay.  
12 A. I wasn't really sure.  
13 Q. Were you a member of CLAS also?  
14 A. You know, we fill out these things  
15 where you choose all these suborganizations, and  
16 I don't remember if I checked that box or not,  
17 quite honestly.  
18 Q. Was that available to you?  
19 A. Yes, I believe so.  
20 Q. At the time you received the call  
21 from Mr. Boardman, had it already been  
22 communicated to Ms. Litaker that her option was  
23 to be transferred to the alternative school as



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1 assistant principal?

2 MS. YUENGERT: Object to the form.

3 You can answer.

4 THE WITNESS: What did you say?

5 MS. YUENGERT: I objected to the

6 form. You can answer if you understand the

7 question.

8 A. Well, can you repeat it, please?

9 Q. Yes. You talked about a call from

10 her attorney, Mr. Boardman, in March that you

11 received saying that she wanted to leave the

12 system. At the time you received that call, had

13 Ms. Litaker already been told that she was being

14 transferred to the alternative school?

15 A. I don't recall that the definitive

16 decision to transfer her to Crossroads was made

17 or to the point that it was being recommended.

18 I recall getting this feedback from somewhere

19 along the way that she was interested and

20 becoming anxious to be placed in some position.

21 Q. Okay.

22 A. You know, at that point in time,

23 based on from the standpoint of what is

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1 available, my recollection is that's what

2 technically -- if somebody had to be assigned

3 that day, then or in that time frame, then

4 that's -- and we had struck Bumpus Middle School

5 from the list.

6 Q. Why?

7 A. We had had another employee that

8 works at Bumpus that came to visit Ms. Barber

9 and gave us enough information for us to make

10 the decision that it would not be a good

11 placement.

12 Q. Was that Donna Burke?

13 A. It was, but I don't recall it being a

14 -- my recollection is it was a this is what we

15 have. If we have to assign today, this is what

16 we have.

17 Q. Do you know who told Ms. Litaker that

18 if it had to be assigned today, that it would be

19 the alternative school?

20 A. I don't recall.

21 Q. Had Ms. Litaker -- prior to you

22 receiving the call from her attorney, had Ms.

23 Litaker talked with you about her interest in

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1 being assigned to a position?

2 A. Again, it's -- I don't recall enough

3 to know, to differentiate what kind of that

4 information came directly from her, what kind of

5 that information came from somebody in between.

6 Q. Let me try to narrow it down a little

7 bit. In the time period after she reported to

8 central office in January of 2012, prior to you

9 receiving the call from her attorney, were you

10 aware that Ms. Barber -- I mean Ms. Litaker was

11 dissatisfied with not being placed in a more

12 permanent role at the board?

13 A. I think what I did understand was

14 that she had this insistence on it being a

15 director or a principal.

16 Q. And was that consistent with what

17 agreement was made with her back in November

18 when she was moved from Trace Crossings?

19 A. There was no agreement as to where

20 she would ultimately be placed.

21 Q. Was there an agreement as to what

22 type of position she would be placed in?

23 A. I don't recall an agreement to what

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1 type of position.

2 Q. Other than those two projects, the

3 safety project and the drugs in school project,

4 were there any other projects that you assigned

5 to Ms. Litaker to work on during that time

6 period that she was at the central office?

7 A. Not that I'm aware of. There was a

8 inquiry of me and a request of sorts from Dr.

9 Camp and I very vaguely -- I remember that there

10 was a request made that Ms. Litaker work with

11 her, and I don't know to what extent that was

12 Ms. Litaker's request through Deborah. I don't

13 know. But I know there was a brief -- and to

14 call it a request is probably over formalizing

15 it, that she work in some capacity with her,

16 with Dr. Camp.

17 Q. And did Ms. Litaker work with Dr.

18 Camp in some capacity?

19 A. Functionally, I don't know.

20 Q. Was she told to work with Dr. Camp in

21 some capacity?

22 A. Not that I'm aware of by me.

23 Q. Okay. When you were informed about



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1 this request to work with Dr. Camp, did you say  
2 yes, she can do it or did you say anything?  
3 A. I don't know that I -- I didn't  
4 approve. I believe it was just kind of a  
5 listening thing. It was a brief -- brief type  
6 of -- I don't recall it being a set up meeting,  
7 formal request.  
8 Q. Okay. Why was Ms. Litaker not put in  
9 any kind of director position at the central  
10 office?  
11 A. We had agreed that we would place her  
12 doing those two things on the front end, assess  
13 what becomes available, assess where she was,  
14 where we were and consider those things over  
15 time. In the end, I think three months was too  
16 short of a time for that to evolve.  
17 Q. Okay. And why was she not placed  
18 into a principal position during that time?  
19 A. I would answer that the same way. To  
20 the extent she would have become -- be  
21 considered for principalships, if that were to  
22 happen, it would have happened after some time  
23 and some evaluation along the way. That typical

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1 -- those openings are typically official in the  
2 summer months, and we were having the settlement  
3 discussions in March.  
4 Q. Okay. When you talked with her  
5 attorney in March, Mr. Boardman, did he tell you  
6 that -- I'm just trying to make sure I  
7 understand what you understood from the  
8 conversation. You said that at first that she  
9 was going to -- looking to leave the system.  
10 Was it that she wanted to be placed in a -- did  
11 he tell you that she wanted to be placed in a  
12 permanent position or she was going to leave the  
13 system or how did he phrase what he told you?  
14 A. I don't remember how he exact  
15 phrased. My interpretation of the purpose of  
16 his call was to talk about an agreement out of  
17 her contract.  
18 Q. Okay. To an agreement to get her out  
19 of her contract?  
20 A. Yes. That was my interpretation. I  
21 don't remember the exact words, whether he said  
22 she wanted a buyout or whatever the case may be,  
23 but that was what I understood the purpose of

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1 the call and the discussion was.  
2 Q. And what did you do in response to  
3 the call you received from her attorney?  
4 A. At some point, whether it was the  
5 initial call or whether it was a subsequent  
6 call, I don't remember. But at some point he  
7 threw out -- he proposed an offer.  
8 Q. Okay. An offer, a monetary offer?  
9 A. Monetary and best I recall a time  
10 frame.  
11 Q. Okay. Did he ever propose a  
12 position, a title for her to work in.  
13 A. Mr. Jent, I don't recall if he did.  
14 Q. Did you ever talk to a CLAS  
15 representative, Earl Franks, about Ms. Litaker's  
16 position?  
17 A. I think he contacted me somewhere  
18 along the way, yes.  
19 Q. Was that before or after you talked  
20 with Mr. Boardman the first time?  
21 A. To the best of my recollection, that  
22 was before.  
23 Q. Okay. And what do you recall about

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1 the conversation with Mr. Franks?  
2 A. Really, at this point, just the  
3 notion that he was calling on behalf of Ms.  
4 Litaker.  
5 Q. Any specifics? What was the issue he  
6 raised with you, do you recall?  
7 A. I think general probably discontent  
8 that she had, in nature like that.  
9 Q. Now, at some point in time, Ms.  
10 Litaker was told -- or let me ask it this way.  
11 At some point in time was Ms. Litaker told she  
12 was being transferred to the Crossroads  
13 Alternative School as the assistant principal?  
14 A. My understanding is that Dr. Dodson  
15 met with her at some point, and that option was  
16 discussed, but an ultimatum was not -- my  
17 understanding, was not given. It was not  
18 intended from me.  
19 Q. Did you instruct Dr. Dodson to talk  
20 with Ms. Litaker about the Crossroads position?  
21 A. I don't recall how that came. Ms.  
22 Litaker and Dr. Dodson would talk a lot and  
23 oftentimes that information would filter back to

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1 me. So whether that discussion was an informal  
2 discussion out of one of those meetings, I don't  
3 know. But, apparently, the discussion was had.  
4 But I didn't go to Dr. Dodson and say, Tell her  
5 we're going to transfer her with no options.  
6 Q. Do you know if Ms. Veal was present  
7 during any meetings with Ms. Litaker about  
8 transferring to Crossroads?  
9 A. I don't.  
10 Q. Do you know if Ms. Veal and Ms.  
11 Litaker had any discussions about her transfer  
12 to Crossroads?  
13 A. I do not.  
14 Q. Okay. As of the time that -- let me  
15 show you Exhibit 12.  
16 (Plaintiff's Exhibit No. 12 was  
17 marked for identification.)  
18 This is a letter dated April 4th,  
19 2013 from Ms. Litaker to you with a retirement  
20 date. Do you recall receiving this?  
21 A. I do.  
22 Q. Okay. As of April 4th, 2013, were  
23 you aware of any additional issues at Trace

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1 Crossings that you felt were due to Ms.  
2 Litaker's leadership of the school?  
3 A. There were conversations over the  
4 course of time with Ms. Barber about things she  
5 was experiencing or seeing, but in terms of  
6 inventorying those in the context of  
7 performance, I really -- at that point, I had  
8 moved towards the next phase. Ms. Litaker was  
9 in a new role and, you know, it wasn't -- and I  
10 know there were some concerns expressed, and  
11 Carol had some concerns expressed, but, again, I  
12 don't recall those enough to lend specifics to  
13 them today.  
14 Q. Any of those concerns that were  
15 expressed during that time period, did they play  
16 any role in Ms. Litaker not being given a  
17 director position at the central office?  
18 A. The main thing that was impacting was  
19 the positions available at the time, the really  
20 short window from the time -- you know, I had a  
21 vision of a longer term process with regard to  
22 where she would ultimately end up from a  
23 permanent standpoint.

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1 Q. How long?  
2 A. Longer than three months. I mean, I  
3 think the process and the availability of roles,  
4 the things that -- how she did on things that  
5 she was involved with, I mean, I think a lot of  
6 those things would have ultimately played into  
7 her ultimate role with the district.  
8 Q. Did you ever tell Ms. Litaker that?  
9 A. I got a call from her attorney saying  
10 that she wanted out.  
11 Q. Did you tell him what you just told  
12 me about the longer term vision?  
13 A. Well, I say that to you, looking  
14 backwards in the context of your question. I  
15 think over the course of Ms. Litaker's and my  
16 discussions, there was always this get you in  
17 this role, get you visible in the district, get  
18 you to do some different things, add to your  
19 skill set, ultimately at some point you'll be in  
20 a position where you'll have probably,  
21 hopefully, more opportunities because of your  
22 experience that you will have had in that  
23 interim. That was the template, and I think she

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1 understood that as the template.  
2 Q. When you got the call from the  
3 attorney saying she wanted out, did you express  
4 that to him?  
5 A. With Ms. Litaker, I found myself a  
6 lot of times, if that's what she wanted, then  
7 that's what -- and if she wanted out and that  
8 was expressed by her attorney, I took that  
9 approach. That's -- she had talked a little  
10 bit, referred to retirement over the course of  
11 our discussions, not in a bad way or -- I think  
12 as she processed in her mind what she saw for  
13 herself. So, I mean, I didn't think of it as  
14 necessarily -- I didn't know what I thought of  
15 it. But I thought of it as, I think, what she  
16 apparently wanted.  
17 Q. Okay. In negotiating the settlement  
18 -- did you do the negotiating of the settlement  
19 with her attorney?  
20 A. Yes.  
21 Q. Was it ever raised from either side  
22 of the possibility of creating any sort of  
23 director position for her at the central office?

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1 A. With Mark Boardman?  
2 Q. Yes.  
3 A. I don't recall.  
4 Q. Or with anybody, Mr. Franks from CLAS  
5 or anybody?  
6 A. I had the notion in my mind. Again,  
7 I don't -- I can't with specificity tell you how  
8 it got to me, whether it was directly from Ms.  
9 Litaker or whether it was through one of these  
10 other, Dr. Dodson or conversations with Ms.  
11 Litaker, but I had it in my mind that that was a  
12 line in the sand, so to speak, with her. I  
13 don't recall that from Mr. Boardman. I don't  
14 recall that from Mr. Franks. I just don't  
15 recall having that discussion. But that was in  
16 my mind. How it got there and who said it to me  
17 and how many times, I don't know.  
18 Q. Okay. Do you recall if Ms. Litaker  
19 told you that?  
20 A. I don't.  
21 Q. Okay. You had -- strike that. Were  
22 you aware of a meeting between Ms. Barber and  
23 Ms. Litaker on January 28th, 2013?

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1 A. I'm aware that there were meetings.  
2 January 28th, I don't know.  
3 Q. Let me show you a summary of a  
4 meeting. Just look at it and tell me if you  
5 were ever told any of the specifics about this  
6 meeting.  
7 MS. YUENGERT: And for the record  
8 purposes, he's looking at a document with a  
9 Bates label of 00276 through 00278 produced by  
10 defendants.  
11 MR. JENT: And we'll go ahead and  
12 mark it as Exhibit 13 because we'll use it later  
13 on anyway, just for identification purposes.  
14 (Plaintiff's Exhibit No. 13 was  
15 marked for identification.)  
16 Q. Do you recall being informed about  
17 this meeting or the things that were discussed  
18 in this meeting.  
19 A. I haven't read it, but --  
20 Q. Just look over it and see if it jogs  
21 any --  
22 A. I know there were meetings.  
23 Q. Did Ms. Barber bring complaints to

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1 you during this time period between January and  
2 the end of March of 2013 regarding problems with  
3 Ms. Litaker?  
4 A. I mean, she talked about a level of  
5 difficulty finding things, that type of thing.  
6 She did express things of that nature,  
7 transitional type things.  
8 Q. Okay. Were you aware -- did anybody  
9 make you aware that Ms. Litaker -- prior to  
10 hearing from Mr. Boardman or Mr. Franks, did  
11 anyone make you aware that Ms. Litaker was upset  
12 with not being placed in a more permanent role?  
13 A. I mean, if you -- I mean, consider  
14 that -- I sensed anxiousness from her, whether  
15 by e-mail or through conversations. Whether it  
16 was a direct conversation with her, I don't  
17 remember, but I sensed anxiousness of having a  
18 title.  
19 Q. Did the board ever vote on  
20 transferring Ms. Litaker out of Trace Crossings?  
21 A. I would have to check the record, but  
22 I do not believe so.  
23 Q. Okay. And I have a question about

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1 this. When you say check the record, you mean  
2 the minutes or is there a different record?  
3 A. The personnel actions that are  
4 official to each -- what they vote on, there's a  
5 listing of personnel actions. That's what I'm  
6 referring to.  
7 Q. Is that attached to the minutes or is  
8 that kept somewhere else? Do you know?  
9 A. We were pretty consistent, I believe,  
10 about posting those online. But there's an  
11 official record at the central office.  
12 Q. Okay. Personnel actions, as far as  
13 you remember, weren't discussed in open  
14 meetings, correct? They were discussed more in  
15 executive sessions, specific personnel actions?  
16 A. I would think -- I mean, the  
17 personnel listing is typically long for us. And  
18 it's produced out of HR. But unless there's  
19 something that qualifies to be discussed in the  
20 executive session, it's discussed.  
21 Q. Okay. So if the board voted to  
22 transfer Ms. Litaker out of Trace Crossings, it  
23 should be reflected in some personnel listing

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1 that was attached to some minutes for their  
2 meeting, correct?  
3 A. Correct.  
4 Q. Okay. Did you make a written  
5 recommendation to the board that Ms. Litaker be  
6 transferred from Trace Crossings?  
7 A. No. It was my understanding that the  
8 fact that it was a mutual agreement that it was  
9 not required.  
10 Q. Where did you get that understanding?  
11 A. Ms. Veal.  
12 Q. And did you ever see anything in  
13 writing to that effect of what Ms. Veal told you  
14 about the fact that it was a mutual agreement  
15 meant it didn't have to be in writing?  
16 A. Let me clarify. That understanding  
17 would have been from Ms. Veal in connection with  
18 advice of counsel.  
19 Q. Who performed evaluations on Ms.  
20 Litaker while she was principal at Trace  
21 Crossings?  
22 A. Typically when Ms. Barber was  
23 assistant superintendent, typically, the guts of

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1 that process, the paperwork, that was done by  
2 her.  
3 Q. Okay. Did you sign off on  
4 evaluations?  
5 A. The things that were required for my  
6 signature, Carol and I would discuss the things  
7 associated with that process. Principals would  
8 talk to me. I negotiated extension of contracts  
9 with contract principals. So I typically would  
10 talk with Ms. Barber about any matters that  
11 needed to be discussed. It was kind of an  
12 ongoing process. So the short answer to your  
13 question is if I needed to sign by way of those  
14 discussions, I would sign.  
15 Q. Do you know if an evaluation was  
16 performed on Ms. Litaker for the 2012/2013 year?  
17 A. We followed the process outlined by  
18 the state department. That process, as I  
19 understand it, called for different extent of  
20 evaluation over the course of the years. For  
21 example, it may have included various  
22 observations one year. The next year it may  
23 have included some kind of a PLP review or

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1 something like that. My general understanding  
2 is that has different phases over time and  
3 different requirements annually.  
4 Q. Okay.  
5 A. But we would follow the process  
6 outlined by the state department.  
7 Q. Do you know if that was done for Ms.  
8 Litaker in 2012-2013?  
9 A. My understanding is that process was  
10 followed.  
11 Q. And was that performed by Ms. Barber?  
12 A. That's my recollection.  
13 (Plaintiff's Exhibit No. 14 was  
14 marked for identification.)  
15 Q. Exhibit 14 is a letter dated April  
16 10th, 2013 to Ms. Litaker from you signifying  
17 the Board of Education accepting her  
18 resignation. Do you recall this?  
19 A. I do.  
20 Q. And her retirement would be effective  
21 December 31st, 2013?  
22 A. Correct.  
23 Q. Did the board vote on accepting her

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1 resignation? Do you recall?  
2 A. I don't recall, but I would assume  
3 so.  
4 Q. Did you have any discussions with Ms.  
5 Litaker after she tendered her resignation?  
6 A. Not that I recall.  
7 Q. Ms. Litaker was replaced by Ms.  
8 Barber, correct?  
9 A. Yes.  
10 Q. And at first Ms. Barber was in the  
11 position on an interim basis, correct?  
12 A. Correct.  
13 Q. And then it has -- did it change  
14 during your tenure to a permanent basis or was  
15 that after you? Do you know?  
16 A. I think it was after.  
17 Q. Are you familiar with the Children  
18 First Law or Children First Program?  
19 A. Children's First.  
20 Q. Children's First?  
21 A. I can't say that I'm sure what you're  
22 asking about.  
23 Q. Have you heard of -- were you allowed



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1 to transfer principals out of schools pursuant  
2 to any type of law that you're aware of?  
3 A. I mean, I can't quote the law with  
4 regard to transfers, but I know that the  
5 Student's First Act does.  
6 Q. Student's First, okay?  
7 A. It does, you know, cover that and  
8 give guidance on that as well as the contract  
9 with a principal.  
10 Q. Could you have transferred a tenured  
11 principal, not a contract principal, but a  
12 tenured principal out of the school mid year?  
13 A. I would have to review the law.  
14 Q. Okay. Don't get scared. I'm not  
15 asking you questions about every page.  
16 A. If you have to go, I was going to  
17 have to go in cycles.  
18 (Plaintiff's Exhibit No. 15 was  
19 marked for identification.)  
20 Q. Exhibit 15 is Defendants' Responses  
21 to Plaintiff's First Interrogatories and Request  
22 for Production. Have you seen these before?  
23 A. Yes.

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1 Q. And if you turn to the last page,  
2 it's your -- is that your signature  
3 verification? Next to the last page, I'm sorry.  
4 A. 49?  
5 Q. Yes.  
6 A. Yes.  
7 Q. And did you review these responses?  
8 A. I did.  
9 Q. And the things that you were  
10 answering on your behalf, you verify that they  
11 were true and correct?  
12 A. Yes.  
13 Q. And I understand not everything was  
14 -- it specifies in here what is yours. So I'm  
15 not holding you to everything. Turn to Page 23.  
16 And we have some listings on some particular  
17 board employees, and I just want to ask you a  
18 few questions about these employees, okay?  
19 A. Okay.  
20 Q. We've talked about David Fancher a  
21 little today. He was the principal at Bluff  
22 Park Elementary?  
23 A. Right.

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1 Q. And it looks like, according to this  
2 chart, he retired effective 4/1/15. That was  
3 after you had left, correct?  
4 A. Right.  
5 Q. When you left Hoover Schools, was he  
6 still the elementary principal at Bluff Park?  
7 A. He was.  
8 Q. And while you were superintendent,  
9 did Mr. Fancher ever hold any other positions  
10 with the Hoover City School System while you  
11 were superintendent?  
12 A. No.  
13 Q. Okay. Did you ever consider removing  
14 Mr. Fancher from the Bluff Park Elementary  
15 principal position?  
16 A. No.  
17 Q. Were you aware of any performance  
18 issues with Mr. Fancher in or around April of  
19 2012?  
20 A. I mean, I can't specify to the date.  
21 Q. Do you recall -- well, do you  
22 recall --  
23 A. April of when did you say?

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1 Q. 2012.  
2 A. No, not that I can recall.  
3 Q. Were you aware of any meeting between  
4 Ms. Barber and Mr. Fancher April 2012 regarding  
5 performance issues that he had?  
6 A. I was aware that she was going to  
7 discuss with him in relation to a matter that  
8 was brought to us from an employee. I'm not  
9 positive that's what you're referring to, but I  
10 do know --  
11 Q. Was there a sexual harassment  
12 complaint made against him?  
13 A. There was a complaint that was  
14 brought to us and we went to and investigated  
15 that complaint.  
16 Q. What was the nature of that  
17 complaint?  
18 A. It was language, sexual language type  
19 allegation the best I recall. I don't recall  
20 the details, but I do recall there was a  
21 complaint lodged, and we set out to investigate  
22 that with him.  
23 Q. And was there a finding of that



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1 investigation?

2 A. I think you would probably have to go

3 to the one that was the most directly involved

4 with that.

5 Q. Is that Ms. Barber?

6 A. Yes.

7 Q. Were you aware of a finding as to

8 that investigation?

9 A. Not -- I'm not aware of an actionable

10 finding.

11 Q. Were you ever aware of any complaints

12 about Mr. Fancher about the clothes he wore to

13 school?

14 A. From?

15 Q. From any parents?

16 A. I don't think I ever had a parent say

17 to me, comment on his clothing.

18 Q. Was there ever any comment from any

19 of the faculty or staff about Mr. Fancher's

20 clothing?

21 A. Ever to me?

22 Q. Yes.

23 A. I don't recall.

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1 Q. Or his appearance?

2 A. Ever to me?

3 Q. Yes.

4 A. I don't recall.

5 Q. Were you ever aware of any complaints

6 to anyone about Mr. Fancher's appearance?

7 A. Not that I recall.

8 Q. Were you aware that Mr. Fancher was

9 -- let me just show you Exhibit 16.

10 (Plaintiff's Exhibit No. 16 was

11 marked for identification.)

12 Q. Exhibit 16 is a conference summary

13 and future plan of action for or signed by David

14 Fancher and Carol Barber. Were you aware of

15 this?

16 A. I was aware of, again, of the

17 process. To the extent about this document, I

18 can't recall.

19 Q. Were you aware that Mr. Fancher was

20 given a future plan of action?

21 A. Again, recalling the details and the

22 results of that, I don't recall.

23 Q. Okay. Do you recall any of the

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1 concerns listed in this conference summary, the

2 first one being delegation of principal

3 responsibilities to other staff members, such as

4 having office personnel handling discipline. Do

5 you ever recall knowing about an issue like that

6 with Dr. Fancher?

7 A. I recall Ms. Barber going through a

8 process with Dr. Fancher. I don't recall the

9 specifics of the outcomes and the direction that

10 they were to take from that.

11 Q. Did you --

12 A. I remember --

13 Q. Go ahead.

14 A. -- the context of which the parts

15 that I participated in which were the

16 complaints, the complaint up front, and I recall

17 that through the course of Ms. Barber's

18 approach, those particular things were addressed

19 and properly investigated. I was concerned that

20 that is what happened, that they were properly

21 investigated and a determination.

22 Q. That was the sexual harassment that

23 we talked about, the sexual language or whatever

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1 you referred to it earlier?

2 A. I think you can broadly say yes.

3 Q. Did Ms. Barber or Ms. Veal ever bring

4 any concerns to you about Mr. Fancher that

5 faculty and staff had complained to them outside

6 of the one that Ms. Barber investigated, other

7 complaints from faculty or staff about Mr.

8 Fancher?

9 A. I don't recall specifically either of

10 them coming to me. I don't recall.

11 Q. And namely, if you'll look at the --

12 see the bullet points in the second paragraph,

13 do you recall any of those issues that are

14 listed in Exhibit 16?

15 A. I think bullet point two was an item

16 that was referenced by the person expressing the

17 grievance, per se.

18 Q. The over dependency by principal and

19 other school personnel?

20 A. Yeah. That was one of the things

21 that that person brought up.

22 Q. Who brought up -- do you recall

23 anything about communication and relationship

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1 problems with students, parents and community?  
2 A. I do not recall that.  
3 Q. Okay. Or the issue of the principal  
4 losing temper, retaliation occurs, and  
5 repercussions follow person who presented the  
6 challenge. Do you recall who brought that up?  
7 A. Hold on. I'm reading the bullet  
8 point before it. Inappropriate comments by  
9 principal. I think -- I would assume that's in  
10 reference to the thing that we investigated.  
11 Q. Do you know if there were ever any  
12 allegations of inappropriate racial comments by  
13 Mr. Fancher?  
14 A. I would say that to the best of my  
15 recollection, possibly the information brought  
16 by the employee might be perceived that way.  
17 Q. Okay. If you look down at the future  
18 plans, there was future plans with Dr. Fancher  
19 with the Director of Human Resources. Who would  
20 that be? Would that be Ms. Field?  
21 A. Yes.  
22 Q. And the superintendent, which would  
23 be Ms. Barber?

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1 A. At that time, yes.  
2 Q. Will meet at least one time during  
3 each quarter of the 2012/2013 school year to  
4 review current practices and ongoing issues of  
5 concern. To your knowledge, did those meetings  
6 take place?  
7 A. To my knowledge, I don't have a way  
8 of verifying that.  
9 Q. I just want to know if you were aware  
10 of it?  
11 A. Well, I'm aware of it because I'm  
12 reading now that they planned to meet.  
13 Q. Right. But were you aware during the  
14 time you were superintendent that those meetings  
15 actually took place?  
16 A. It's not something that would have  
17 been reported to me and inventoried.  
18 Q. Did Ms. Barber or did Ms. Veal report  
19 to you any updates on Dr. Fancher after July of  
20 2012?  
21 A. I don't recall any subsequent issues  
22 raised with me from Ms. Barber or Ms. Veal.  
23 Q. Was there a concern with how -- with

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1 Bluff Park Elementary and how it was doing at  
2 that point?  
3 A. Not that I recall. At what point?  
4 Q. At the point this future plan of  
5 action was put in place, July 30th, 2012?  
6 A. Not that I'm aware of.  
7 Q. Okay. Did you, yourself, have any  
8 discussions with Dr. Fancher about any concerns  
9 related to his performance?  
10 A. David and I often met. I would go  
11 see him, but I don't recall any specific  
12 performance type issues that I would have raised  
13 with him in that context.  
14 Q. And I want to be clear. Were you  
15 aware of any future plan of action such as this,  
16 this document, Exhibit 16, that was done for Ms.  
17 Litaker prior to her being removed from the  
18 Trace Crossings principal position?  
19 A. I'm not aware of that, no.  
20 Q. Was there any disciplinary action  
21 taken against Dr. Fancher based on the items  
22 listed here in this conference summary that  
23 you're aware of?

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1 A. Not that I'm aware of other than  
2 investigation, I believe, was adequately  
3 performed and matters addressed.  
4 (Plaintiff's Exhibit No. 17 was  
5 marked for identification.)  
6 Q. Just to complete the record, Exhibit  
7 17 is a letter from Mr. Fancher to Ms. Barber,  
8 dated July 27th, 2012 regarding the conversation  
9 of April 12th. Were you aware of this letter?  
10 A. I may have gotten it, but I can't  
11 respond specifically. This doesn't appear to  
12 have been addressed to me.  
13 Q. Okay.  
14 (Whereupon, a discussion off the  
15 record was held.)  
16 Q. Chris Shaw, are you familiar with  
17 him?  
18 A. I am.  
19 Q. He was principal at Spain Park High  
20 School, correct?  
21 A. Right.  
22 Q. And this is on Page 25 of the  
23 interrogatory responses. And I understand these

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1 may not be the part that you're verifying. I'm  
2 not asking you about that.  
3 A. Okay.  
4 Q. I'm just using this as a reference  
5 point, okay? It looks like he was moved as  
6 planning director at central office February  
7 29th, 2012. Do you recall that happening?  
8 A. I do.  
9 Q. Was that a position that was posted  
10 and open at the central office?  
11 A. It was a position that was posted.  
12 It was really specific to some of the things  
13 that I needed done at the time.  
14 Q. Was it a position -- was Mr. Shaw the  
15 first person in that position?  
16 A. Yes.  
17 Q. Okay. And it shows that he resigned  
18 in July of 2012. Did someone take his place in  
19 that planning director position when he  
20 resigned?  
21 A. Not that I'm aware of unless they  
22 hired somebody after I left.  
23 Q. Well, while you were there?

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1 A. No.  
2 Q. Okay. And what kind of things did  
3 you need done that that position was created  
4 for?  
5 A. At the time there were some  
6 operational things, a lot of information  
7 gathering we were going to undertake. For  
8 example, one, as I recall, was we wanted to look  
9 at a system-wide landscape arrangement whereby  
10 we designed and bid those services. That was  
11 one of the things that I felt like needed some  
12 specific attention.  
13 Best I recall, Mr. Jent, it was also  
14 part of the rental activities as folks would --  
15 that was something that this person might  
16 possibly be part of. But there were a lot of  
17 system level planning things that he was going  
18 to be part of more or less the information  
19 gathering that went along with those to support  
20 the overarching process.  
21 Q. And so one of the things you recall  
22 is the system-wide landscaping?  
23 A. Uh-huh (positive response).

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1 Q. Is that a yes. You've done good all  
2 day, but is that a yes?  
3 A. Oh, yes. I'm sorry.  
4 Q. You've done well. It's late, so I  
5 understand. And you said rental activities.  
6 What was that in relation to?  
7 A. Well, you had different parks and  
8 rec, for example, would use our facilities. We  
9 would have an array of requests to utilize our  
10 facilities. There was a good bit of  
11 administration around those types of  
12 arrangements, assessing those types of  
13 arrangements, establishing fees for those types  
14 of arrangements. It was just kind of something  
15 that I felt like could use at that time some  
16 attention to some of those details.  
17 Q. Now, was Mr. Shaw a contract  
18 principal?  
19 A. He was.  
20 Q. Okay. And did you approach Mr. Shaw  
21 about moving to this planning director position  
22 or did he approach you about the position?  
23 A. I approached him.

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1 Q. And did you approach him before or  
2 after the position was posted?  
3 A. It would have been before.  
4 Q. Okay. And why did you approach Mr.  
5 Shaw about the position at that time?  
6 A. I wanted to make a change at Spain  
7 Park High School.  
8 Q. And why did you want to make a change  
9 at Spain Park High School?  
10 A. Generally, I did not see the school  
11 going in the overall direction, didn't see -- I  
12 felt like the expiration of his contract was  
13 that his contract would most likely have not  
14 been renewed, and I had a candidate that I saw  
15 as more of a long-term candidate there ready.  
16 Things just weren't going as I wanted.  
17 Q. Okay. What sort of -- do you recall  
18 any specifics of what was going on at that time  
19 at Spain Park?  
20 A. Just really around the question of  
21 from a succession planning standpoint, is Mr.  
22 Shaw going to be the principal past the  
23 expiration of his contract. It was more of a

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1 forward looking pre-planning kind of thing.  
2 Q. Okay.  
3 A. I saw it as a temporary assignment.  
4 Q. Okay. But it was given an actual  
5 title, correct?  
6 A. Right.  
7 Q. Did he have a specific office  
8 assigned to him at the central office?  
9 A. He did.  
10 Q. And there was actually a press  
11 release and an announcement made to the public  
12 that he was given the position of planning  
13 director, correct?  
14 A. I don't know if it was a press  
15 release or a writing of what took place at the  
16 board meeting.  
17 Q. Okay. Do you recall an article being  
18 in the paper about that?  
19 A. I suspect there was. I don't recall  
20 it specifically.  
21 Q. Do you recall when Mr. Shaw's  
22 contract was to expire?  
23 A. I would have to look. I don't

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1 remember whether it was to expire.  
2 Q. And I've got it here so I can -- I  
3 don't want you to --  
4 A. It was that June. My guess is that  
5 June.  
6 Q. I don't want you guessing, so I'm  
7 going to show you the actual contract.  
8 A. I've been reprimanded all day.  
9 Q. I didn't realize I had it. I thought  
10 I had it but I've got a lot of folders over  
11 here. This is PX 18.  
12 (Plaintiff's Exhibit No. 18 was  
13 marked for identification.)  
14 Q. Do you recognize this as the contract  
15 of employment with Chris Shaw?  
16 A. It looks like the contract we would  
17 have executed with him.  
18 Q. And Mr. Shaw came in as principal of  
19 Spain Park, it looks like, July 1st, 2010?  
20 That's when the contract is for, correct?  
21 A. Yes.  
22 Q. And ending June 30th, 2013. Now, did  
23 Mr. Shaw ever have a probationary contract with

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1 Hoover that you know of?  
2 A. I believe this was his initial  
3 contract. I think he was in that -- he had had  
4 previous experience so he started with a three.  
5 Q. Did the experience have to be as a  
6 principal or could it have been as an assistant  
7 principal; do you know?  
8 A. It's -- principal was -- to my  
9 recollection of the law, I believe it was  
10 principal.  
11 Q. So the contract ended June 30th,  
12 2013?  
13 A. Right.  
14 Q. And Mr. Shaw resigned -- did Mr. Shaw  
15 agree with you to take the planning director  
16 position at the central office?  
17 A. He agreed that he would -- that was  
18 something that he would pursue and wanted to  
19 pursue, so yes.  
20 Q. Did he know that he would have the  
21 planning director position when he agreed to  
22 leave Spain Park?  
23 A. I think he knew he was going to be a

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1 good candidate and that he was going to be  
2 transferred out of Spain Park.  
3 Q. Let me show you what I'll mark as  
4 Exhibit 19.  
5 (Plaintiff's Exhibit No. 19 was  
6 marked for identification.)  
7 Q. Exhibit 19 is two pages. It's a  
8 February 24th, 2012 letter from you to Chris  
9 Shaw, and the second page is a personnel  
10 recommendation form. Do you recall sending this  
11 to Chris Shaw?  
12 A. I do.  
13 Q. Okay. And just to clarify for the  
14 record, I think we all know that Chris Shaw is a  
15 male, correct?  
16 A. Right.  
17 Q. Chris Shaw says that the board voted  
18 on February 22nd, 2012 to approve your  
19 recommendation to transfer him from principal at  
20 Spain Park High School to planning director at  
21 central office effective February 29th, 2012.  
22 Do you recall that happening?  
23 A. I do.

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1 Q. And then the personnel recommendation  
2 form signifies a transfer from principal at  
3 Spain Park High to planning director at the  
4 central office, correct?  
5 A. Right.  
6 Q. And signed by Mary Veal and you?  
7 A. Right.  
8 Q. Okay. And then Mr. Shaw resigned  
9 from the Hoover system prior to his contract  
10 expiring, correct?  
11 A. He did.  
12 Q. Okay. And when he resigned, he was  
13 still in the role of planning director, correct?  
14 A. Best I recall, yes.  
15 (Plaintiff's Exhibit 20 was marked  
16 for identification.)  
17 Q. Let me show you Exhibit 20. Exhibit  
18 20 is a letter dated June 19th, 2012 signifying  
19 Mr. Shaw's resignation to accept the principal  
20 position at Northview High School, correct?  
21 A. Right.  
22 Q. Okay. And you recall making a  
23 recommendation to the school board to transfer

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1 Mr. Shaw from the principal position at Spain  
2 Park, correct?  
3 A. Yeah, by virtue of this letter that I  
4 signed --  
5 Q. Okay.  
6 A. -- I recall.  
7 Q. Bob Lawry, who was a principal at  
8 South Shades Crest Elementary?  
9 A. Yes.  
10 Q. And at some point do you recall Mr.  
11 Lawry transferring to a position in student  
12 services?  
13 A. I do.  
14 Q. He was called a student services  
15 specialist?  
16 A. (Witness nods head.)  
17 Q. How did that come about? Did you ask  
18 him to take that position?  
19 A. No. He applied for that position,  
20 interviewed for that position, and received that  
21 position.  
22 Q. At the time he applied for that  
23 position, did Mr. -- had there been any

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1 discussions with Mr. Lawry about moving him from  
2 the principal position at South Shades Crest?  
3 A. I had had a discussion with Mr. Lawry  
4 as we approached the end of his existing  
5 contract. Mr. Lawry, we talked about his  
6 school, talked about what -- where he saw  
7 himself, what he would like to do in Hoover City  
8 Schools. Through that conversation, he  
9 expressed interest in other things in the  
10 district. He felt like his leadership had run  
11 its course. These were his words, not mine, had  
12 run its course at South Shades Crest, and, you  
13 know, if opportunities arose, he would like to  
14 pursue other thing in the district.  
15 Q. Well, your part of the discussion  
16 with Mr. Lawry, were you expressing any concerns  
17 with what was going on at South Shades Crest?  
18 A. No.  
19 Q. Was there anything negative from you  
20 about South Shades Crest?  
21 A. Not that I recall.  
22 Q. Or anything negative about Mr. Lawry  
23 in the --

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1 A. In that discussion, no.  
2 Q. Do you know if anyone had expressed  
3 any concerns with what was going -- how -- any  
4 concerns with the direction of South Shades  
5 Crest at that time when Mr. Lawry made the  
6 decision to apply for another position?  
7 A. Anyone?  
8 Q. Yes.  
9 A. Anyone to anybody?  
10 Q. Anyone at Hoover?  
11 MS. YUENGERT: Hoover City Schools?  
12 Q. Hoover City School Systems.  
13 A. He went through a period of time  
14 where there were some -- there seemed to be some  
15 angst in the community about -- in his community  
16 about some particular program that had been in  
17 the school for a long time that he restructured  
18 in some way. That's what I remember. But I  
19 think at the time that we talked, that had kind  
20 of run its course.  
21 Q. What kind of program?  
22 A. I think it was called the request  
23 program. Don't quote me on that. But it was a



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1 program that they had had for years that he  
2 chose to restructure and did restructure, but  
3 the specifics of that, you would have to discuss  
4 with him.  
5 Q. Did anyone -- when did you have the  
6 discussion with Mr. Lawry -- strike that. Let  
7 me show you Exhibit 21.  
8 (Plaintiff's Exhibit 21 was marked  
9 for identification.)  
10 Q. Exhibit 21 is a letter dated May  
11 31st, 2013 from you to Bob Lawry similar to what  
12 we saw with Mr. Shaw. It's a notification that  
13 the Hoover board intends to transfer him from  
14 principal at South Shades Crest Elementary to  
15 the student services specialist at student  
16 services effective July 1st, 2013, correct?  
17 A. Right.  
18 Q. How long before this transfer was put  
19 in place did you have that discussion you told  
20 me with Mr. Lawry about how he felt he wasn't --  
21 his leadership maybe wasn't as effective as it  
22 used to be?  
23 MS. YUENGERT: Object to the form.

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1 That's not --  
2 Q. The discussion -- we'll leave my  
3 commentary --  
4 A. Yeah, he wanted -- yeah, he -- I  
5 think the phrase was my leadership had run its  
6 course here. He wanted to pursue other things.  
7 Q. I was trying to refresh you of the  
8 conversation. I wasn't trying to --  
9 A. What was the question again?  
10 Q. How long before this transfer was  
11 that conversation with Mr. Lawry?  
12 A. That conversation was spring'ish.  
13 Q. Do you know how -- because the letter  
14 is kind of spring'ish too. Do you know how long  
15 before the letter was the conversation?  
16 A. I don't recall exact date. I  
17 remember it was warm outside.  
18 Q. Would there be some kind of document  
19 in the system's records as to when the student  
20 service specialist position came open?  
21 A. Certainly. There would be a day of  
22 posting and there would be information that  
23 would coincide with that process, with the

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1 posting process and the interview process, yeah.  
2 Q. Okay. And the student services  
3 specialist position, do you know what that  
4 position was?  
5 A. It was in the attendance office and  
6 relates mainly to attendance type activity,  
7 opportunity type activities, enrollment type  
8 activities, assessing all the things that go  
9 along with the enrollment process.  
10 Q. And at the time you were having --  
11 you had the conversation with Mr. Lawry, had you  
12 received any complaints from -- I don't know if  
13 I've asked you this or not because I've asked  
14 you about so many complaints and people, so  
15 excuse me if I have, okay? Had you received any  
16 complaints from parents about Mr. Lawry or South  
17 Shades Crest?  
18 A. You know, not that I recall. You  
19 know, I'm remembering something about the --  
20 something about the traffic line. I remember  
21 one isolated kind of thing, it seems, with  
22 regard to an interaction he had had with a -- I  
23 remember an e-mail of sorts, and, quite frankly,

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1 I may be getting that mixed up with the current  
2 principal. I know that was --  
3 Q. Who is the current principal at South  
4 Shades Crest?  
5 A. Dr. Scholl, Kara Scholl.  
6 Q. The student services specialist  
7 position that Mr. Lawry moved to, was that a  
8 lateral type transfer or how would that equate  
9 on the --  
10 A. From a pay standpoint, I think the  
11 pay was slightly less or slightly more. I mean,  
12 not enough to -- I think it was -- from a pay  
13 standpoint, it was lateral. I don't know how  
14 you would view it as a functional role.  
15 Q. Okay.  
16 A. He worked --  
17 Q. Was the pay -- I'm sorry.  
18 A. He worked with somebody and whether  
19 it's for somebody in that move, I don't know how  
20 you couch that. It wasn't -- so I don't know.  
21 Q. Was the pay level, pay grade put on  
22 the posting for the job when it was originally  
23 posted? Do you know?

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1 A. We typically did ranges. I assume  
2 there was a range given.  
3 Q. Okay. Let me show you what I'll mark  
4 as Exhibit 22.  
5 (Plaintiff's Exhibit 22 was marked  
6 for identification.)  
7 Q. This is a handwritten note from the  
8 desk of Andy Craig. Is that your handwriting?  
9 A. It looks like it.  
10 Q. Parts of it, I guess?  
11 A. Yeah. That's not mine in the middle.  
12 Q. Who is the middle? Do you recognize  
13 that signature?  
14 A. I do not.  
15 Q. And it says Bob Lawry AC slash AA,  
16 step ten. Is that a pay grade?  
17 A. It is.  
18 Q. Who is Steve? Who would that be? It  
19 references a Steve. It says: Steve, please  
20 place Bob on the above as closest to his current  
21 salary, something?  
22 MS. YUENGERT: You mean the part of  
23 the note to Steve that he says isn't his?

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1 MR. JENT: Right.  
2 MS. YUENGERT: Okay.  
3 A. Do you want me to guess?  
4 Q. And we'll understand that it's a  
5 guess.  
6 A. It's a guess. It's -- I believe  
7 that's probably Steve in payroll.  
8 Q. And is that Marilyn?  
9 A. It looks like Mary.  
10 Q. Mary. Okay. That makes sense. It's  
11 Mary with a smile. It says effective 7/1/13,  
12 correct?  
13 A. Yes.  
14 Q. And we can mark out that number there  
15 if you want to. I don't have any interest in  
16 it. It doesn't indicate what it is?  
17 MS. YUENGERT: Sure. Yeah, we're  
18 good.  
19 (Whereupon, a discussion off the  
20 record was held.)  
21 Q. Are you aware of any discussions  
22 between Bob Lawry and Ms. Barber about his  
23 performance as a principal at South Shades Crest

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1 during this 2013 time period?  
2 A. Other than in the normal course of  
3 the process I described to you earlier, no.  
4 Q. Okay.  
5 MS. YUENGERT: Off the record.  
6 (Whereupon, a discussion off the  
7 record was held.)  
8 Q. All right. I'm going to try to wrap  
9 up in a minute. Brian Cain was principal at  
10 Simmons Middle School. Did you ever have any  
11 discussions with Ms. Barber about performance  
12 problems that Mr. Cain had at Simmons Middle  
13 School as principal?  
14 A. Out of the normal ordinary course of  
15 her process that she undertook, I'm sure we had  
16 conversations about him, as we did with any  
17 principal.  
18 Q. Anything out of the ordinary that you  
19 recall?  
20 A. You know, Brian and I talked on  
21 occasion. A lot of that was around the fact  
22 that I felt like he took over somebody that had  
23 been there a long, long time and that, you know,

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1 it was going to take time for him to establish  
2 his leadership.  
3 Q. He took over for Ms. Barber?  
4 A. Right.  
5 Q. And did she ever express  
6 dissatisfaction to you about his job  
7 performance?  
8 A. I wouldn't say dissatisfaction. I  
9 would say ways that we need to support him,  
10 plans to support him. My understanding is he  
11 came to us. You know, what can I do to be  
12 better at this or be better at that or do this  
13 better. So he was kind of a collaborative type,  
14 kind of handled that more collaboratively than  
15 probably most.  
16 Q. Were there problems with Simmons  
17 Middle School?  
18 A. Academic problems? What do you mean  
19 problems?  
20 Q. Any kind of morale problems among the  
21 faculty?  
22 A. I felt like overall it tended to go  
23 in a strong direction. My recollection is their

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1 academic performance was fairly consistent.  
2 Q. Did Ms. Barber ever suggest moving  
3 her office over to Simmons as part of that  
4 collaborative process?  
5 A. Not that I recall.  
6 Q. Okay.  
7 A. I would have said no.  
8 Q. Okay. All right. Scott Mitchell was  
9 principal at Hoover Intermediate School?  
10 A. Brock's Gap Intermediate School.  
11 Q. It's Brock's Gap?  
12 A. Yeah. We talked about him being at  
13 Hoover.  
14 Q. My paper says Hoover, so I'm slow to  
15 process. And that's fifth and sixth grade?  
16 A. Right.  
17 Q. Did Brock's Gap, did they, I guess  
18 did they fail an AYP at some point while you  
19 were superintendent?  
20 A. I don't recall specifically whether  
21 they did or not.  
22 Q. Do you recall if the school where  
23 Karen Wheaten was principal failed AYP at some  
point?  
1 A. Kathy Wheaten.  
2 Q. Kathy Wheaten?  
3 A. I don't.  
4 Q. And you never moved Mr. Mitchell from  
5 the Brock's Gap position, did you?  
6 A. No.  
7 Q. Rush Propst, he was head football  
8 coach at Hoover High School, correct?  
9 A. Right.  
10 Q. And then there was a lot of  
11 documented problems, publicly documented  
12 problems with Mr. Propst, correct?  
13 A. There were public documents.  
14 Q. And he was removed from the position  
15 of Hoover High School coach, correct?  
16 A. It was a -- there was a negotiated  
17 settlement, a confidential settlement.  
18 Q. After he was coach of -- head coach  
19 at Hoover, he was then an administrative  
20 assistant at the central office?  
21 A. I don't recall the specifics of the  
22 negotiated settlement, but there was some

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1 transitional items as part of it.  
2 Q. And then he eventually retired from  
3 the Hoover system?  
4 A. To the best of my recollection, yeah.  
5 Q. And that was part of a negotiated  
6 settlement. Did he have an attorney for that?  
7 A. He did.  
8 Q. Do you recall who that was? And I  
9 can look it up, I know.  
10 A. I think it was Russ Campbell.  
11 Q. Okay. Did you negotiate that or did  
12 your counsel negotiate that settlement?  
13 A. I would call it more of a  
14 collaborative.  
15 Q. And was Mr. Propst, did he work under  
16 a contract?  
17 A. He was hired before I got there. I  
18 think whether there's a written contract or it's  
19 an assumed contract under the context of the  
20 law, yes, he had -- my recollection is he had  
21 some type of a contract.  
22 Q. All right. And did he file a lawsuit  
23 against the Hoover School System? And by that,  
Page 196  
1 I mean actually file a complaint, a lawsuit in  
2 court?  
3 A. I don't recall.  
4 Q. And then David Shores was the head  
5 football coach at Spain Park, correct?  
6 A. Right.  
7 Q. He was there under Chris Shaw at some  
8 point, correct?  
9 A. Right.  
10 Q. And then he was removed from that  
11 position as head coach, correct?  
12 A. Best I recall removed from the head  
13 coach position, correct.  
14 Q. And he was moved to an assistant  
15 director of athletics. Was that a system-wide  
16 position?  
17 A. It was -- that was -- again was part  
18 of a negotiated agreement, attorneys involved as  
19 well.  
20 Q. Do you recall who his attorney was?  
21 A. I can remember his face.  
22 Q. Do you want to draw it?  
23 A. Gordon.

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1 Q. Bruce?

2 A. There was another attorney that was

3 with him, too. It was Bruce Gordon and another

4 attorney.

5 Q. And did you negotiate the settlement

6 agreement with Mr. --

7 A. A similar type of collaborative

8 process.

9 Q. But the assistant director of

10 athletic position that he moved to as a result

11 of that settlement, was that at the central

12 office or was that at Spain Park School?

13 A. Best I recall, it was at his house.

14 Q. Okay. He did not work anymore,

15 physically come to work somewhere for the school

16 system after that?

17 A. Huh-uh (negative response).

18 Q. And had he filed a lawsuit against

19 the board?

20 A. I don't recall whether he did or not.

21 Q. And he was removed because of an

22 allegation of an altercation with a student?

23 A. I would just have to refer to the --

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1 and I'm not -- I'm not sure of the mechanics. I

2 don't recall all the mechanics, whether he was

3 formally removed that led to the negotiation,

4 whether the discussion -- I don't remember how

5 that all played out. I just know in the end

6 there was a negotiated arrangement.

7 Q. Okay. You stated earlier that the

8 Bumpus position, the assistant principal

9 position at Bumpus was taken off the table after

10 someone spoke with Donna Burke?

11 A. Yeah.

12 Q. Do you recall that? What was her

13 position at Bumpus?

14 A. Assistant principal.

15 Q. And she spoke with Ms. Barber?

16 A. Yes. And when you say taken off

17 the table, in our mind, it was not a candidate

18 for --

19 Q. You had said that --

20 A. -- immediate placement.

21 Q. -- you were thinking about creating a

22 new position there?

23 A. An additional.

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1 Q. An additional administrative

2 position?

3 A. Yeah.

4 Q. But that eventually you never -- and

5 did you ever create that position?

6 A. They have two assistant principals

7 now. They had one at the time.

8 Q. Who received the position at Bumpus?

9 A. What was his name? Quincy Collins

10 maybe. I think that's who she hired there.

11 Q. And it was a male?

12 A. Yes.

13 Q. Who is the principal at Bumpus?

14 A. Tamala Maddox, Dr. Tamala Maddox.

15 Q. And do you know when Mr. Collins was

16 placed in that position?

17 A. I do not.

18 Q. Was he with the system already?

19 A. I think he came from maybe

20 Tuscaloosa.

21 Q. Do you know anything about the nature

22 of why Ms. Burke objected to Ms. Litaker coming

23 to Bumpus?

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1 MS. YUENGERT: Object to the form.

2 You can answer.

3 A. I think there had been a relationship

4 there and we felt like it would not be a good

5 fit.

6 Q. Okay. Did you convey that to Ms.

7 Litaker?

8 A. No.

9 Q. Were you aware of that relationship

10 between Ms. Burke and Ms. Litaker prior to Ms.

11 Burke raising that issue?

12 A. No.

13 Q. Did you ever tell anyone that Trace

14 Crossings had an image problem?

15 A. Not that I recall.

16 Q. And I'm wrapping up, which is why I'm

17 trying to make sure I've covered everything. So

18 I'm not just --

19 MS. YUENGERT: This is a good sign is

20 what he's telling you.

21 Q. This is a good sign. Were there any

22 other teachers you moved mid -- any other

23 principals, excuse me, that you moved mid

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1 contract because of issues with the performance  
2 of the school or the direction the school was  
3 taking, excuse me?  
4 A. I think Chris Shaw probably, we  
5 talked about that whether it was issues with the  
6 school, whether it just wasn't the right person  
7 at the right time going forward, and I believe  
8 that one was mid contract. I don't mean exact  
9 middle, but it had not expired.  
10 Q. In the middle? Okay. And Mr. Shaw's  
11 move was not part of a negotiated settlement,  
12 was it?  
13 A. No.  
14 Q. Is there a -- are you aware of a  
15 personnel action form signifying Ms. Litaker's  
16 move from principal at Trace Crossings to  
17 whatever role she was fulfilling at the central  
18 office in January of 2013?  
19 A. I don't recall one. You showed me  
20 one earlier, but I don't remember what that was  
21 -- that's okay. I don't think that was -- I  
22 think that was the one that when she took the  
23 job originally.

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1 Q. Right. The Crossroads position --  
2 who was the principal at Crossroads when you --  
3 when Ms. Litaker left?  
4 A. Anna Whitney.  
5 Q. And do you know what her educational  
6 background was?  
7 A. I don't.  
8 Q. Did she have a certificate in special  
9 education?  
10 A. You know, that sounds familiar, but I  
11 can't definitively say.  
12 Q. Who were the other administrative  
13 people at Crossroads at that time, and by  
14 administrative I'm using principal, assistant  
15 principals, those positions?  
16 A. She had a person, but I don't believe  
17 that would technically be considered  
18 administrative. So I don't think she had an  
19 assistant principal at the time.  
20 Q. Did you ever talk with Ms. Litaker  
21 about plans to realign the district?  
22 A. Whether realign the district or  
23 whether there would be organizational things

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1 considered, I mean, that was kind of an ongoing  
2 at least possibility. Specific in those terms,  
3 I don't recall whether they were stated in those  
4 terms but --  
5 Q. Did you ever tell Ms. Litaker that  
6 you were going to take care of her in these  
7 plans for any kind of realignment?  
8 A. I wanted her to be successful. I  
9 wanted her to have exposure to other roles. I  
10 wanted her to eventually land in a place that  
11 was rewarding to her and us as an organization.  
12 I mean, that was how I saw the path that we  
13 wanted to go down, whether that involved some  
14 sort of restructuring or it was a component of  
15 that or that was how -- that was what I wanted.  
16 MR. JENT: Give me two seconds, and I  
17 think I'm about through.  
18 (Whereupon, a brief recess was  
19 taken.)  
20 Q. Mr. Craig, you were aware that Ms.  
21 Litaker filed an EEOC charge, correct?  
22 A. Yes.  
23 Q. Did you help prepare a response to

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1 the EEOC to that charge?  
2 A. That really came through  
3 correspondence with HR and our attorney.  
4 Q. Ms. Veal?  
5 A. Yeah.  
6 MR. JENT: Okay. That's all I have.  
7 MS. YUENGERT: I've got a handful of  
8 questions.  
9 EXAMINATION  
10 BY MS. YUENGERT:  
11 Q. Mr. Craig, in the negotiated  
12 settlements with Mr. Shores and Mr. Propst, do  
13 you recall if there was a release of all legal  
14 claims in those negotiated settlements?  
15 A. I believe there was. I believe there  
16 was in both of those.  
17 Q. In your discussions with Bob Lawry  
18 that you related, did you ever tell Mr. Lawry  
19 that you were going to remove him from South  
20 Shades Crest?  
21 A. As principal?  
22 Q. Yes.  
23 A. No.



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1 Q. Did you ever notify him that you  
2 weren't going to renew his contract?  
3 A. No.  
4 Q. In November of 2012 when you made the  
5 decision to put Carol Barber in the principal  
6 job at Trace Crossings and remove Ms. Litaker to  
7 the central office, did you have a director  
8 position available at the central office at that  
9 time?  
10 A. No.  
11 Q. In January of 2013 when Ms. Litaker  
12 reports to the central office, did you have a  
13 director position available in the central  
14 office at that time?  
15 A. No.  
16 Q. Did you ever fill out any forms to  
17 transfer Ms. Litaker to Crossroads?  
18 A. No.  
19 Q. Did you ever intend to transfer her  
20 to Crossroads against her will?  
21 A. No.  
22 MS. YUENGERT: That's all I have.  
23 MR. JENT: A couple of questions.

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1 RE-EXAMINATION  
2 BY MR. JENT:  
3 Q. The planning director position that  
4 Chris Shaw was moving into, did that exist  
5 before Chris Shaw was moved into it?  
6 A. Not in exactness. There was an FITE.  
7 There was a former person in a role that I would  
8 say had components to those responsibilities,  
9 but, you know, going back looking at vacancies  
10 or responsibilities and capacities, there was  
11 what we call an FTE.  
12 Q. Okay. Who was in that -- who held  
13 some of those responsibilities before?  
14 A. Gary McVeigh did those things and  
15 probably several other things.  
16 Q. The landscaping, that type stuff?  
17 A. We had not -- we had not bid out  
18 full-fledged landscaping services, but he  
19 handled the bid process for grass cutting. But  
20 we were going to a different model. He was  
21 probably -- you're probably not interested in  
22 that, but there were similarities in the  
23 responsibilities.

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1 MR. JENT: That's all I have.  
2 MS. YUENGERT: I have one more.  
3 RE-EXAMINATION  
4 BY MS. YUENGERT:  
5 Q. You testified about the person who  
6 went into the Bumpus assistant principal job?  
7 MR. JENT: Quincy?  
8 Q. Collins, was that the name?  
9 A. I think so.  
10 Q. Okay. Do you know if the assistant  
11 principal job at Bumpus was ever posted?  
12 A. I would assume it was.  
13 Q. Do you know if the person who got it  
14 actually applied through the posting process?  
15 A. Yes.  
16 Q. Okay.  
17 MS. YUENGERT: That's all I have.  
18 MR. JENT: Nothing further.  
19 (Whereupon, deposition concluded at  
20 4:50 p.m.)  
21  
22 FURTHER DEPONENT SAITH NOT  
23

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1 C E R T I F I C A T E  
2  
3 STATE OF ALABAMA )  
4 JEFFERSON COUNTY )  
5  
6 I HEREBY CERTIFY that the above  
7 and foregoing transcript was taken down by me in  
8 stenotype, and the questions and answers thereto  
9 were transcribed by means of computer-aided  
10 transcription, and that the foregoing represents  
11 a true and correct transcript of the testimony  
12 given by said witness.  
13 I FURTHER CERTIFY that I am  
14 neither of counsel, nor of any relation to the  
15 parties to the action, nor am I anywise  
16 interested in the result of said cause.  
17  
18  
19 /s/Tanya D. Cornelius  
20 TANYA D. CORNELIUS  
21 CCR No. 378  
22 Notary Expires 9/13/18  
23

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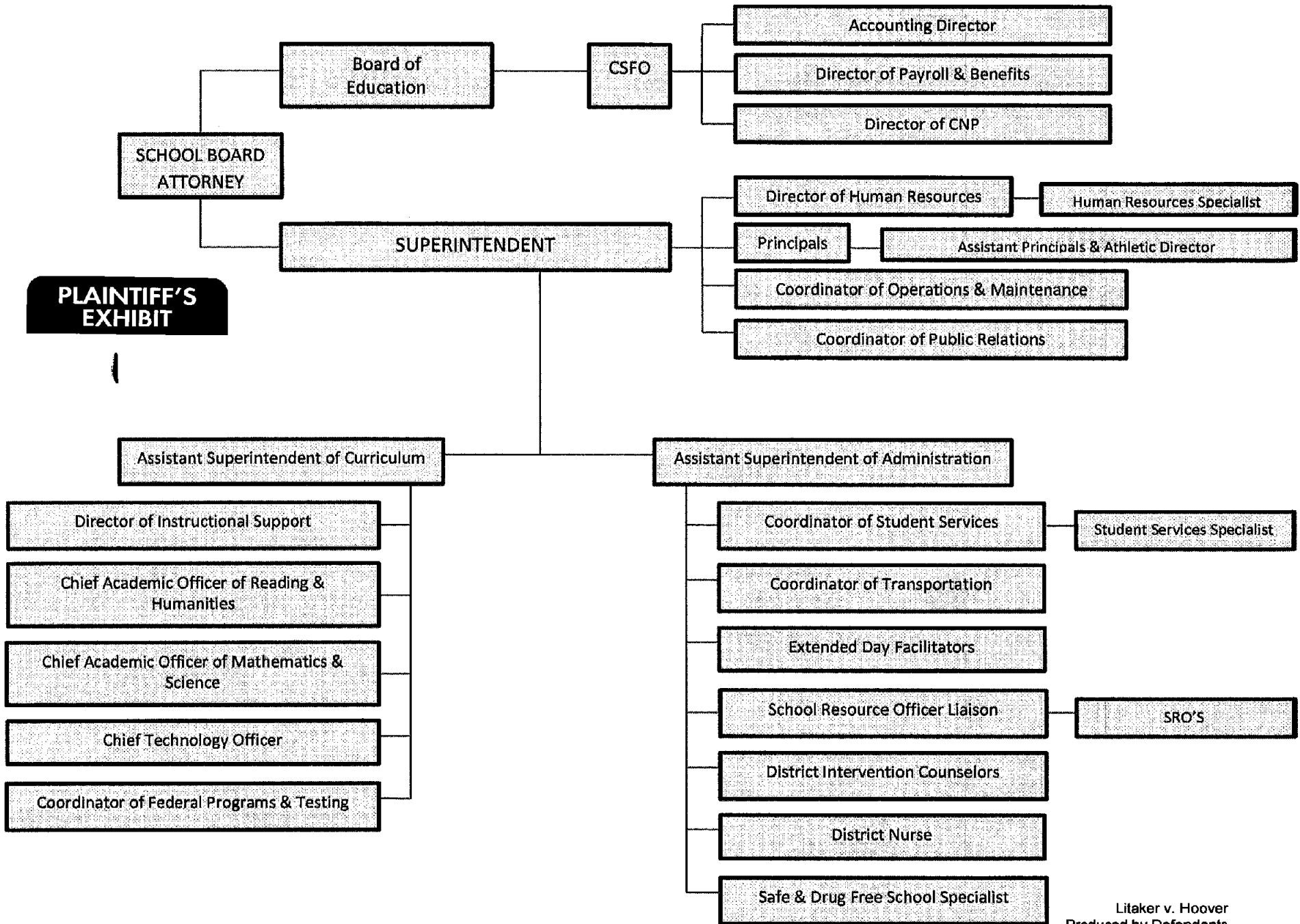
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# HOOVER CITY SCHOOLS ADMINISTRATIVE ORGANIZATIONAL CHART







**HOOVER  
CITY SCHOOLS**

2810 METROPOLITAN WAY  
HOOVER, ALABAMA 35243  
205-439-1000

Board of Education

A.W. Bolt  
Earl A. Cooper  
Donna C. Frazier  
Paulette R. Pearson  
William G. Veitch

Andy Craig  
Superintendent

May 26, 2010

Ms. Robin Litaker  
312 Gainswood Road  
Birmingham, AL 35209

Dear Ms. Litaker:

This is to notify you that the Hoover City Board of Education acknowledges your agreement to accept the transfer from Assistant Principal at Shades Mountain Elementary School to Principal at Trace Crossings Elementary School effective July 1, 2010. I believe that this arrangement will most effectively use your qualifications and be most beneficial to our students. If you have any questions about this action, please call me and I will be happy to discuss it with you.

Thank you for all your work for our school system and our students.

Sincerely,

Andy Craig  
Superintendent

cl

**PLAINTIFF'S  
EXHIBIT**

2

# HOOVER CITY SCHOOLS PERSONNEL RECOMMENDATION FORM

Office Use Only:

HR Secretary

☒ HRA☒ AESOP☒ Payroll

Employee Name Litaker Robin SS# Redacted DOB: \_\_\_\_\_  
(As shown on Social Security Card) Last First Middle

Street Address 312 Gainswood Road City Birmingham Zip 35209

Phone (H) 871-4331 (C) 283-3228 School or Department Shades Mountain

## Check applicable boxes:

☐ Has completed a Certified Online Application☐ Teacher is Highly Qualified (if applicable)☐ Has completed a Classified Application☐ References have been checked (list at bottom of page)

Employment Position \_\_\_\_\_ Subject/Grade \_\_\_\_\_

Effective Date \_\_\_\_\_ Replacing \_\_\_\_\_

\_\_\_\_\_ New Position \_\_\_\_\_ Transfer of Unit from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ One Year Only Appointment \_\_\_\_\_ Until End of Year Only Appointment

Resignation Position \_\_\_\_\_ Effective Date \_\_\_\_\_

• Attach letter of resignation from employee Reason \_\_\_\_\_

Termination Position \_\_\_\_\_ Effective Date \_\_\_\_\_

\_\_\_\_\_ Non-tenured \_\_\_\_\_ Tenured

Leave of Absence Position \_\_\_\_\_

Type of leave: Medical \_\_\_\_\_ Maternity \_\_\_\_\_ Other \_\_\_\_\_

Beginning date of leave \_\_\_\_\_ Ending date of leave \_\_\_\_\_

For medical leave attach employee letter and letter from doctor. For maternity leave attach employee letter and "Physician's Form to Accompany Request for Maternity Leave."

Long-Term Substitute Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

For \_\_\_\_\_ Position \_\_\_\_\_

✓ Transfer (Check appropriate boxes) Effective Date 7-1-10

☐ Within this school/department From \_\_\_\_\_ To \_\_\_\_\_

☒ To another school/department From AP At Shades Mountain  
(Position) (School/Department)

To Principal At Trace Crossings  
(Position) (School/Department)

☐ New Position ☐ Replacing Dot Riley pos. 26

Other \_\_\_\_\_ 2-1-14

Names of References Called/Date: \_\_\_\_\_

Recommendation Submitted By [Signature] Date May 17, 2010

Information in this box will be completed by Central Office personnel.

Notes \_\_\_\_\_

Payroll Information 7/31/10

Date of Approved Board Action \_\_\_\_\_

Approved by [Signature] Date 5-18-10 Produced by Hoover Board of Education

3

**PRINCIPAL EMPLOYMENT CONTRACT**

This Contract is made by and between the Hoover City Schools Board of Education located in the State of Alabama (hereinafter referred to as "the Board"), and **ROBIN LITAKER** (hereinafter referred to as "the Probationary Contract Principal").

Witnesseth: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 24<sup>th</sup> day of May, 2010, the Board hereby agrees to employ the Probationary Contract Principal, and the Probationary Contract Principal hereby agrees to accept such employment, subject to the following terms and conditions:

**Section 1. Term of Contract.** Pursuant to Section 3 of the Teacher Accountability Act, Probationary Contract Principal shall be employed as a probationary principal for the period stated as follows:

Beginning Date: July 1, 2010

Ending Date: June 30, 2012

The above-stated probationary term is hereby acknowledged, understood and mutually agreed upon by the Board and the Probationary Contract Principal.

**Section 2. Salary.**

(a) In consideration of an annual salary of \$88,000, for 12 months/260 days per year and of further agreements and consideration hereinafter stated, the Probationary Contract Principal agrees to use his best efforts to perform faithfully the duties of a Probationary Contract Principal for the Board and to abide by the rules, regulations and policies promulgated by the Board before or during the term of this Contract. The annual salary shall be increased by 1.5% for the second year ending June 30, 2012. The annual salary shall be paid in twelve equal installments.

(b) In any year in which the Alabama Legislature enacts a pay raise for all public school teachers, the Probationary Contract Principal's salary will increase in accordance with the terms of the legislation and any subsequent action taken by the Board in response to that legislation.

(c) Any upward adjustment in salary during the term of this contract shall not constitute a new contract or an extension of this contract.

### **Section 3. Renewal or Termination of Probationary Principal's Contract.**

(a) The Probationary Contract Principal's employment at the end of the probationary term may be extended for a period of not less than three years or terminated. The Board may terminate the Probationary Contract Principal's contract effective at the end of the probationary period for any reason or without a stated reason. The Probationary Contract Principal shall not be entitled to a hearing if the Probationary Contract Principal's employment is terminated at the end of the probationary term.

(b) Cancellation of Probationary Contract Before Completed Term: The Board may nonrenew or terminate this probationary contract without a hearing effective either at the end of the first probationary year or at the end of the second probationary year for any reason or without stated reason.

If the Board shall determine to terminate the Probationary Contract Principal prior to the end of the school year, the Probationary Contract Principal shall be entitled to a hearing in accordance with Ala. Code § 16-24B-3(a).

**Section 4. Professional Status.** The Probationary Contract Principal affirms that throughout the term of this Contract he or she will hold a valid and appropriate certificate to act as a Probationary Contract Principal of Schools in the State of Alabama.

**Section 5. Probationary Contract Principal's Duties.** The Probationary Contract Principal shall perform in a timely manner all duties delegated or assigned to the Probationary Contract Principal by federal, state, and local laws, policies, and regulations, by the Board, or by its Superintendent of Education (hereinafter referred to as "the Superintendent").

**Section 6. Transfer.** The Board, upon the written recommendation of the Superintendent, is authorized to transfer the Probationary Contract Principal without loss of salary to other administrative openings in the school system.

**Section 7. Evaluation.** The Probationary Contract Principal shall be evaluated annually according to the process defined by the State Board of Education. The Probationary Contract Principal agrees to participate in the evaluation process and to complete any professional development plan resulting from the evaluation process.

**Section 8. Benefits.** The Probationary Contract Principal shall receive all benefits of employment that the Board grants across the board to all other certificated employees.

**Section 9. Background Check.** Pursuant to state law and regulations, the Board is required to conduct a criminal background check on all new employees with unsupervised access to children. Failure to disclose a criminal conviction shall be considered a material breach of this contract.

**Section 10. Professional Liability.** The Board will include the principal as a covered person in the liability coverage obtained by the Board subject to the terms, limitations and exclusions of said coverage.

**Section 11. Amendment, Modification, or Waiver.** This Contract shall not be amended, modified, or waived except in writing authorized, agreed upon, and executed by the Probationary Contract Principal and the Board, upon the written recommendation of the Superintendent.

**Section 12. Severability.** If during the term of this Contract it is found that part of the Contract is illegal and must be severed from the Contract, the remainder of the Contract



shall remain in force, unless the severance causes the remainder of the Contract to fail in its essential purpose.

**Section 13. Choice of Law.** This Contract shall be construed and enforced by the substantive laws of the State of Alabama.

**Section 14. Interpretation of Agreement.** No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or being deemed to have, structured, dictated, or drafted that provision.

**Section 15. Headings.** The section headings in this Contract are entirely editorial, and in no way substantive. They do not create, enlarge, or diminish the rights and duties of the parties to this Contract.

**Section 16. Other Agreements or Understandings.** Provisions of this Contract, and any changes made pursuant to Section 12, above, supercede any previous agreements or understandings between the parties - whether oral or in writing - and will control in the event of a conflict with any other agreement or understanding that the parties may enter in to.

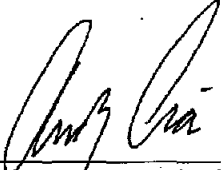
**Section 17. Counterparts.** This Contract may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.

**Section 18. Advice of Counsel.** The parties to this Contract represent that they have signed it (1) after ample, full, and mature deliberation, (2) with full authority to do so, (3) after having read the contract and had the opportunity to freely discuss it with counsel and any other advisor of each party's choice, and (4) that they are signing it voluntarily and fully aware of its contents and meaning.

**Section 19. Effective Date.** The effective date of this Contract is July 1, 2010.

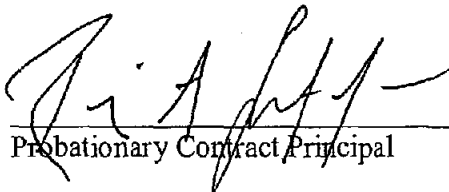
In witness whereof, the parties have executed this Contract on the date indicated below.

Executed by the Board this 24<sup>th</sup> day of May 2010.



\_\_\_\_\_  
Superintendent of Education

Executed by the Probationary Contract Principal this 24<sup>th</sup> day of May 2010.



\_\_\_\_\_  
Probationary Contract Principal

**PLAINTIFF'S  
EXHIBIT**

**PRINCIPAL EMPLOYMENT CONTRACT**

4

This Contract is made by and between the Hoover City Board of Education located in the State of Alabama (hereinafter referred to as "the Board"), and **ROBIN LITAKER** (hereinafter referred to as "the Contract Principal").

Witnesseth: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 18th day of June 2012, the Board hereby agrees to employ the Contract Principal, and the Contract Principal hereby agrees to accept such employment, subject to the following terms and conditions:

**Section 1: Term of Contract.** Pursuant to Ala. Code § 16-24B-3(a) Contract Principal, Contract Principal shall be employed for a three-year period on the condition that Contract Principal is certified for the position as required by Ala. Code § 16-24B-2(2). The three-year period of employment shall begin on July 1, 2012 and end June 30, 2015.

**Section 2. Salary.**

(a) In consideration of an annual salary of \$94,000 for 12 months/260 days per year and of further agreements and consideration hereinafter stated, the Contract Principal agrees to use her best efforts to perform faithfully the duties of a Contract Principal for the Board and to abide by the rules, regulations and policies promulgated by the Board before or during the term of this Contract. The annual salary shall be increased by 1.5% for each of the two subsequent years of this contract. The annual salary shall be paid in twelve equal installments.

(b) In any year in which the Alabama Legislature enacts a pay raise for all public school teachers, the Contract Principal's salary will increase in accordance with the terms of the legislation and any subsequent action taken by the Board in response to that legislation.

(c) Any upward adjustment in salary during the term of this contract shall not constitute a new contract or an extension of this contract.

**Section 3. Professional Status.** The Contract Principal affirms that throughout the term of this Contract she will hold a valid and appropriate certificate to act as a Contract Principal of Schools in the State of Alabama.

**Section 4. Contract Principal's Duties.** The Contract Principal shall perform in a timely manner all duties delegated or assigned to the Contract Principal by federal, state, and local laws, policies, and regulations, by the Board, or by its Superintendent of Education (hereinafter referred to as "the Superintendent").

**Section 5. Transfer.** The Board, upon the written recommendation of the Superintendent, is authorized to transfer the Contract Principal without loss of salary to any other administrative position in the school system.

**Section 6. Cancellation.**

The Board, in accordance with Ala. Code § 16-24B-3, may cancel the Employment Contract:

(a) During the three-year contract term, the contract may be cancelled for: (1) immorality, (2) insubordination, (3) neglect of duty, (4) conviction of a felony or crime involving moral turpitude, (5) failure to fulfill the Contract Principal's duties as defined by law, (6) willful failure to comply with Board policy, (7) justifiable decrease in the number of positions due to decreased enrollment or decrease in funding, (8) failure to maintain a current certificate, and (9) failure to perform duties in a satisfactory manner, (10) incompetency, or (11) other good and just cause. At the end of the three-year contract term, the Superintendent and Board may choose not to offer a new, renewed or extended contract to the Contract Principal, by

a vote made at least 90 days before the end of the three-year contract term. The recommendation of the Superintendent shall be written notice of the decision of the Superintendent and shall contain the reason for his decision to non-renew. The decision may be based on any reason except personal or political reasons. No hearing shall be required by the Board if such non-renewal occurs.

(b) Cancellation of this contract shall be in accordance with the Teacher Accountability Act, Ala. Code § 16-24B-1, *et seq.* A copy of the Teacher Accountability Act is attached to this contract as Appendix A.

(c) The Contract Principal shall give the Superintendent 90 days written notice of his intent to cancel this Contract. Notice shall be served by certified mail, return receipt requested, or by personal service, and by no other means.

#### **Section 7. Contract Non-Renewal.**

(a) The Contract Principal shall give the Superintendent at least 90 days' written notice of his intent not to seek renewal of the contract. Notice shall be served by certified mail, return receipt requested, or by personal service.

(b) Should the Board and Contract Principal agree to renew the contract but fail to execute a new contract prior to the expiration of the current contract, the terms and agreements herein shall continue to bind the parties until such time as a new contract can be executed.

(c) If the Contract Principal contends that the Board's decision not to renew her contract was made for personal or political reasons, and appeals the decision to non-renew, the losing party to that appeal shall be liable for the prevailing party's attorney's fees, costs, and expenses for the appeal, including the cost of the mediator.



**Section 8. Evaluation.** The Contract Principal shall be evaluated annually according to the process defined by the State Board of Education. The Contract Principal agrees to participate in the evaluation process and to complete any professional development plan resulting from the evaluation process. The failure of the Superintendent to ensure the Contract Principal is evaluated shall result in a one-year extension of this contract, for no more than a total of three years.

**Section 9. Benefits.** The Contract Principal shall receive all benefits of employment that the Board grants across the board to all other certificated employees.

**Section 10. Background Check.** Pursuant to state law and regulations, the Board is required to conduct a criminal background check on all new employees with unsupervised access to children. Failure to disclose a criminal conviction shall be considered a material breach of this contract.

**Section 11. Professional Liability.** The Board will include the principal as a covered person in the liability coverage obtained by the Board subject to the terms, limitations and exclusions of said coverage.

**Section 12. Amendment, Modification, or Waiver.** This Contract shall not be amended, modified, or waived except in writing authorized, agreed upon, and executed by the Contract Principal and the Board, upon the written recommendation of the Superintendent.

**Section 13. Severability.** If during the term of this Contract it is found that part of the Contract is illegal and must be severed from the Contract, the remainder of the Contract shall remain in force, unless the severance causes the remainder of the Contract to fail in its essential purpose.

**Section 14. Choice of Law.** This Contract shall be construed and enforced by the substantive laws of the State of Alabama.

**Section 15. Interpretation of Agreement.** No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or being deemed to have, structured, dictated, or drafted that provision.

**Section 16. Headings.** The section headings in this Contract are entirely editorial, and in no way substantive. They do not create, enlarge, or diminish the rights and duties of the parties to this Contract.

**Section 17. Other Agreements or Understandings.** Provisions of this Contract, and any changes made pursuant to Section 12, above, supersede any previous agreements or understandings between the parties - whether oral or in writing - and will control in the event of a conflict with any other agreement or understanding that the parties may enter in to.


**Section 18. Counterparts.** This Contract may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.

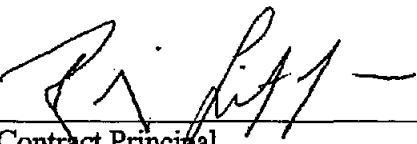
**Section 19. Advice of Counsel.** The parties to this Contract represent that they have signed it (1) after ample, full, and mature deliberation, (2) with full authority to do so, (3) after having read the contract and had the opportunity to freely discuss it with counsel and any other advisor of each party's choice, and (4) that they are signing it voluntarily and fully aware of its contents and meaning.

**Section 20. Effective Date.** The effective date of this Contract shall be July 1, 2012.

In witness whereof, the parties have executed this Contract on the date indicated below.

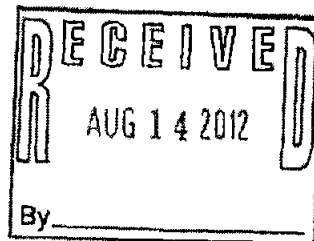
Executed by the Board this 18<sup>th</sup> day of June 2012.

  
\_\_\_\_\_  
Superintendent of Education

  
\_\_\_\_\_  
Contract Principal

PLAINTIFF'S  
EXHIBIT

5



August 10, 2012

Dear Dr. Barber,

This letter is being sent in hopes that you can have a glimpse of the concerns felt by many of the classroom teachers at Trace Crossings Elementary School regarding our principal. First we would like to say that we truly hold no personal animosity toward Ms. Litaker. We feel her overall intentions are good but she is often misguided in how she approaches her leadership role in an elementary school. We will lay out our concerns in a series of bullet points in an attempt to highlight our concerns.

- Ms. Litaker consistently maintains a pessimistic attitude about our school and teachers. She has told us since she arrived that we are a broken school and she was hired to "fix" us. She has also told us since day one that we were not going to make AYP goals. We guess this past year she got her wish. Please note this has happened under her watch and is partially due to some of her decisions with regards to instructional mandates and making the best use of staffing.
- Ms. Litaker has never worked in the role of a classroom teacher. She does not know the day to day dynamics and challenges of the classroom. She often circumvents the expertise of excellent teachers with no practical knowledge of the effects it has on both the students' performance and the creativity and passion with which good teachers teach.
- Ms. Litaker does a very poor job of communicating information to the faculty. She may tell a few people the same information four times and some people never get the word. Then, she gets angry at the people who never got the word. Communication is key to running a school smoothly. We often get information at the last minute which causes frustration.
- Ms. Litaker has taken away valuable preparation time from classroom teachers. Classroom teachers now have three days (instead of four) when their students are out of the classroom for one hour for their PE and either music, art, or library. During one of those days teachers have their team meeting during that hour. We might have time left at the end of that meeting to go to the bathroom before we pick up our students. That leaves us two days with an hour. While we prepare during this time we also drop notes off up front, meet with the bookkeeper, communicate with parents, etc. This leaves us with two days of the week when we only have 30 minutes while the students are in PE. Ms. Litaker's explanation for taking this preparation time away was that because we lost fifth grade music, library, and art, had less time to see students. (?????) By the way, no classroom teacher has one of their hour long preparation times on Friday because music, library, and art do not see classes on Friday!!!! Classroom teachers were told it was none of our business why music, library, and art do not see classes on Friday. They have Friday every week to do special projects, start clubs, and prepare for the next week, while classroom teachers get 30 minutes!!!! Does this make sense? Of all days classroom teachers need one of the hour long planning days to be Friday to assess where they have gotten to in the current week and to begin to get ready for the next week. It takes more planning and

preparation time for a classroom teacher than any other teacher in the school. We have checked with nearby Hoover elementary schools and these schedule issues are not in place. Again, this is an example of a school leader who does not understand the vital role of the classroom teacher. This one issue alone has made loyal and dedicated teachers feel resentful and undervalued.

- Placement-Ms. Litaker instituted a student placement policy which has led to unbalanced classrooms. In the past grade level teams have worked hard to create balanced classes with no next year teacher names attached to the classes. Then once the teacher names are known slight adjustments might have to be made on a couple of students. This part was always done by the principal so that the teacher was out of the position of placing a student in a certain teacher's class. Currently, Ms. Litaker has grade level teams meet and place each child from their room into a named teacher's class for next year. We are told to "go with our gut" about who the child should have as their teacher for the upcoming year. This puts the teacher in a very awkward position on many levels. For one we do not see other teachers teach. What has been happening in many cases is that some teachers are either lobbying for certain students or teacher friends are making sure not to put their challenging students in their friend's class the next year. This leads to the teachers who are not lobbying for students to often be overburdened by the more challenging students. It has been very upsetting to see this practice but it is a natural outgrowth of the placement policy set forth by Ms. Litaker.

We send this letter as a last resort. We have tried to honor the changes (and there are more of concern) made by Ms. Litaker but feel that many of the attitudes and policies mention above are not going to change unless heard by someone of your stature and experience. At the last faculty meeting of this past year Ms. Litaker told everyone that if we were not on board that we could leave. How is that for a great send off for the end of the year? What we are afraid she will find is that many of us who love Trace Crossings and the students we serve will take her up on her invitation. It will not be the teachers she might want to get rid of but the hardworking, child-centered teachers she will wish she had valued.

We would love the opportunity to speak with you personally about our concerns but do not know how to go about it without feeling our school leadership will make it more difficult at work. If you have a way to make this happen we would welcome that chance.

Thank you,  
Several Concerned Trace Crossings Teachers



**Litaker, Robin**

**From:** Barber, Carol  
**Sent:** Friday, November 16, 2012 3:55 PM  
**To:** Antee, Cathy; Anthony, Carissa; Barber, Carol; Bonner, Melinda; Bradford, Janice; Brandon, Wendy; Branham, Alyssa; Camp, Deborah; Craig, Andy; Dodson, Ron; Dover, Matt; Fields, Connie; Fitzgerald, Patty; Franklin, Pam; Gaston, Jason; Goodwin, Linda; Haralson, Sandra; Lanzi, Carolyn; Lewis, Tina; Mabry, Sabrina; Marshall, Steve; Mayer, Barbara; McCall, Sharon; McCay, Michele; Meadows, Teresa; Phillips, Bryan; Polk, Leslie; Porteous, Kathy; Riney, Chris; Shaw, Chris; Smith, Debra; Smith, Wayne; Veal, Mary; White, Louise; Williams, Kristi; Wood, Susan; Yancey, Lisa; Baggett, Dianne; Black, Maurine; Carrington, Sonia; Fancher, David; Feltham, Juli; Gurosky, Linda; Lawry, Bob; Litaker, Robin; Mitchell, Scott; Richardson, Wayne; Singer, Jeff; White, Kimberly; Cain, Brian; Maddox, Tamala; Robbins, Chris; Wheaton, Kathy; Hulin, Don; Jamagin, Kenneth; Smith, Terry; Whitney, Anna; Gregory, Amy; Lamar, Terry; Paiml, Kathy; Pate, Kerry; Scholl, Kara; Stone, Amanda; Torbert, Roger; Turney, Alice; Uswatte, Dil; Weems, Ami; Burke, Donna; Erwin, Kevin; Kneisley, Margaret; Litten, Paul; Perinka, Lisa; Butler, Charles; Giangrosso, Larry; Greene, Melody; Hill, Murry; Hogan, Jennifer; Kellogg, Patrick; Long, Kathey; Montgomery, John; Sutherland, Holly  
**Subject:** FW: Information

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Happy Thanksgiving!

Carol Barber  
 Assistant Superintendent  
 Hoover City Schools  
 2810 Metropolitan Way  
 Hoover, AL 35243  
 205, 439-1015  
[cbarber@hoover.k12.al.us](mailto:cbarber@hoover.k12.al.us)

**PLAINTIFF'S  
 EXHIBIT**

**DEFENDANT'S  
 EXHIBIT**

*1 R. Litaker*

**Litaker, Robin**

**From:** Barber, Carol  
**Sent:** Friday, November 16, 2012 3:55 PM  
**To:** Antee, Cathy; Anthony, Carissa; Barber, Carol; Bonner, Melinda; Bradford, Janice; Brandon, Wendy; Branham, Alyssa; Camp, Deborah; Craig, Andy; Dodson, Ron; Dover, Matt; Fields, Connie; Fitzgerald, Patty; Franklin, Pam; Gaston, Jason; Goodwin, Linda; Haralson, Sandra; Lanzi, Carolyn; Lewis, Tina; Mabry, Sabrina; Marshall, Steve; Mayer, Barbara; McCall, Sharon; McCay, Michele; Meadows, Teresa; Phillips, Bryan; Polk, Lesli; Porteous, Kathy; Riney, Chris; Shaw, Chris; Smith, Debra; Smith, Wayne; Veal, Mary; White, Louise; Williams, Kristi; Wood, Susan; Yancey, Lisa; Baggett, Dianne; Black, Maurine; Carrington, Sonia; Fancher, David; Feltham, Juli; Gurosky, Linda; Lawry, Bob; Litaker, Robin; Mitchell, Scott; Richardson, Wayne; Singer, Jeff; White, Kimberly; Cain, Brian; Maddox, Tamala; Robbins, Chris; Wheaton, Kathy; Hulin, Don; Jamagin, Kenneth; Smith, Terry; Whitney, Anna; Gregory, Amy; Lamar, Terry; Paiml, Kathy; Pate, Kerry; Scholl, Kara; Stone, Amanda; Torbert, Roger; Turney, Alice; Uswatte, Dil; Weems, Ami; Burke, Donna; Erwin, Kevin; Kneisley, Margaret; Litten, Paul; Perinka, Lisa; Butler, Charles; Giangrosso, Larry; Greene, Melody; Hill, Murry; Hogan, Jennifer; Kellogg, Patrick; Long, Kathy; Montgomery, John; Sutherland, Holly  
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1 R.Litaker

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Subject: [No Subject]  
 From: Deborah Camp (wareagle4445@yahoo.com)  
 To: robinlitaker@yahoo.com;  
 Date: Monday, November 19, 2012 12:48 PM

*2nd Email  
I am not  
in the  
distribution  
list*

From: "Barber, Carol" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3acbarber%40hoover.k12.al.us>>  
 Date: November 18, 2012, 4:24:21 PM CST  
 To: "Fancher, David" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3aDFancher%40hoover.k12.al.us>>, "Richardson, Wayne" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3awrichardson%40hoover.k12.al.us>>, "Black, Maurine" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3amblack%40hoover.k12.al.us>>, "White, Louise" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3alwhite%40hoover.k12.al.us>>, "Singer, Jeff" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3ajsinger%40hoover.k12.al.us>>, "Baggett, Dianne" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3adbaggett%40hoover.k12.al.us>>, "Carrington, Sonia" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3ascarrington%40hoover.k12.al.us>>, "Lawry, Bob" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3ablawry%40hoover.k12.al.us>>, "Feltham, Juli" <<http://us-mg6.mail.yahoo.com/neo/redis.aspx?C=f9e1f3332ebc48ab8be7927a7dad5551&URL=mailto%3aifeltham%40hoover.k12.al.us>>  
 Subject: Changes.....

Beginning Nov. 26, I will officially become a member of the elementary administrative team. Just needed to share a bit more than what I felt comfortable putting in the email last Friday afternoon.....

I am moving to TC as Robin transitions to another district administrative position. Robin did an outstanding job at TC—she is not being moved for lack of effort, poor job performance, or any of the common reasons one normally sees for making a principal move in the middle of a school year. Robin did exactly what we asked her to do—to hold teachers and staff at TC accountable for high standards related to their job performance. As Robin unraveled the layers and layers of "issues," feathers were ruffled; feelings were hurt; people started arguing (oftentimes among themselves); lots of backstabbing and throwing of people under the bus; in a nutshell—extremely low morale, poor climate and negative culture. Once respect and trust are lost, it becomes a lost battle. When the "good" teachers began to complain (they were

**DEFENDANT'S  
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*2 R Litaker*

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threatening to leave due to the lack of trust and respect) it became apparent that we had to make some type of change. It was NOT fair to Robin to have her to continue to work 24/7 and for it to be for naught! Neither was it fair to the kids. When teachers spend more time "fussing" then they do planning for their classroom, it will ultimately negatively impact student learning.

Robin is taking this week to be with her family, and plans to take the rest of the time between this Thanksgiving break and winter break to work on her dissertation. This is healthy for her—when she returns after the winter break, we will look at several administrative positions that will be available for her to assume.

I am excited about the opportunity to join the ranks of elementary administration. I am going to need lots and lots of help.....things have changed dramatically since I have been principal and OMS—the curriculum!!!! I know good teaching and know how to organize curriculum—what I don't have first-hand knowledge about is the current programs. It will be a steep learning curve for me and yes, please be patient when I call for help!!! You may receive some very elementary questions.....

My first challenge will be to try to restore some aspect of positive climate/culture to this school. That is primary challenge number 1. Robin will be helping me to get a handle on the day-to-day operation stuff here at TC. There are no plans to change direction or even to change practices/procedures Robin implemented. After about a month with CB, they may very well all be wishing they had Robin back!

Hope this helps to clarify what is going on! Not easy to communicate via email but I am leaving town for the next week and no time to get together as a group. I really am looking forward to working with all of you as a fellow "justice league" member (where do I get the t-shirt?!)

Have a great Thanksgiving!!!!

FW: Information

Barber, Carol

Sent:

Friday, November 16, 2012 3:54 PM

To:

M

Antee, Cathy; Anthony, Carissa; Barber, Carol; Bonner, Melinda; Bradford, Janice; Brandon, Wendy; Branham, Alyssa; Camp, Deborah; Craig, Andy; Dodson, Ron; Dover, Matt; Fields, Connie; Fitzgerald, Patty; Franklin, Pam; Gaston, Jason; Goodwin, Linda; Haralson, Sandra; Lanzi, Carolyn; Lewis, Tina; Mabry, Sabrina; Marshall, Steve; Mayer, Barbara; McCall, Sharon; McCay, Michele; Meadows, Teresa; Phillips, Bryan; Polk, Lesli; Porteous, Kathy; Riney, Chris; Shaw, Chris; Smith, Debra; Smith, Wayne; Veal, Mary; White, Louise; Williams, Kristi; Wood, Susan; Yancey, Lisa; Baggett, Dianne; Black, Maurine; Carrington, Sonia; Fancher, David; Feltham, Juli; Gurosky, Linda; Lawry, Bob; Litaker, Robin; Mitchell, Scott; Richardson, Wayne; Singer, Jeff; White, Kimberly; Cain, Brian; Maddox, Tamala; Robbins, Chris; Wheaton, Kathy; Hulin, Don; Jarnagin, Kenneth; Smith, Terry; Whitney, Anna; Gregory, Amy; Lamar, Terry; Paiml, Kathy; Pate, Kerry; Scholl, Kara; Stone, Amanda; Torbert, Roger; Turney, Alice; Uswatte, Dil; Weems, Ami; Burke, Donna; Erwin, Kevin; Kneisley, Margaret; Litten,

First Email  
to Adm. with  
me on  
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Paul; Perinka, Lisa; Butler, Charles; Giangrosso, Larry; Greene, Melody; Hill, Murry; Hogan, Jennifer; Kellogg, Patrick; Long, Kathey; Montgomery, John; Sutherland, Holly

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I will not be in B'ham over the Thanksgiving break (family trip) but will be available via email or phone should you have any reason to contact me. I hope everyone has a happy Thanksgiving—spend time with family and above all, join me in giving thanks for our numerous blessings! We are so fortunate!!

Happy Thanksgiving!

Carol Barber  
Assistant Superintendent  
Hoover City Schools  
2810 Metropolitan Way  
Hoover, AL 35243  
205, 439-1015  
[cbarber@hoover.k12.al.us](mailto:cbarber@hoover.k12.al.us)



**From:** Andy Craig [acraig0140@gmail.com]

**Sent:** Tuesday, November 20, 2012 11:09 PM

**To:** Litaker, Robin

**Cc:** Barber, Carol

**Subject:** Re: changes at Trace Crossings

Just reading your emails. They went to my gmail account and I don't often check. I am confused as well. We can talk tomorrow.

Sent from my iPhone

On Nov 20, 2012, at 10:18 PM, "Litaker, Robin" <[rlitaker@hoover.k12.al.us](mailto:rlitaker@hoover.k12.al.us)> wrote:

I am very upset about the way I am being portrayed in the paper. It looks like I allowed fighting between teachers and I did not... It looks like I did not have control of the building... and I did... The good teachers in the school were not going to leave. I brought them to the school. I have worked hard for 31 years to have my career ruined .... By teachers that want things the way they were before I arrived. I am still very confused by the way I have been treated....

Please excuse typing errors - information sent from my iPhone

On Nov 20, 2012, at 4:36 PM, "Barber, Carol" <[cbarber@hoover.k12.al.us](mailto:cbarber@hoover.k12.al.us)> wrote:

He sent me the same message. I going to call him in the AM, I would not respond if I were you.

Sent from my iPhone

On Nov 20, 2012, at 4:33 PM, "Litaker, Robin" <[rlitaker@hoover.k12.al.us](mailto:rlitaker@hoover.k12.al.us)> wrote:

Please tell me what to do. I will not answer him until I am told what to say

Please excuse typing errors - information sent from my iPhone

Begin forwarded message:

**From:** Jon Anderson <[JAnderson@al.com](mailto:JAnderson@al.com)>  
**Date:** November 20, 2012, 4:11:19 PM CST  
**To:** "[rlitaker@hoover.k12.al.us](mailto:rlitaker@hoover.k12.al.us)"  
<[rlitaker@hoover.k12.al.us](mailto:rlitaker@hoover.k12.al.us)>  
**Subject:** changes at Trace Crossings

Ms. Litaker:

This is Jon Anderson with [al.com](http://al.com) and The Birmingham News. I hope you are doing OK. I need to talk with you regarding the administrative changes taking place at Trace Crossings. If you could please give me a call, I would very much appreciate it. I'm working on a story today and would like very much to talk with you. My number is below. Thanks.  
Jon

**Jon Anderson**  
Reporter, Community  
phone +1 205.325.3258  
email [JAnderson@al.com](mailto:JAnderson@al.com)  
address 2201 4th Ave. North, Birmingham, AL 35203  
[www.al.com](http://www.al.com)

<image001.png>

<image002.png>

AEA rep for Hoover schools pleased with reassignment of Trace Crossings Elementary Pr... Page 1 of 2



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EXHIBIT

9

## AEA rep for Hoover schools pleased with reassignment of Trace Crossings Elementary Principal Robin Litaker

Jon Anderson | [janderson@al.com](mailto:janderson@al.com) By Jon Anderson | [janderson@al.com](mailto:janderson@al.com)

Email the author | Follow on Twitter

on November 26, 2012 at 4:09 PM, updated November 26, 2012 at 7:26 PM



Trace Crossings Elementary School Principal Robin Litaker is being reassigned to an undetermined administrative post in the Hoover school system in Hoover, Ala. (The Birmingham News/Beverly Taylor)

HOOVER, Alabama - The Alabama Education Association representative for teachers in Hoover schools said today she is pleased with the school system's decision to reassign the principal at Trace Crossings Elementary School due to unrest among faculty there.

Today was the first day with Assistant Superintendent Carol Barber stepping in to serve as principal at Trace Crossings.

Robin Litaker, who has served as principal there for 2 ½ years, is taking professional leave between now and January to work on her dissertation and will be reassigned to another administrative post when she returns, Barber said in a Nov. 16 email to staff.

Barber, in a separate email to elementary school principals, said Litaker had done an outstanding job, but in trying to hold people accountable for high standards, had ruffled feathers and hurt people's feelings, leading to low morale, a poor climate and negative culture at the school.

Dana Clement, the AEA representative for the Hoover, Homewood, Mountain Brook and Vestavia Hills school districts, said she had been hearing concerns about Litaker from Trace Crossings faculty for some time.

"There has been a lot of unrest at that school for an ongoing period of time. It had reached a point where faculty members and staff were grasping for help," Clement said. "They felt it was an environment of disrespect, of bullying, which is totally inappropriate for a school of any age, but especially an elementary school in Hoover."

Teachers were crying and coming to school physically ill because of the mental stress they were facing, Clement said.

AEA rep for Hoover schools pleased with reassignment of Trace Crossings Elementary Pr... Page 2 of 2

"You had an administrator who was not able to manage the faculty as a productive leader, and she was lashing out in every possible way," Clement said. "You can't have quality learning in a school if the morale of faculty and staff is so low that it affects the environment."

Clement said she is pleased central office administrators listened to the concerns of the faculty and staff and took action. "It had reached a boiling point, and something had to be done," she said.



Carol Barber, assistant superintendent for Hoover City Schools, stepped in to take over as principal at Trace Crossings Elementary School on Monday, Nov. 26, 2012.

Barber is a very experienced educator and hopefully can get the school going in the right direction, Clement said.

"You've got a good group of educators, and they're going to take this and make the best of the situation," she said.

Efforts to reach Litaker and Barber for comment were unsuccessful.

To see more news from Hoover, go to [www.al.com/hover](http://www.al.com/hover)

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*Personnel file*

November 27, 2012

Dear Mr. Craig:

I am a parent at Trace Crossings School that wanted to have my thoughts regarding Ms. Robin Litaker on permanent record with Central Office, as well as Hoover City Schools. This letter will not bash or question the decision that was made. Conversely, the purpose of this letter is to sing the praises of Ms. Litaker- Robin- while she was Principal at Trace.

Over her tenure at Trace Crossings School, I developed both a personal and professional relationship with her. We worked closely together while I was President-Elect, President, and Recording Secretary of the PTO while she was at Trace- and we became friends during this time. Further, I worked with her, as well as yourself, on our Campus Master Plan (revamping of the playground). As I am sure you are aware, she championed this initiative as it directly affected all the students of Trace. On a couple of occasions she told me that the new playground was one of her proudest accomplishments.

And that is exactly what Robin did during her tenure- champion for the kids and put the kids first. That is what made her such a special principal. She has always maintained that Trace was her home and she was so excited to return home when she assumed the principal role. Robin took on all the challenges *and* challengers and did all that she could to make the best of an unfair and uncomfortable situation. In my opinion, she did her job to the very best of her ability. We, the parents, were aware that she faced challenges from Day One at Trace; but she did not cower or hide from those challenges. Instead she persevered and always did what she believed was best for the students... regardless of any possible backlash. That is why both parents AND kids loved her.

This love, and our loyalty to Robin, is what has made this whole situation tough on the parents and children of Trace. I can tell you that students who have been told of her departure have shed tears; and parents have too. We loved and will continue to love Robin. As you are aware, she had the FULL support of parents. Her open-door policy, her approachability and loving heart endeared everyone to her. And it is so very unfortunate that circumstances beyond her and our control have caused these unfortunate events.

In closing, Robin is an awesome administrator and any school will be extremely fortunate to have her on their team. I just wish she could have remained on the Trace Team. Trace is facing an inordinate number of issues, and she would have been the first in line taking each one on with a smile and optimism. Trace will miss her... I will miss her... my daughters will miss her... and all other parents and students will miss her.

Regards,

Beth Ransom

**PLAINTIFF'S  
EXHIBIT**

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cc: Mrs. Carol Barber  
cc: Ms. Robin Litaker



**Subject:** Fwd: Questions  
**From:** Litaker, Robin (rlitaker@hoover.k12.al.us)  
**To:** robinlitaker@yahoo.com;  
**Date:** Tuesday, January 1, 2013 10:24 PM

**PLAINTIFF'S  
EXHIBIT**

Please excuse typing errors - information sent from my iPhone

Begin forwarded message:

**From:** "Craig, Andy" <acraig@hoover.k12.al.us>  
**Date:** January 1, 2013, 9:00:35 PM CST  
**To:** "Litaker, Robin" <rlitaker@hoover.k12.al.us>  
**Subject:** RE: Questions

Robin,

At this point, report to Central Office. I will see you tomorrow.

Andy

---

**From:** Litaker, Robin  
**Sent:** Sunday, December 30, 2012 8:44 AM  
**To:** Craig, Andy  
**Cc:** robinlitaker@yahoo.com  
**Subject:** Questions

Andy,  
I hope you have had a nice holiday. I have a couple of questions.

1. Does the information we received from the state department give us grounds for asking that our AYP status and the test scores themselves be negated if the rest of the grade-level did not complete the test? I have said from the beginning that I felt something was wrong. I have always monitored instruction very closely and data.... I knew what our children were capable of showing and I knew/ know what the teachers at Trace are doing. I estimated correctly the 3rd grade score... I knew the 4th graders were struggling.... they scored in the 70's the year before.... and 12 of the score level - 3's and 4's had withdrawn.... anyway... I could go on about that but I won't.... I feel that this has been a total embarrassment to our school system, the Trace Crossings Community, to you and to me.... That is why I keep pushing for something to be done.... I do know that others do not believe as I do.... I am not just looking at data in a quantitative way.... I am also looking at it in a qualitative way... I knew what the expected outcome should have been....

2. I will be at work on January 2nd.... I just need to know where to go.... I would love to assist with some of the things that we had talked about.... Maybe even an "Environmental Scan" for Elementary Schools....this is typically done in business before planning strategically.... This would help us realize where we all are in all aspects.... Including instruction at the elementary level....

3. I have thought a lot about what happened.... I am typically not a selfish person... but I have to worry about my reputation... I have been in education for 32 years.... I have brought nothing but positive accolades to the Hoover City School System.... When you mention Hoover in Education Circles in this state.... my name will come up.... that newspaper article has damaged my reputation and potentially will ruin my career.... now when I Google my name.... I don't see the good things that I have accomplished.... I just see those two articles.... There was not anarchy in the hallways.... The good teachers were not going to leave.... My only argument was that I was never told or questioned about the situation. No one at Central Office is fully aware of who the "good teachers" are.... I will use a coaching analogy.... Just because you are a good player that doesn't make you a good/productive team member of a team.

I do feel that the instructional problems at Trace Crossings had turned a corner.... The math data is looking very good.... The SMI data is end of the year expectations.... Many people don't realize/understand that and just look at the numbers of students that have not reached "accomplished" .... At the beginning of the year our data looked comparable to the other Hoover Schools.... I still feel that the problem is rooted in teacher's inability to plan properly..... They don't know how to plan..... Simply showing them data does not fix the problem.... They have to understand how to plan and how to differentiate their planning.... That was my focus and that was why the need to have Tami Puchta and Gayle Morrison at Trace was so urgent..... They have the most expertise in our system.... They along with many others came to Trace because I was the Principal....

I brought many good things to that school.... I also fixed problems that you may not even know about.... There was not one department/area in that school that did not have to be "overhauled".... (In addition to the "mess" I inherited with the preschool program.) I believe that the school had truly turned the corner.... the shift in demographics is a reason why the improvements in instruction did not show-up.... There was still a lot of work to do.... The children on the "higher end" were not performing as they should.... That was why I asked for the Intervention/problem based teachers.... This was part of the plan I had to help all teachers learn to differentiate instruction.... I had also hoped that this would help with the parent concerns about the demographics.... the parents liked this but the one teacher I had was removed in September.

The program that I brought from Samford is a mirror of programs that are being used around the country in "high needs" schools. The use of college students to assist with struggling/fringed students has been shown to make a difference in achievement. This year the focus first semester was with reading - next semester it will be math.... We are targeting those students who I term as "fringed".... That's those kids who scored a "2" on the ARMT+.... These are also children who typically don't get Title I, Special Education Services or Tier II/III Instruction.... These children receive tutoring 3 mornings a week before school starts.... This is a part of what I was trying to do to help our "children".... And teachers.... I was hoping we could expand this to the other Title I schools next year.... What is happening in our system ---- shifting in demographics and the wide-span of abilities is symptomatic of what is happening across our country.... Knowing how to plan and the ability to implement programs that will serve the needs of all children is critical to the continued success of all of our children....

I'm sorry for the long email.... You told me to communicate with you.... I just wanted to share my thoughts.... I enjoyed talking to you before Christmas.... I had never really had the chance to talk with you and share my ideas.... I just feel like you really listen (thus the long email ☺)....

Please keep this communication between us....

Thank you, Robin

---

**From:** Litaker, Robin  
**Sent:** Thursday, December 13, 2012 10:19 AM  
**To:** Dodson, Ron  
**Cc:** Craig, Andy; Barber, Carol; Camp, Deborah  
**Subject:** Re: TCES 4th math state appeal

Then I am left to wonder from my original question---- was the test administered correctly?? (Time allowed? - there was a section that no 4th grade class finished).... Guess that is what the problem was.. Which may also answer why we were the only elementary school that SMI did not correlate with ARMT+ (at that grade level) our SMI at the end of the year was 85% at or above proficiency.... I was expecting a 69/70 not a 55 on ARMT.... I was exactly right with third grade....  
Thank you .... This does explain the drastic drop and the discrepancy in levels of skills... It does not negate the need for instructional improvement...

Please excuse typing errors - information sent from my iPhone

On Dec 13, 2012, at 9:54 AM, "Dodson, Ron" <[rdodson@hoover.k12.al.us](mailto:rdodson@hoover.k12.al.us)> wrote:

We will receive an official written report from Dr. Turner in January, but I just heard the verbal response to our request for a state inquiry into the unprecedented 4<sup>th</sup> grade math score drop at TCES last spring. Dr. Turner requested that we submit the names of the ten most egregious examples of student score drops. Robin selected those ten names which I submitted, and the state hand-scored those student answer sheets.

The results are that all ten student answer sheets were scored correctly, so the state finds no evidence of a scoring error. The person who led the review did tell me that none of those ten students completed part 1 of the test. The greatest weaknesses noted (students missing all or 3/4<sup>th</sup> of the questions related to a specific standard) were in standards 3, 8, and 10. The last four questions in part 1 were all related to standard 10, so that weakness was most likely related to a time issue.

**Ron Dodson, Ph.D.**

Assistant Superintendent of Instruction  
Hoover City Schools  
2810 Metropolitan Way  
Hoover, AL 35243

(205) 439-1053

*The best of friends meet but to part and go upon their way:  
Yet only part to meet again upon another day.*

April 4, 2013

To: Mr. Andy Craig, Superintendent

From: Robin Litaker

RE: Retirement Date

Mr. Craig

This letter is to inform you that I have set my retirement date. I will retire from the Hoover City School System effective the last day of December 2013.

My last day to work will be December 31, 2013.

*R. A. Litaker*

**PLAINTIFF'S  
EXHIBIT**

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**PLAINTIFF'S  
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## Meeting Summary with Carol Barber and Robin Litaker

January 28, 2013

Carol Barber requested a meeting with Robin Litaker to review transitional items regarding the leadership of Trace Crossings Elementary. The two primary concerns expressed included the location of student data from last year and the current year, and relations with parents.

CB expressed concern about missing files and student data that she was told previously were in a white notebook that has not been located. CB mentioned she thought RL had it as a reference for her dissertation. RL replied she does not need that data for it and the white notebook has disaggregated data, walk through information, etc. She did not know why it was not at the school. CB said she was able to find prior years, but not recent data. RL said there was a black notebook that had some of that information. CB did not recall a discussion about a black notebook, but has reading information from Gayle and math from Tami. Her concern was upcoming accreditation and the absence of reports from ARMT. She received grade level information from Ron Dodson, but not the SDE profile they send. RL replied it was in the white and black notebooks. CB pulled what she could from the SDE reporting site, but has nothing beyond 2011. RL stated it's across the hallway.

CB inquired about PST notes from this year's meetings. RL said Judy Anderson has last year's and Gayle has this year's PST information. CB explained PST meetings are being revamped and wanted to review notes on individual students that may need addressing. She shared an example of a student referral and wanted to gather additional information. RL stated Gayle has moved some of Judy's information into her office and she should have this year's notes. CB and RL agreed that students are not being referred properly through RtI and Tier 2 intervention. RL stated her first year she was unable to do much at all, and teachers were going to get more confused than they already were. CB asked Gayle to make a sample binder. RL said Dot did not address these issues. She said Judy was good at keeping up with information, but Gayle was better. RL shared example of what she attempted to do including a lunch meeting, and teachers did not like it. She also came up with an hour at the end of the day, and they started a rotation. They would present RtI data and then discuss. CB was concerned about student files that were never referred to Tier 2 or 3, such as a 4<sup>th</sup> grader who was now at Brock's Gap. She values the process to review students individually and instigate dialogue to help them. She noted they were losing kids because of a misunderstanding of moving kids to Tier 2. RL was also concerned that teachers did not utilize resources and intervention materials. She sent teachers to additional PD they had not gone to prior. CB stated their focus was currently on math and was an accounting issue. Dot told teachers they did not have to go to meetings, and teachers needed more clarification on Tiered instruction.



CB discussed she was embarrassed by the poetry examples that were submitted as examples to Central Office. She is trying to clarify what her expectations are. RL stated they had winners her first two years. CB indicated this too shall pass, and they are making progress.

The other primary issue on concern is a core group of parents. Teachers seem to be getting better, kids are fine, but some parents appear to be very vocal and negative. CB asked RL for dialogues between she and these parents to cease. Last week a parent asked in a PTO meeting if CB was coming back next year. Her response was that she is planning to be at Trace Crossings. There appears to be a rumor and perception that CB is only going to be there a short time and RL will be coming back. CB stated there are some parents who are angry with her because they were not consulted about the transition in leadership at TC. RL replied that they were already unhappy. CB wants to make sure there is open communication with her and requested that RL separate herself from those that are making it more difficult for the school. RL felt insulted and said parents will text her, but she does not talk to teachers and parents as the less you know the better. She shared she had eaten with Ellen S. and did received texts from parents, but that was it.

RL said she went through hell when many thought Debra Smith would be there. She also explained how she left so fast and she did not know where certain files were or the notebooks. CB was concerned that there were no notes from her walk throughs or anyone else. There is no conference documentation and asked why teacher files were in Debbie Drake's office. Some teachers had not been evaluated and aides had not been done in a long time. RL mentioned there was a write up on Kim Moates. Barbara Mayer did the preschool aides. CB challenged that and replied Barbara Mayer did not do any preschool aides.

Conversation diverted back to parental involvement and RL reiterated that she emailed CB and Andy Craig about attending a PTO social at one of the PTO parent's house. She stated parents knew better than to ask her stuff. CB responded that she did not want to insult RL, but she was getting information from several sources. She explained she can't share information about staff with parents, and did not understand where this was coming from. Parents have knowledge about matters that they should not possess. CB said AYP will be difficult, but she is observing an impact on teachers. Her concern is it will take longer to see a greater impact on students. There are spins on stories and she was focusing on building trust with teachers and not throwing anyone under the bus. Individual conferences with teachers and parents are time consuming, but she is trying to do what is best. CB inquired whether or not RL allowed parents to choose their teachers since it had reoccurred in parent conferences. RL stated she never allowed that to occur and would tell parents to address the type of teacher in a letter. She said she hoped no one had implied she allowed them to pick their own teacher since that was not what she had done. They agreed this was their same stance on the matter.

CB described that many parent conferences revolved around choice of teacher for the next year and demographics/rezoning. She has shared a template with them. Concern is over entitlement. RL replied

that parents did not get to discuss the teacher they wanted and she utilized placement cards when doing class roles. Originally, placement cards had apartment information/demographics that could be considered "profiling" and she did away with that. PTO was not happy with classes this year, but they didn't complain to her. RL said her biggest supporters were apartment kid parents, but you don't hear from them because they are working two jobs. RL was floored that parents were upset she was leaving. CB stated parents were mad because they were not consulted, which is impacting the culture. RL said the culture never went north and she would never attempt to undermine CB. CB desires to spend all energy on students and teachers. RL responded that she was not talking.

RL mentioned there was not one entity that was working when she began. There was much to overcome with Dot and Debra. CB discussed she was working on building consensus since teams appear to be taking sides with philosophical matters. RL said if they had done team meetings the way she had set them up, it would have worked. CB disagreed and said they can't if there is no foundation of trust. RL described the national model she was using with the curriculum facilitators. She watched it work in other places. CB replied the model falls apart because they point fingers at others and says it is their responsibility. RL stated there are three bullies that need to build respect.

Student discipline was discussed and CB asked RL how she maintained the data. RL explained she used information in Excel and did not enter but one in INOW. A discussion of a student (JH) occurred and CB inquired where the discipline file was kept. RL said Angie kept some files of incidents. CB requested student discipline information.

A discussion of Space Camp evolved and CB wanted any background knowledge and what was needed. Community solicitation was mentioned and how one teacher let it fall apart. RL said before she left they didn't have reservations and teachers were suppose to do their own fundraisers. Technology Night funds would be used and parents were asked to help. RL was working on a parent letter when she left.

Upon concluding the meeting, clarification on the white notebook came up again and RL stated Tom and Stella may have it. The counselor should have copies of the black notebook. CB asked if survey data had been shared with faculty and RL replied it had not. She felt they had been beaten up too much already. CB inquired about the CIP and SIC involvement in the development. RL said they had not gone through it and was getting a plan together to get people involved in the process when she left. CB shared her opinion on how important teacher involvement in the process was.

Board of Education

Earl A. Cooper  
Donna C. Frazier  
Derrick M. Murphy  
Paulette R. Pearson  
Stephen D. Presley

Andy Craig  
Superintendent



HOOVER  
CITY SCHOOLS

2810 METROPOLITAN WAY  
HOOVER, ALABAMA 35245  
(205) 439-1000

PLAINTIFF'S  
EXHIBIT

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April 10, 2013

Ms. Robin Litaker  
312 Gainswood Road  
Birmingham, AL 35209

Dear Ms. Litaker:

On April 8, 2013 the Hoover City Board of Education accepted your resignation due to your retirement effective December 31, 2013.

Thank you for the years of your employment and the support to the Hoover City Schools. We hope these years have been a rewarding and positive experience. We wish you continued success in your future endeavors.

Sincerely,

Andy Craig  
Superintendent

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Exhibit 2

*Learning for Life*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

PLAINTIFF'S  
EXHIBIT

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ROBIN LITAKER,

Plaintiff,

v.

HOOVER BOARD OF EDUCATION,  
ANDY CRAIG, in his individual and  
official capacity as Superintendent,  
and CAROL BARBER, in her  
individual and office capacity as  
Assistant Superintendent,

Defendants.

CIVIL ACTION NO:  
2:14-cv-2176-MHH  
JURY DEMAND

**DEFENDANTS' RESPONSE TO PLAINTIFF'S FIRST  
INTERROGATORIES AND REQUEST FOR PRODUCTION**

Defendants, Hoover Board of Education ("the Board"), Andy Craig ("Craig"), and Carol Barber ("Barber") (collectively, Defendants), by and through their undersigned counsel, and pursuant to the Federal Rules of Civil Procedure, submit their objections and responses to Plaintiff Robin Litaker's First Interrogatories and Request for Production as follows:

**INTERROGATORIES**

**INTERROGATORY NO. 1:**

Describe, in detail, the Plaintiff's employment history with the Defendant, Hoover Board of Education. In responding, please state the date the Plaintiff was

employed, positions held, dates Plaintiff held said positions, the job duties associated with each position, attendance record, the name and sex of the Plaintiff's immediate supervisor(s) and date, detailed reason for the plaintiff's removal as Principal at Trace Crossings Elementary School and person(s) making said decision.

**RESPONSE:**

Defendants object to Interrogatory No. 1 to the extent it seeks "the job duties associated with each position" and "attendance record" on the grounds that it is unduly burdensome to collect such information and on the grounds that such information is not relevant to her claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. If Plaintiff will explain the relevance of these requests, Defendants will reconsider their response. To the extent such information is contained in Plaintiff's personnel file, Defendant Board will produce it.

Defendants further object to Interrogatory No. 1 to the extent it seeks "detailed reason for the plaintiff's removal as Principal at Trace Crossings Elementary School" on the grounds that it is overly broad. To fully respond would require Defendants to put on a dress rehearsal of their defense at trial without the benefit of discovery. Defendants will provide an outline of the reasons for the decision. Plaintiff will have the opportunity to depose both Craig and Barber and collect information on that decision.

Subject to those objections, Craig and Barber do not have information



regarding Plaintiff's employment history.

The Board states that Plaintiff held the following positions:

<b>Dates</b>	<b>Job Title</b>	<b>Location</b>	<b>Supervisor (Sex)</b>
8/18/92-8/8/04	Physical Education Teacher	Trace Crossings Elementary	Dot Riley (F)
8/9/04-6/30/06	Physical Education Teacher	Riverchase Elementary	Dianne Baggett (F)
7/1/06-6/30/10	Assistant Principal	Shades Mountain Elementary	Juli Feltham (F)
7/1/10-11/16/13	Principal	Trace Crossings Elementary	Andy Craig (M)
11/17/12-12/31/13	Central Office Administrator	Central Office	Andy Craig (M)

Pursuant to FRCP 33, the Board will produce Plaintiff's Central Office personnel file and any other files the Board regularly maintained regarding Plaintiff's employment.

With regard to the reasons for Plaintiff's removal from Trace Crossings Elementary School (TCES), Defendants state that Craig made the decision in consultation with Barber and conveyed that decision to Plaintiff in a meeting at the Central Office on November 15, 2012. When they made that decision, Craig and Barber believed that TCES was not functioning as it should. The Central Office received reports from teachers and staff about the work environment (e.g., extremely low morale, negative culture, teachers felt pitted against one another, teachers felt bullied, management of the school seemed disorganized). Some staff told Human Resources that they were looking to leave TCES. Parents had

contacted Craig with concerns about the direction of the school.

These were significant concerns and Craig and Barber did not believe Plaintiff had the ability to address them. They based that assessment on interactions with Plaintiff in which she seemed unable to articulate what she needed to move forward or was unable to make progress despite adequate support. For example, in the summer of 2012 they met with Plaintiff and others to talk about TCES and felt that Plaintiff did not articulate a vision for the school and Craig felt she was not responsive to his questions. During the first semester of 2012, in Barber's meetings with Plaintiff (in which Barber was providing information collected from classroom observations), Plaintiff seemed overwhelmed by the issues she was to address and did not seem able to use the information provided to move the school forward.

The concerns at TCES arose quickly and by November, Craig and Barber felt that they needed to act immediately to get the school calmed down and on track. They felt that Plaintiff had not established her leadership at the school and they did not have confidence in her ability to handle the situation. They concluded it would be best to have Barber fill the TCES Principal position so she could determine what was going on and figure out a path to address any issues.

**INTERROGATORY NO. 2:**

Please provide a detailed listing of the Plaintiff's alleged performance problems, if any, while she has been employed with the Defendant Hoover Board of Education, including date(s) of verbal and written warning(s), reason(s) for said warning, person(s) issuing warning, any follow-up counseling the Plaintiff may have received regarding said warnings, and identify all documents related to her performance including emails.

**RESPONSE:** Defendants object to providing information regarding any performance problems prior to Plaintiff's becoming the Principal at TCES on the grounds that such information would be remote in time, not relevant to Plaintiff's claims and not reasonably calculated to lead to the discovery of admissible evidence.

Defendants further object to Interrogatory No. 2 to the extent it seeks "detailed listing" on the grounds that it is overly broad. To fully respond would require Defendants to put on a dress rehearsal of their defense at trial without the benefit of discovery. In response to Interrogatory No. 10, Defendants provide an outline of concerns at TCES that Craig and Barber did not believe Plaintiff could effectively address. At that time, Craig and Barber did not think of those issues as Plaintiff's "performance problems" but they are concerns at the school that were her responsibility.

Subject to those objections, Defendants state that by the fall of 2012, Craig and Barber felt that TCES was not functioning as it should and the situation seemed to be deteriorating. They felt that they needed someone at TCES who

could assess the various issues at the school and get the school calmed down and back on track. At that time, Craig and Barber did not necessarily view the situation at TCES as a “performance problem” of Plaintiff’s; they simply needed to immediately address issues at the school and did not believe that Plaintiff could do so.

**INTERROGATORY NO. 3:**

Please provide the name of each and every witness the Defendant and/or its representatives and agents have spoken to regarding Plaintiff’s claims in this lawsuit, the date of communication and whether a written or recorded statement was taken.

**RESPONSE:** Defendants object to Interrogatory No. 3 on the grounds of attorney-client privilege and attorney work product doctrine. Subject to that objection: Since receiving the lawsuit, Craig has spoken with Barber and Veal. Barber has spoken with Craig, Veal, Amanda Stone, Angie Smith, Ron Dodson and Jason Gaston. Neither Craig nor Barber recalls the dates of those conversations and they did not make written or recorded statements.

Barber and the Board notified employees who were identified in the initial disclosures that they had been identified as potential witnesses and that counsel may want to talk with them. As part of its collection of information from potential witnesses, counsel prepared a confidential questionnaire that was distributed to persons counsel thought might have knowledge relevant to Plaintiff’s claims.

Counsel collected questionnaires from and/or spoke with the following people on the indicated dates regarding their knowledge of the allegations in the Complaint: Dean Addison (3/26/15), Ida Collins (3/13/15), Melinda Culberson (3/26/15), Kitty Denton (3/11/15), Melissa Dewberry (3/26/15), Debbie Drake (3/23/15), Liz Fry, Donna Houston, Amanda Johnigan, Dana Joyner (3/13/15), Julie Kent (3/11/15), Patrice Langham (3/26/15), Ann Elizabeth McInvale (3/11/15), Gayle Morrison (3/11/15), Adrianna Northcutt (3/23/15), Aleshia Paige (3/13/15), Karen Pheiffer (3/11/15), Catherine Rice, Angela Smith (3/13/15), Debra Smith (4/27/15), Amanda Stone (3/13/15), Mary Veal (4/27/15), Stella White (3/23/15). Counsel has no non-privileged written or recorded statements from these interviews.

**INTERROGATORY NO. 4:**

Please provide a listing of each and every complaint (internal complaint, EEOC charge and/or lawsuit) of sex discrimination, retaliation, breach of contract, libel and slander filed against the Defendants from January 2010 to the present.

**RESPONSE:** Defendants object to Interrogatory No. 4 to the extent it seeks information regarding complaints of retaliation or breach of contract other than in the employment context on the grounds that such complaints are not relevant to Plaintiff's claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not raised a retaliation complaint and whether other employees have is not relevant to her



claims. Additionally, to the extent Defendants have had claims of breached contracts that were not in the employment context, such information is not relevant to Plaintiff's claims.

Defendants further object to Interrogatory No. 4 to the extent it seeks information on internal complaints that were not communicated to the Central Office staff. To the extent that such complaints were made to local schools and not reported to the Central Office, Defendants have no way to identify them.

Subject to those objections, other than Plaintiff's EEOC charge and lawsuit, the Board has received the following complaints of sex discrimination January 1, 2010:

<b>Complainant</b>	<b>Court/Agency</b>	<b>Allegation</b>
Kim Warner	EEOC charge	Sex discrimination
Lorethea Garrett	Internal complaint, EEOC charge	Sexual harassment
Sharon Tucker	Internal complaint (verbal)	Sexual harassment

Other than Plaintiff's lawsuit, the Board, Craig and Barber have not received any complaints regarding breach of employment contract, libel or slander since January 2010. Craig and Barber have not received any claims of sex discrimination against them personally.

**INTERROGATORY NO. 5:**

Please detail by date and description all investigations conducted concerning the Plaintiff, including but not limited to, the name of the individuals who conducted the investigation, date of investigation, nature of investigation, list of individuals interviewed, the findings or conclusions reached as a result of those investigations, and identify all documents, including emails, related to the investigation.

**RESPONSE:** Defendants object to Interrogatory No. 5 to the extent it seeks any information protected by the attorney-client privilege or work product doctrine. Without waiving that objection, counsel investigated to respond to Plaintiff's EEOC charge. Craig and Barber did not conduct any investigation concerning Plaintiff.

**INTERROGATORY NO. 6:**

Please identify all persons who have complained (internally or externally) of sex discrimination, retaliation, breach of contract, libel and slander from January 2010 to present and state the nature of the complaint, if an investigation was conducted, individual who conducted investigation, any findings reached through investigation, and identify all documents, including emails, related to the complaints.

**RESPONSE:** Defendants adopt their objections and response to Interrogatory No. 4. Defendants further object to Interrogatory No. 6 to the extent it seeks any documents protected by the attorney-client privilege or the attorney work product doctrine. Subject to that objection, the Board will produce copies of any written complaints associated with the complaints identified in response to

Interrogatory No. 6 and any nonprivileged documents regarding the investigation of those complaints. Craig and Barber have no responsive documents.

**INTERROGATORY NO. 7:**

Please provide a listing of employees working for Defendant Hoover Board of Education in the position of Principal from January 2007 to present, including name, sex, school assigned to, date(s) of employment, address and telephone number, disciplinary actions, if any, transfer, and termination date, if applicable.

**RESPONSE:** Defendants object to Interrogatory No. 7 to the extent it seeks information regarding employees working since January 2007 on the grounds that it is overly broad and seeks information that is not relevant to Plaintiff's claims and is not reasonably calculated to lead to the discovery of admissible evidence.

Defendants further object to Interrogatory No. 7 to the extent it seeks information on Principal positions for which Plaintiff did not apply or for which she has not raised a complaint for her non-selection. Plaintiff applied for two Principal positions she did not obtain but they were filled in 2008 (South Shades Crest Elementary) and 2009 (Green Valley Elementary), and any claims regarding those claims are time barred. She was selected for the TCES position in 2010. She has not applied for any other Principal positions with the Board.

Finally, Defendants object to Interrogatory No. 7 to the extent it seeks "date(s) of employment, address and telephone number, disciplinary actions, if

any, transfer, and termination date” on the grounds that it is overly broad and seeks information that is not relevant to Plaintiff’s claims and is not reasonably calculated to lead to the discovery of admissible evidence. Given that Plaintiff did not apply for most of these positions and does not have timely claims for the two positions for which she did apply, none of these employees are proper comparators and their employment histories are not relevant. Furthermore, if counsel wants to contact these Principals or former Principals, it should do so through the Board’s counsel.

Without waiving these objections, Craig and Barber do not have information responsive to this interrogatory. The Board states that the following people currently hold the position of principal in the Hoover School System:

<b>Name (sex)</b>	<b>School</b>	<b>Date in Position</b>
Chris Robbins (M)	Berry Middle School	8/2013
Scott Mitchell (M)	Brock's Gap Intermediate School	4/19/2011
Tamala Maddox (F)	Bumpus Middle School	6/1/2011
Anna Whitney (F)	Crossroads Alternative School	8/2/2007
Wayne Richardson (M)	Deer Valley Elementary	8/1/1999
Jeff Singer (M)	Green Valley Elementary	2009
Kathy Wheaton (F)	Greystone Elementary	7/2013
Kimberly White (F)	Gwin Elementary	7/1/2012
Don Hulin (M)	Hoover High School	5/1/2008
Alice Turney (F)	Riverchase Elementary	7/1/2014
Dilhani Uswatte (F)	Rocky Ridge Elementary	4/1/2014
Juli Feltham (F)	Shades Mountain Elementary	7/1995
Brian Cain (M)	Simmons Middle School	7/2007
Kara Scholl (F)	South Shades Crest Elementary	7/2013
Kenneth Jarnagin (M)	Spain Park High School	3/13/2012

Name (sex)	School	Date in Position
Carol Barber (F)	Trace Crossings Elementary	11/2012

**INTERROGATORY NO. 8:**

List all complaints made about Plaintiff during her employment, including date, incident, who complained, whether complaint was written or oral, who investigated, the outcome of the complaint, and identify all documents, including emails, related to the complaints.

**RESPONSE:** Defendants object to Interrogatory No. 8 to the extent it seeks information regarding complaints about Plaintiff other than in her role as Principal of TCES or at the Central Office on the grounds that such information is remote in time to Plaintiff's claims in this lawsuit, the request is overly broad, does not seek relevant information, is not reasonably calculated to lead to the discovery of admissible evidence and to determine what, if any, information is responsive is unduly burdensome. If Plaintiff will explain the relevance of such information Defendants will reconsider this response.

Subject to that objection, Defendants state as follows:

Barber received a report from a teacher, Aleshia Paige, about not being able to perform her IEP duties because Plaintiff was having her and her aides cover classes while Plaintiff met with the classroom teachers. Paige's report was apparently triggered by a lengthy meeting Plaintiff had with the fourth grade team which caused Paige and her aides to not fulfill their duties. After asking Plaintiff

about the meeting, Plaintiff told Barber that she had called the fourth grade team in so they could “duke it out” or words to that effect.

In August 2012 Barber received a letter from “Several Concerned Trace Crossings Teachers.” As the letter was anonymous, she did not follow up with the teachers, although she was in the school regularly and observed the environment personally.

During Plaintiff’s time as Principal, Mary Veal received complaints from the following employees at TCES regarding Plaintiff and the work environment at TCES: Karen Pfeiffer, Aleshia Paige, Julie Kent, Tina Moretz, Amanda Stone, Ronda Vines, Dean Addison, Tom Leinheiser, Stephanie Watson, Ida Collins, Dana Joyner, Lucy Chapman, Patrice Langham and Debra Smith. Veal spoke with Plaintiff about Kent’s concerns and later learned that Plaintiff had subsequently questioned Kent about it (which Kent perceived as retaliatory). Some of the people who talked with Veal were nervous and said they were concerned about retaliation from Plaintiff, so Veal did not make notes of the meeting and reported their concerns.

In the fall of 2012, in addition to complaints directly from staff, they received a report from the AEA Uniserve Director that teachers at TCES were complaining to her about a number of issues, including being required by Plaintiff to work before and after school outside of their contracts. Veal and Barber spoke



with the Uniserve Director. As a result of that conversation, Barber directed Plaintiff to change the after hours schedule.

The Board and Barber have produced any nonprivileged documents reflecting those reports or complaints. Craig has no responsive documents.

**INTERROGATORY NO. 9:**

Identify all employees from January 2007 to present who received any discipline or counseling (either orally or in writing). For each employee please provide name, sex, position, date of discipline/counseling, reason for discipline/counseling, name and position of supervisor and person issuing counseling.

**RESPONSE:** Defendants object to Interrogatory No. 9 on the grounds that it is overly broad, unduly burdensome, seeks information that is not relevant to Plaintiff's claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. Defendant Board has more than 1900 employees at more than 17 schools and other locations. To identify each and every Board employee in the last 8 years who had been disciplined (either orally or in writing) would be a nearly impossible task and, given that the vast majority of these employees are not proper comparators to Plaintiff, would not result in the production of relevant information. Additionally, Plaintiff's claims are not that she was disciplined; she claims Defendants breached her contract, defamed her, denied her due process, and discriminated against her based on her sex in moving

her to the Central Office and replacing her at TCES with Carol Barber—none of which require a comparator regarding discipline. If Plaintiff will explain the relevance of this information, Defendants will reconsider this response.

**INTERROGATORY NO. 10:**

Please identify, in detail, each and every fact which supports the defendant's contention that the plaintiff had (a) profound and pervasive problems at Trace Crossing; (b) the faculty was divided and demoralized; (c) teachers were asking to be transferred . . . because of Plaintiff's conduct as Principal; (d) parents were upset with a multitude of issues including communications; student mistreatment; and academic issues; and (e) plaintiff ignored specific directives to assist her.

**RESPONSE:**

Defendants object to Interrogatory No. 10 to the extent it would require Defendants to put on a dress rehearsal of its defense without the benefit of discovery. Subject to that objection, Defendants state as follows:

Problems at TCES; Faculty Issues: Craig and Barber believed there were profound and pervasive problems at TCES and the faculty was divided and demoralized, as reflected in the faculty and staff reports and complaints to Human Resources (see response to Interrogatory No. 8), the apparent division of the faculty and Plaintiff's apparent inability to unify them, and reports that faculty felt pitted against one another. Faculty reported that morale was low, the environment was unnecessarily stressful and some were attributing physical problems to that stress. Some reported that they felt bullied. Some faculty complained about

being required to work outside of their contract terms, specifically being scheduled for duties before and after school. Barber recalls a report that in handling disciplinary issues, Plaintiff would put students with disciplinary problems with the Registrar, the nurse, or other staff members with no instructional component and no communicated plan to address the disciplinary issues. Craig and Barber had expected some unrest at TCES when Plaintiff took over as Principal as a result of her instituting necessary changes that some of the faculty would not welcome. They expected that the unrest would diminish as Plaintiff settled into her role as Principal. In the first semester of 2012, it appeared that the faculty and staff at TCES was increasingly unhappy and the situation was not improving. Additionally, Human Resources felt it got an unusual number of complaints from TCES for the beginning of the school year.

Teachers Transfer Requests: Veal reported to Craig and Barber that teachers were asking to be transferred from TCES because of the environment at the school and Plaintiff's leadership. Although there had been some staff who sought transfers at the end of Plaintiff's first year at TCES, Defendants did not consider that unusual following a change in leadership. Veal recalls that the following teachers and staff at TCES asked about transfer opportunities: Amanda Stone, Stephanie Watson, Tom Lenheiser, Stella White and Ronda Vines.

Parent Concerns: Craig had been contacted by some TCES parents with concerns about the direction of the school. The parents raised various concerns, including about students not being challenged in classes (in part because teachers were spending time addressing disciplinary issues), home values, people removing their children from the school, the quality of the faculty, and student achievement. Craig and Barber do not recall parents voicing concerns over student mistreatment. The parents who contacted Craig did not register complaints specifically about Plaintiff; they raised concerns about the direction of TCES.

Specific Directives: After Plaintiff had complained about her faculty in general and about one teacher in particular, Barber told Plaintiff she needed to put the teacher on a performance plan for improvement and, if that did not work, terminate. Barber drafted a plan for Plaintiff to administer to that faculty member but Plaintiff did not do so.

In the first semester of 2012, Barber and other instructional leaders worked with TCES staff observing classroom teachers and providing data. Plaintiff was supposed to analyze the data and pull the team together on a periodic basis but she did not do so. She was also supposed to share the data with her faculty and did not do so.

After the AEA Uniserve Director spoke with Human Resources and Barber about Plaintiff scheduling teachers for duties outside of the terms of their contracts,

Barber directed Plaintiff to change the schedule but later learned that Plaintiff had not done so.

**INTERROGATORY NO. 11:**

Please provide a listing of all parents, with addresses and telephone numbers who were upset with the plaintiff and had “a multitude of issues including communications; student mistreatment and academic issues.” In responding, please limit the response to issues dealing the plaintiff only and not other issues such as zoning, etc.

**RESPONSE:** Parents who contacted Craig about concerns at TCES did not specifically state that they were upset with Plaintiff. They voiced concerns about the direction of TCES and raised concerns as outlined in response to Interrogatory No. 10.

**INTERROGATORY NO. 12:**

Please describe with particularity all meetings and/or communications between Plaintiff and any of the Defendants’ agent, servants, and/or employees concerning her performance.

**RESPONSE:** Defendants object to providing information regarding any performance problems prior to Plaintiff’s becoming the Principal at TCES. (See objection to Interrogatory No. 2.) Defendants further object to Interrogatory No. 12 to the extent it seeks a detailed description of meetings or communications on the grounds that with Plaintiff by any “agent, servants and/or employees” of the

Board on the grounds that it is overly broad and unduly burdensome. Subject to those objections:

Barber met with Plaintiff to administer evaluations in or around January 2011 and February 2012. Other meetings with Plaintiff were about TCES (rather than about Plaintiff's performance specifically). Those meetings included:

- Craig recalls the following meetings:

Winter or Spring 2012: Craig met with Plaintiff at TCES to talk about how things were going. She complained to him about how bad her faculty was and Craig told her that she should bring specific problems up when they met about staffing for the 2012-13 school year and they would be as aggressive as they could about making changes to her staff. Craig also recalls that Plaintiff talked about disciplinary problems she felt were coming from students living in the apartment complexes and that she felt it was affecting instruction. Craig thinks she may have raised a concern about a student who was on free and reduced lunch that she thought maybe should not be but she had not discussed the issue with the CNP Manager. Craig told her to talk to the CNP Manager about it.

Spring 2012: Craig, Veal, Barber, Ron Dodson and Cathy Antee met with Plaintiff to talk about staffing for the upcoming school year. She did not recommend terminations of the teachers about whom she had complained.



July 11, 2012 (per Barber's calendar): Craig, Barber and Ron Dodson met with Plaintiff and Deborah Camp to talk about a plan for TCES.

November 15, 2012: Craig and Barber met with Plaintiff at the Central Office and told her that they were transferring her to the Central Office and Barber would fill the Principal position at TCES.

- Barber recalls the Staffing Meeting, and the July 11 and November 15 meetings mentioned above. Barber met with Plaintiff on a nearly weekly basis in the Fall of 2012 to talk about TCES. Barber will produce a copy of her calendar reflecting those meetings.

**INTERROGATORY NO. 13:**

Describe, in detail, Carol Barber's and Kathy Wheaton's employment histories with the Defendant, Hoover Board of Education. In responding, please state the dates of employment, positions held, dates held for each position said positions, the job duties associated with each position, attendance record, certification(s) and dates of certification(s), the name and sex of immediate supervisor(s) and date, any and all disciplinary action and termination date, if applicable.

**RESPONSE:** Defendants object to Interrogatory No. 13 to the extent it seek "the job duties associated with each position, attendance record, certification(s) and dates of certification(s)" on the grounds that it is overly broad, unduly burdensome, seeks information that is not relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible

evidence. If Plaintiff will explain the relevance of this information, Defendants will reconsider this objection.

Subject to and without waiving that objection: Craig does not have information regarding Barber's and Wheaton's employment history except in general terms. Barber does not have detailed information regarding Wheaton's employment and knows her own in general terms.

The Board provides below the dates of employment, positions held with Hoover (including dates), and the name and sex of immediate supervisors for Barber and Wheaton:

**Kathy Wheaton:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
9 <sup>th</sup> Grade Unit Principal Berry High School/Hoover High School	Superintendent (various)	1988-1994
Principal, Berry Middle School	Superintendents (various, including Connie Williams (F) and Andy Craig (M)	1995-2013
Principal, Greystone Elementary School	Andy Craig (M)	7/16/2013- present

**Carol Barber:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Director of Curriculum and Instruction, Central Office	Robert Mitchell (M)	5/2/88-1989
Principal Simmons Middle School	Superintendent (various, including Connie Williams (F)	6/89-6/17/07
Assistant Superintendent, Central Office	Andy Craig (M)	6/18/07-11/16/12
Principal ( initially temporary basis), Trace Crossings	Andy Craig (M); Jim Reese (M)	11/16/12-present

Neither Barber nor Wheaton has had any disciplinary action.

**INTERROGATORY NO. 14:**

Describe, in detail, the employment histories of David Fancher, Brian Cain, Chris Shaw, Bob Lawry, and Rush Propst, Scott Mitchell, David Shores with the Defendant, Hoover Board of Education. In responding, please state the dates of employment, positions held, dates held for each position said positions, the job duties associated with each position, attendance record, the name and sex of immediate supervisor(s) and date, any and all disciplinary action, investigations, and termination date, if applicable.

**RESPONSE:** Defendants object to Interrogatory No. 14 on the grounds that it is overly broad, unduly burdensome, seeks information that is not relevant to

Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. None of these individuals competed with Plaintiff for a position at issue in this lawsuit, nor were any of them involved in any decision she challenges in her complaint.

Defendants object to Interrogatory No. 14 to the extent it seeks information regarding Rush Propst and David Shores on the grounds that the request is overly broad, does not seek information relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. These individuals are not proper comparators to Plaintiff in that they were not principals and the circumstances surrounding their transfers from coaching positions were governed by confidential settlement agreements negotiated with their respective counsel.

Defendants object to providing any information regarding attendance records or job duties. (See objection to Interrogatory No. 13.)

Without waiving those objections, Craig and Barber do not have information regarding these individual's employment history except in general terms.

The Board provides the following information:

**David Fancher:**

Position	Supervisor	Date
Principal, Bluff Park	Superintendent (various, including Jack Farr (M)	7/1/98-

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Elementary School	Connie Williams (F), Andy Craig (M))	4/1/15
Retired per DROP Program		Eff. 4/1/15
Interim Principal, Bluff Park Elementary School	Jim Reese (M)	May and June 2015 (on supplement contract)

**Brian Cain:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Assistant Principal, Hoover High School	Principal	4/1/02- 7/1/05
Principal, Crossroads Alternative School	Connie Williams (F)	7/1/05- 7/20/07
Principal, Simmons Middle School	Andy Craig (M)	7/20/07- present

**Chris Shaw:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Principal, Spain Park High School	Andy Craig (M)	7/1/10-2/29/12
Planning Director, Central Office	Andy Craig (M)	2/29/12-7/1/12
Resigned		7/1/12

**Bob Lawry:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Teacher, TCES	Dot Riley (F)	8/18/92-6/30/98
Teacher and Extended Daycare Liaison, S. Shades Crest Elementary	Principal	7/1/98-8/11/02
Elementary Instructional Technology Specialist, Itinerant		8/12/02-6/30/06
Assistant Principal, Gwin Elementary	Principal	7/1/06-7/31/08
Principal, South Shades Crest Elementary	Andy Craig (M)	8/1/08-6/30/13
Student Services	Wayne Smith (M)	7/1/13-



<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Specialist		present

**Rush Propst:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Head Football Coach and Athletic Director, Hoover High School	Richard Bishop (M)	1/12/99-
Head Football Coach, Hoover High School	Richard Bishop (M)	7/16/99-11/07
Administrative Assistant, Central Office	Andy Craig (M)	11/07-8/30/08
Retired		8/31/08

**Scott Mitchell:**

<b>Position</b>	<b>Supervisor</b>	<b>Date</b>
Teacher, TCES	Dot Riley (F)	8/12/98-8/8/04
Teacher, Riverchase Elementary School	Dianne Baggett (F)	8/9/04-1/1/06
Assistant Principal, Deer Valley Elementary School	LaTanya Harris (F)	1/2/06-7/31/11

Position	Supervisor	Date
Principal, Hoover Intermediate School	Andy Craig (M)	8/1/11-present

**David Shores:**

Position	Supervisor	Date
Driver's Education Teacher, Spain Park High School	Billy Broadway (M)	8/1/06-2/11/08
Teacher (and Head Football Coach)	Billy Broadway (M), then Chris Shaw (M)	2/12/08-10/10/10
Assistant Director of Athletics	Andy Craig (M)	10/11/10-5/27/11
Resigned		5/28/11

**INTERROGATORY NO. 15:**

Please provide a listing of all Principals and Administrators hired and/or transferred after plaintiff was removed as Principal at Trace Crossings Elementary. In responding, please provide the sex of each individual, date of hire/transfer, school hired/transferred from and to, name and sex of the individual(s) who made the hire/transfer decision, and employment history with defendant.

**RESPONSE:** Defendants object to Interrogatory No. 15 to the extent it seeks information on Principal and Administrator positions filled after Plaintiff's retirement date (December 31, 2013) on the grounds that such information is overly broad, does not seek information relevant to Plaintiff's claims in this lawsuit

and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to Interrogatory No. 15 to the extent it seeks information regarding positions that were posted for which Plaintiff did not apply. Information regarding those positions and who filled them is not relevant to Plaintiff's claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. Additionally, if Plaintiff did not apply for a position, the successful candidate's employment history is not relevant and the request is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to those objections, Craig and Barber do not have responsive information. The Board states that it did not fill any Principal or Administrator positions between November 16, 2012 and December 31, 2013 other than through the posting process and Plaintiff did not apply for any of the posted positions. Without waiving its objections, the Board identifies the following Principals or Administrators who were hired or transferred into positions that were posted between November 16, 2012 and December 31, 2013:

<b>Position/Location</b>	<b>Name (Sex)</b>	<b>Date</b>	<b>Recommended By (Sex)</b>
From: Asst. Principal, Spain Park To: Asst. Supt. of Admin. Services, Central Office	Melody Greene (F)	7/13/13	Andy Craig (M)

New hire: Chief Academic Officer for Mathematics & Science, Central Office	Tammy Dunn (F)	7/1/13	Ron Dodson (M)
New hire: Chief Academic Officer for Reading & Humanities, Central	Cindy Adams (F)	7/1/13	Ron Dodson (M)
From: Principal, South Shades Crest Elementary To: Student Services Specialist, Central Office	Bob Lawry (M)	7/1/13	Wayne Smith (M)
From: Administrative Manager, Central Office To: Instructional Coordinator of Federal Programs & Testing, Central Office	Debra Smith (F)	7/1/13	Andy Craig (M)
From: Asst. Principal, Bluff Park Elementary To: Principal at South Shades Crest Elementary	Kara Scholl (F)	7/1/13	Andy Craig (M)
From: Principal at Berry Middle School To: Principal at Greystone Elementary	Kathy Wheaton (F)	7/1/13	Andy Craig (M)
From: Asst. Principal at Berry Middle To: Principal at Berry Middle	Chris Robbins (M)	8/1/13	Andy Craig (M)

**INTERROGATORY NO. 16:**

Please provide, in detail, each and every reason the defendant contends it did not breach the plaintiff's June 18, 2012 Employment Contract.

**RESPONSE:**

Defendants object to Interrogatory No. 16 to the extent it asks them to prove a negative. Without waiving that objection, Defendants state that they did not

cancel Plaintiff's contract, reduce her pay or otherwise breach its terms. When Craig and Barber notified Plaintiff of their intent to transfer her from TCES to the Central Office, Plaintiff did not object. Had she objected, it would have been necessary for Craig to make a written recommendation to the School Board to effect that transfer. She did not object; she accepted the transfer to the Central Office at no loss of salary.

Craig and the Board state that in March 2013, Plaintiff's then-counsel, Mark Boardman, called Craig and told him that he was calling on Plaintiff's behalf to negotiate a buy out of her contract. The Board offered to pay her through the end of the calendar year (including any pay raises) and she could work from home on projects assigned by the Superintendent. She submitted a resignation letter and retired effective December 31, 2013. Plaintiff's retirement effectively terminated her contract.

**INTERROGATORY NO. 17:**

Please provide, in detail, each and reason the defendant Carol Barber was allowed to provide the attached email with false information to an al.com reporter and said information was subsequently published in the attached newspaper article. In responding, please provide the reason(s) why the plaintiff was taken off the distribution list, why the original attached email regarding the plaintiff's reassignment was not sufficient, and describe the Board's policy concerning the sharing of personnel information.

**RESPONSE:** Defendant Barber did not provide the attached email to an al.com reporter.

### **REQUEST FOR PRODUCTION**

#### **REQUEST NO. 1:**

The complete personnel file (wherever located or maintained) of the Plaintiff, including all documents that show, reflect, refer to, or relate to any complaints made by the Plaintiff and the work performance of the Plaintiff, including, but not limited to the following: any and all performance evaluations, attendance records, leave requests, training records, memoranda of commendation or criticism and promotion ratings as well as any and all documents related to counseling regarding any alleged on the job deficiencies or poor performance or poor work product.

**RESPONSE:** Defendants object to Request No. 1 to the extent it seeks any separate attendance records, leave requests, or payroll records on the grounds that it is overly broad, unduly burdensome, seeks documents not relevant to Plaintiff's claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. Subject to that objection, Defendants will produce a copy of any personnel files they maintained regarding Plaintiff.

#### **REQUEST NO. 2:**

All manuals, employee handbooks, personnel documents, guidelines, or any other documents, by whatever name known, which describe the Defendants' practices, policies, procedures, rules or regulations regarding transfers, hiring, training, promotions, demotions, selection, discrimination and leave, which were in effect from January 1, 2010 to the present. Such documents should include any updates, revisions, exclusions, appendages made from January 1, 2010 to the present.



**RESPONSE:** Defendants object to Request No. 2 to the extent it seeks policies on hiring, training, promotions, and leave on the grounds that the request is overly broad, seeks documents not relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not made a claim about hiring, training, promotions or leave. Without waiving that objection, Defendant Board will produce any current, written policies on transfers, promotions, demotions, selection, and discrimination. To the extent it can find policies on those topics not currently in effect that were in effect between January 1, 2010 and now, it will provide them. Craig and Barber have no responsive documents.

**REQUEST NO. 3:**

Central Office Organizational charts showing chain of command for district operation.

**RESPONSE:** The Board does not, as a matter of course, maintain a responsive organizational chart. Defendant Board will provide an organizational chart for the Central Office submitted as part of its annual indirect cost filing. That chart is not entirely accurate but will provide a general description of the organization of the Central Office at the time of that filing. Craig and Barber have no responsive documents.

**REQUEST NO. 4:**

All EEOC investigative files, personnel investigative files, personnel files, personnel documents, or any other documents, including emails, by whatever name known, reflecting the Defendants' investigation of, its responses or positions to, and its decision regarding the Plaintiff, her complaints and her Charge of Discrimination.

**RESPONSE:** Defendants object to Request No. 4 to the extent it seeks documents protected by the attorney-client privilege or the attorney work product doctrine. Subject to this objection, Defendants will produce any correspondence with the EEOC regarding Plaintiff's charge and any nonprivileged documents regarding its decision regarding to transfer Plaintiff.

**REQUEST NO. 5:**

All EEOC Charges of Discrimination which allege sex discrimination and/or retaliation which have been filed against the Defendants from January 1, 2010.

**RESPONSE:** Defendants adopt their objections and response to Interrogatory No. 4. Subject to those objections, Defendant Board will produce copies of the EEOC charges filed by Kim Warner and Lorethea Garrett. Craig and Barber have no responsive documents.

**REQUEST NO. 6:**

All complaints, reports, and/or internal grievances of sex discrimination, retaliation made by any and all individuals against any employee of the Defendants company from January 1, 2010 to the present and all documents, including emails,

reflecting Defendants' investigation into these complaints.

**RESPONSE:** Defendants adopt their objections and response to Interrogatory No. 4. Defendant Board will not produce any privileged documents but will produce copies of any written complaint, notes of investigation (other than by counsel), and any response to the complaints identified in response to Interrogatory No. 4. Craig and Barber have no responsive documents.

**REQUEST NO. 7:**

Any and all witness statements (including audio and video recordings) that are in any way related to the Plaintiff's claims, the Defendants' defenses, or Defendants' investigation into Plaintiff's claims.

**RESPONSE:** Defendants object to Request No. 7 to the extent it seeks documents protected by the attorney-client privilege or attorney work product doctrine. Other than documents subject to those protections, Defendants have no responsive documents. Although Defendants would not describe them as "witness statements," the Board has produced any documents that employees or other potential witnesses submitted to Human Resources regarding their concerns about Plaintiff.

**REQUEST NO. 8:**

Any and all personnel files and documents including, but not limited to, performance and training records, contracts, evaluations, disciplines, etc., wherever

located or maintained, for Andy Craig, Carol Barber, Kathy Wheaton, David Fancher, Brian Cain, Chris Shaw, Bob Lawry, and Rush Propst, Scott Mitchell, and David Shores.

**RESPONSE:** Defendants object to Request No. 8 to the extent it seeks documents containing confidential information (e.g., medical information, benefits information, social security numbers, dates of birth, salary information, financial information) on the grounds that such information is not relevant to Plaintiff's claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. The Board will redact or remove any such information.

Defendants object to Request No. 8 to the extent it seeks the personnel file of Kathy Wheaton on the grounds that the request is overly broad, does not seek documents relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Wheaton is a Principal who is not a decision maker, comparator or someone who competed with Plaintiff for a position. Information in her personnel file is not relevant to Plaintiff's claims of sex discrimination, violation of due process, breach of contract or defamation.

Defendants object to Request No. 8 to the extent it seeks personnel files on Rush Propst and David Shores on the grounds that the request is overly broad, does not seek documents relevant to Plaintiff's claims in this lawsuit and is not

reasonably calculated to lead to the discovery of admissible evidence. These individuals are not proper comparators to Plaintiff in that they were not Principals and because the circumstances surrounding their transfer from coaching positions to other administrative roles were governed by confidential settlement agreements negotiated with their respective counsel.

Without waiving these objections, Defendant Board will produce copies of the Central Office personnel files for Andy Craig, Carol Barber, Kathy Wheaton, David Fancher, Brian Cain, Chris Shaw, Bob Lawry, and Scott Mitchell, redacting any confidential, medical or financial information. Craig and Barber have no responsive documents.

**REQUEST NO. 9:**

Any and all personnel files and documents, wherever located or maintained, including training records, evaluations, disciplines, etc. of all Principals hired/transferred after the plaintiff filed her EEOC charge in this case.

**RESPONSE:** Defendants object to Request No. 9 to the extent it seeks information regarding Principals hired for or transferred to positions that were posted for which Plaintiff did not apply and to the extent it seeks information after Plaintiff's retirement date. (See objections to Interrogatory No. 15.) Additionally, Defendants object to Request No. 9 to the extent it seeks documents containing confidential information. (See objection to Request No. 8.) Finally, Defendants

object to Request No. 9 to the extent it seeks information on hires and transfers “after the plaintiff filed her EEOC charge in this case.” Defendants did not receive a copy of Plaintiff’s charge until the Commission forwarded it to them by Notice of Charge of Discrimination dated December 12, 2013 which was apparently well after she filed it.

Subject to those objections, Defendant Board did not hire or transfer any person into a principal position between September 25, 2013 and December 31, 2013.

**REQUEST NO. 10:**

Any and all depositions, affidavits, declarations, witness statements of individuals identified on Plaintiff’s or Defendants’ initial disclosures.

**RESPONSE:** Defendants adopt their objections and response to Request No. 7.

**REQUEST NO. 11:**

Any and all documents utilized in responding to the above interrogatories.

**RESPONSE:** Defendants object to Request No. 11 to the extent it seeks information protected by the attorney-client privilege or work produce doctrine. Subject to that objection, Defendants believe they have produced any responsive, nonprivileged documents.



**REQUEST NO. 13:**

As to all individuals involved in decisions affecting the Plaintiff's employment including, but not limited to, discipline, evaluations, counseling, transfer, demotion, and/or hiring, provide any and all notes, diaries, e-mails, electronic messaging, calendars, appointment books (whether on paper or computerized format) maintained by them that have anything to do with the Plaintiff's employment.

**RESPONSE:** Defendants object to Request No. 13 to the extent it seeks any documents protected by the attorney-client privilege or the attorney work product doctrine. Defendants also object to Request No. 13 to the extent it seeks information regarding Plaintiff's employment prior to her time at TCES (see objection to Interrogatory No. 2). Defendants object to Request No. 13 to the extent it seeks information that had "anything to do with the Plaintiff's employment" on the grounds that it is overly broad and unduly burdensome.

Subject to those objections, Defendants have produced any nonprivileged documents they have regarding with the decision to move Plaintiff from TCES to the Central Office and the acceptance of her resignation. Defendants are still searching for some calendars, diaries and appointment books that may have responsive information and will produce them if and when responsive documents are found. Defendants are searching for additional electronically stored information but have not been able to obtain it in a readable form at this time. If or when Defendants are able to do so, they will produce any responsive,

nonprivileged communications.

**REQUEST NO. 14:**

Any and all documents, including but not limited to letters, memoranda, electronic mail (e-mail) messages, calendar entries, diary entries, notes, daytimer entries, electronically stored information, and/or any written statements or affidavits, that reflect, reference or relate in any way to the defendants' hiring, employment, discipline, evaluation, transfer, and removal of the Plaintiff.

**RESPONSE:** Defendants object to Request No. 14 to the extent it seeks any and all documents that "reflect, reference or relate in any way to the defendants' hiring [or] employment" of Plaintiff on the grounds that it is overly broad, unduly burdensome, does not seek documents relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants adopt their objections and response to Request No. 13.

**REQUEST NO. 15:**

Any and all phone (office or cell) records and text messages to and from Andy Craig, Carol Barber, Amanda Stone, Ron Dodson, City Council Members, AEA Representatives, and all Board Members (present and past board members) from January 1, 2010 to January 1, 2014, which mention, talk about, relate to or touch on the plaintiff and her employment with defendant.

**RESPONSE:** Defendants object to Request No. 15 to the extent it seeks phone records and text messages for a four year period that "mention, talk about,

relate to or touch on the plaintiff and her employment with defendant” on the grounds that it is overly broad and unduly burdensome. Defendants further object to Request No. 15 to the extent it seeks phone records and text messages before 2012 or after Plaintiff’s resignation on April 4, 2013 on the grounds that it is overly broad, unduly burdensome, seeks information that is not relevant to Plaintiff’s claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to Request No. 15 to the extent it seeks documents protected by the attorney-client privilege or work product doctrine.

Subject to those objections, Defendants do not have access to the phone records or text messages of the City Council Members or the AEA representatives. Defendants are attempting to determine whether they can obtain the requested records and at what expense. When they have done so, they will contact Plaintiff’s counsel to discuss the available information (if any) and may supplement this objection.

**REQUEST NO. 16:**

Any and all emails, text messages, phone messages, phone records, from Dr. Debra Smith to Trace Crossing personnel and parents from January 1, 2010 to the plaintiff’s removal as Principal and retirement which mention, talk about, relate to or touch on the plaintiff and her employment with defendant.

**RESPONSE:** Defendants object to Request No. 16 on the grounds it is

overly broad and unduly burdensome. Whether Ms. Smith sent communications to TCES teachers or parents over the course of 5 years that “mention, talk about, relate, or touch upon” Plaintiff is not relevant to any of Plaintiff’s claims in this lawsuit and the request is not reasonably calculated to lead to the discovery of admissible evidence. Ms. Smith was Plaintiff’s subordinate at TCES for a year and then had a Central Office role in which she did not supervise or otherwise assess Plaintiff’s performance. Defendants did not consult Ms. Smith in making any decisions regarding Plaintiff’s employment. If Plaintiff will explain the relevance of this request, the Board will reconsider this response. Craig and Barber have no responsive documents.

**REQUEST NO. 17:**

State Department of Education test documents for Grades 3-4 for the Spring of 2011, 2012 and 2013 for Trace Crossing Elementary.

**RESPONSE:** Defendants object to Request No. 17 on the grounds that it is overly broad, does not seek documents relevant to her claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence in that no decision regarding Plaintiff’s employment was based on 3rd and 4th grade test documents. Defendants further object to Request No. 17 on the grounds that it is vague and Defendants are not sure what is meant by “test documents.” Without waiving these objections, Defendant Board will produce copies of the School

Report for TCES on the Alabama Reading and Mathematics Test for grades 3rd and 4th for the years 2011, 2012 and 2013. If these are not the “test documents” Plaintiff seeks, if Plaintiff will explain the relevance of these documents and/or provide more specificity the Board will reconsider this response.

**REQUEST NO. 18:**

DOJ, NAACP and NAACP-LDF (Legal Defense Fund) documents showing attempts to move the minority/apartment students out of Trace Crossings from January 1, 2010 to the present.

**RESPONSE:** Defendants object to Request No. 18 on the grounds that it does not seek documents relevant to Plaintiff’s claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not claimed that she was moved from TCES to the Central Office, that she retired, or than any decision regarding her employment was related to information from the Department of Justice, the NAACP or the NAACP-LDF or any attempt to “move minority/apartment students” out of TCES. If Plaintiff will explain the relevance of this request, the Board will reconsider this response.

**REQUEST NO. 19:**

Any and all documents regarding any investigations into actions taken at Trace Crossings Elementary during and after Plaintiff’s tenure as principal there, including, the NAACP-LDF’s concerns, investigations, etc. regarding Carol Barber’s attempt to segregate students at Trace Crossings.

**RESPONSE:** Defendants object to Request No. 19 on the grounds that it does not seek documents relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not claimed that she was moved from TCES to the Central Office, that she retired, or than any decision regarding her employment was related to any alleged action by Carol Barber or anyone else to "attempt to segregate students at Trace Crossings." If Plaintiff will explain the relevance of this request, the Board will reconsider this response.

**REQUEST NO. 20:**

Any and all charts, graphs, reports, documents, etc. showing the enrollment at Trace Crossings before and after the plaintiff's employment as Principal.

**RESPONSE:** Defendants object to Request No. 20 on the grounds that it does not seek documents that are relevant to her claims in this lawsuit and it is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not claimed that she was moved from TCES to the Central Office, that she retired, or than any decision regarding her employment was related to the enrollment numbers at TCES. If Plaintiff will explain the relevance of this request, Defendants will reconsider their response. Without waiving that objection, the Board states that the total enrollment at TCES in the 2011-12, 2012-



13, 2013-14 and 2014-15 school year were 527, 514, 494, and 441, respectively.

**REQUEST NO. 21:**

Any and all analyses conducted to determine demographic characteristics and place of residence of Trace's students, including but not limited to, a report/analysis conducted by Wendy Brannon that included zoning and demographic information about apartment zoning for Hoover City Schools.

**RESPONSE:** Defendants object to Request No. 21 on the grounds that it does not seek documents that are relevant to her claims in this lawsuit and it is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff has not claimed that she was moved from TCES to the Central Office, that she retired, or that any decision regarding her employment was related to "demographic characteristics and place of residence of Trace's students" or "zoning and demographic information about apartment zoning for Hoover City Schools." If Plaintiff will explain the relevance of this request, Defendants will reconsider their response.

**REQUEST NO. 22:**

Documents showing teacher turnover, including but not limited to, transfer while the plaintiff and Carol Barber held the position of Principal, the level of certification and experience of teachers that were replaced during both principalships.

**RESPONSE:** Defendant Board will produce reports of employees at TCES who were terminated or who transferred out between 2010 and November 16, 2012 and between November 16, 2012 and present. Craig and Barber have no responsive documents.

**REQUEST NO. 23:**

Any documents showing AEA membership at Trace Crossings and district-wide during the time that the plaintiff was Principal and after she left.

**RESPONSE:** Defendants object to Request No. 23 on the grounds that it seeks information that is not relevant to Plaintiff's claims in this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence. The AEA membership at TCES or in the Hoover Schools was not considered in making the decision to move Plaintiff from TCES to the Central Office. Additionally, the Board does not maintain records regarding which employees belong to AEA. The best source for reliable information on which employees at TCES belong or belonged to AEA is AEA.

**REQUEST NO. 24:**

Any documents reflecting any AEA complaints at Trace Crossing after the plaintiff left.

**RESPONSE:** Defendants have no responsive documents.

As to objections,

s/Anne R. Yuengert

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Anne R. Yuengert

**OF COUNSEL**

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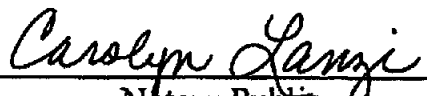
**VERIFICATION**

STATE OF ALABAMA                    )  
  :  
Jefferson COUNTY                )

Before me, a notary public in and for said county in said state, personally appeared Mary Veal, whose name as Director of Human Resources for Hoover Board of Education, who, being by me first duly sworn, deposes and says on oath that she has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES on behalf of the Defendant Board of Education and is informed and believes and, upon the basis of such information and belief, avers that the facts alleged therein are true and correct.

  
\_\_\_\_\_  
Mary Veal  
Director of Human Resources

Given under my hand and official seal this 9<sup>th</sup> day of June,  
2015.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires. MY COMMISSION EXPIRES 01/18/2016

6/15/15  
10:10 AM  
Notary Public  
Carolyn Lanzi

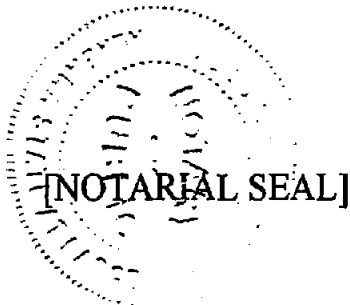
**VERIFICATION**

STATE OF ALABAMA                     )  
  :  
Jefferson COUNTY                    )

Before me, a notary public in and for said county in said state, personally appeared Carol Barber, a defendant in this action, who, being by me first duly sworn, deposes and says on oath that she has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES and for those responses attributed to her, is informed and believes and, upon the basis of such information and belief, avers that the facts are true and correct.

Carol Barber  
Carol Barber

Given under my hand and official seal this 9<sup>th</sup> day of June,  
2015.




Deborah L. Drake  
Notary Public

My commission expires: 6-29-2015

VERIFICATION

STATE OF ALABAMA )  
 )  
Autauga COUNTY )

Before me, a notary public in and for said county in said state, personally appeared Andy Craig, a defendant in this action, who, being by me first duly sworn, deposes and says on oath that he has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES and for those responses attributed to him, is informed and believes and, upon the basis of such information and belief, avers that the facts are true and correct.

  
\_\_\_\_\_  
Andy Craig

Given under my hand and official seal this 25<sup>th</sup> day of June 2015,  
2015.

Elaine Ehrlich Kirkpatrick  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/11/16



## VERIFICATION

STATE OF ALABAMA )  
 )  
 :  
 \_\_\_\_\_ COUNTY )

Before me, a notary public in and for said county in said state, personally appeared Mary Veal, whose name as Director of Human Resources for Hoover Board of Education, who, being by me first duly sworn, deposes and says on oath that she has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES on behalf of the Defendant Board of Education and is informed and believes and, upon the basis of such information and belief, avers that the facts alleged therein are true and correct.

Mary Veal  
Director of Human Resources

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**VERIFICATION**

STATE OF ALABAMA                     )  
   :  
\_\_\_\_\_ COUNTY                     )

Before me, a notary public in and for said county in said state, personally appeared Carol Barber, a defendant in this action, who, being by me first duly sworn, deposes and says on oath that she has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES and for those responses attributed to her, is informed and believes and, upon the basis of such information and belief, avers that the facts are true and correct.

\_\_\_\_\_  
Carol Barber

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

## VERIFICATION

STATE OF ALABAMA )  
 :  
 \_\_\_\_\_ COUNTY )

Before me, a notary public in and for said county in said state, personally appeared Andy Craig, a defendant in this action, who, being by me first duly sworn, deposes and says on oath that he has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES and for those responses attributed to him, is informed and believes and, upon the basis of such information and belief, avers that the facts are true and correct.

**Andy Craig**

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

**Notary Public**


[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**VERIFICATION**

STATE OF ALABAMA                     )  
  :  
Autauga COUNTY                     )

Before me, a notary public in and for said county in said state, personally appeared Andy Craig, a defendant in this action, who, being by me first duly sworn, deposes and says on oath that he has read the foregoing DEFENDANTS' RESPONSES TO PLAINTIFF'S INTERROGATORIES and for those responses attributed to him, is informed and believes and, upon the basis of such information and belief, avers that the facts are true and correct.

  
\_\_\_\_\_  
Andy Craig

Given under my hand and official seal this 25<sup>th</sup> day of June 2015,  
2015.

Elaine Echelich Kirkpatrick  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/11/16

CERTIFICATE OF SERVICE

I hereby certify that I have this date served the above and foregoing pleading on:

Kevin W. Jent  
WIGGINS, CHILDS, PANTAZIS, FISHER & GOLDFARB, LLC  
The Kress Building  
301 19th Street North  
Birmingham, AL 35203

by electronic mail and by placing a copy of same in the United States Mail, first-class postage prepaid and addressed to his regular mailing address, on this 8th day of June, 2015.

s/Anne R. Yuengert

OF COUNSEL

**PLAINTIFF'S  
EXHIBIT****Hoover City Schools  
Conference Summary and Future Plan of Action**

16

**Conference Summary**

On April 12, 2012 Mary Veal and Carol Barber met with Dr. Fancher, Principal of Bluff Park Elementary School, at Central Office to review and discuss several issues which had been brought to the attention of central office personnel by various stakeholders. The following concerns were discussed at the meeting on April 12, 2012.

- Delegation of principal responsibilities to other staff members; such as having office personnel handle discipline
- Over dependency by principal on other school personnel
- Communication and relationship problems with students, parents, and community; parents will bring problems to other school personnel and expect them to communicate their issues to principal; principal does not know students; principal does not know parents (except PTO Board and other important community members)
- Inappropriate comments by principal in the work place environment
- When confronted with problems or challenges, principal loses temper; retaliation occurs; repercussions follow person who presented the challenge
- Unprofessional appearance by principal

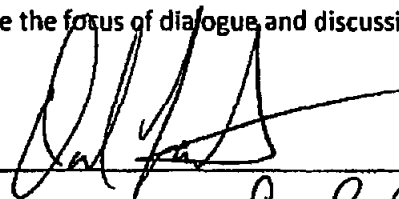
Each of the above concerns were reviewed and discussed with Dr. Fancher. At the conference on April 12, Dr. Fancher indicated that he felt the concerns expressed were possibly misconstrued by people and possibly some miscommunication and misunderstandings had occurred. Dr. Fancher indicated a desire to change these perceptions and agreed to consciously demonstrate personal practices and behaviors that will assist in a change in how people perceive the above concerns/issues. It was noted that during the 2<sup>nd</sup> semester of the 2012-2013 school year, Dr. Fancher missed 22 days of work due to serious medical/health issues. These absences and health concerns may have generated and/or contributed to some of the concerns that have been expressed.

**Future Plans**

- Dr. Fancher, the Director of Human Resources, and the Assistant Superintendent will meet at least one time during each quarter of the 2012-2013 school year to review current practices and on-going issues of concern
- Dr. Fancher will provide the Assistant Superintendent with a written plan of action to address the above concerns
- The above plan will be the focus of dialogue and discussion during the quarterly meetings

Signatures:

Dr. David Fancher, Principal:



Date:

7/30/12

Mrs. Carol Barber, Assistant Superintendent:



Date:

7/30/12



**PLAINTIFF'S  
EXHIBIT**



**July 27, 2012**

**To: Carol Barber  
From David Fancher**

**Re: Conversation of April 12<sup>th</sup>**

**In response to the concerns raised in the April 12<sup>th</sup> conversation, I have or will take the following actions;**

**I have met with office staff and discussed our need to be 'customer friendly'. At the opening faculty meeting I will review the accounting procedures that are established by the Board of Education. I also will be taking charge of the professional development paperwork to insure that it is correct before being submitted to the bookkeeper. I have inserted myself between PTO and the office in any conversations that does not involve me. I will also hold a pre-meeting with the PTO President before committee meetings. I have also reminded the front desk staff that they have no role in discipline. I wear a walk talkie so that I can be reached at any time. I will continue to monitor and discuss this situation with staff.**

**As I do with the fifth grade parents prior to their field trip to Dauphin Island, I will provide my cell number to parents in other grades. This will enable parents to reach me at any time. I will continue to greet all parents that come to school and make notes to assist me in remembering their name and details about them. I will also spend more time in classrooms to become familiar with students that I do not meet in the usual course of the day. I also plan to create a rotation pattern with classes to eat with them in the lunchroom in a more social setting.**

**In order to eliminate any misunderstandings about what I have said, I will choose my words more carefully. I will also reduce the amount of humor that I include when talking with groups to make sure no one misunderstands or is offended by what I have said. I feel that the interpretation of humor from your own personnel perspective is where these misunderstandings could be occurring.**

**At one point many years ago, I would become angry over some situations. I felt that I had addressed this and that was no longer an issue. I will be aware that there are concerns about this and pay more attention to my responses to individuals and groups. I will also review books that deal with controlling your anger in stressful situations.**

**I welcome any other ideas or suggestions that you, Mr. Craig or Mrs. Veal may have. If you feel there is a concern, please bring it to my attention before the quarterly meetings.**

**PLAINTIFF'S  
EXHIBIT**

**PRINCIPAL EMPLOYMENT CONTRACT**

18

This Contract is made by and between the Hoover City Board of Education located in the State of Alabama (hereinafter referred to as "the Board"), and CHRIS SHAW (hereinafter referred to as "the Contract Principal").

Witnesseth: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 29th day of April 2010, the Board hereby agrees to employ the Contract Principal, and the Contract Principal hereby agrees to accept such employment, subject to the following terms and conditions:

**Section 1: Term of Contract.** Pursuant to Ala. Code § 16-24B-3(a) Contract Principal, Contract Principal shall be employed for a three-year period on the condition that Contract Principal is certified for the position as required by Ala. Code § 16-24B-2(2). The three-year period of employment shall begin on July 1, 2010 and end June 30, 2013.

**Section 2. Salary.**

(a) In consideration of an annual salary of \$<sup>Redacted</sup> for 12 months/260 days per year and of further agreements and consideration hereinafter stated, the Contract Principal agrees to use his best efforts to perform faithfully the duties of a Contract Principal for the Board and to abide by the rules, regulations and policies promulgated by the Board before or during the term of this Contract. The annual salary shall be paid in twelve equal installments.

(b) In any year in which the Alabama Legislature enacts a pay raise for all public school teachers, the Contract Principal's salary will increase in accordance with the terms of the legislation and any subsequent action taken by the Board in response to that legislation.

(c) Any upward adjustment in salary during the term of this contract shall not

constitute a new contract or an extension of this contract.

(d) The Board will contribute \$<sup>Redacted</sup> per month to a tax deferred plan of the Contract Principal's choice over the life of this agreement.

**Section 3. Professional Status.** The Contract Principal affirms that throughout the term of this Contract he will hold a valid and appropriate certificate to act as a Contract Principal of Schools in the State of Alabama.

**Section 4. Contract Principal's Duties.** The Contract Principal shall perform in a timely manner all duties delegated or assigned to the Contract Principal by federal, state, and local laws, policies, and regulations, by the Board, or by its Superintendent of Education (hereinafter referred to as "the Superintendent").

**Section 5. Transfer.** The Board, upon the written recommendation of the Superintendent, is authorized to transfer the Contract Principal without loss of salary to any other administrative position in the school system.

**Section 6. Cancellation.**

The Board, in accordance with Ala. Code § 16-24B-3, may cancel the ~~Employment Contract:~~

(a) During the three-year contract term, the contract may be cancelled for: (1) immorality, (2) insubordination, (3) neglect of duty, (4) conviction of a felony or crime involving moral turpitude, (5) failure to fulfill the Contract Principal's duties as defined by law, (6) willful failure to comply with Board policy, (7) justifiable decrease in the number of positions due to decreased enrollment or decrease in funding, (8) failure to maintain a current certificate, and (9) failure to perform duties in a satisfactory manner, (10) incompetency, or (11) other good and just cause. At the end of the three-year contract term, the Superintendent and

Board may choose not to offer a new, renewed or extended contract to the Contract Principal, by a vote made at least 90 days before the end of the three-year contract term. The recommendation of the Superintendent shall be written notice of the decision of the Superintendent and shall contain the reason for his or her decision to non-renew. The decision may be based on any reason except personal or political reasons. No hearing shall be required by the Board if such non-renewal occurs.

(b) Cancellation of this contract shall be in accordance with the Teacher Accountability Act, Ala. Code § 16-24B-1, *et seq.* A copy of the Teacher Accountability Act is attached to this contract as Appendix A.

(c) The Contract Principal shall give the Superintendent 90 days written notice of his/her intent to cancel this Contract. Notice shall be served by certified mail, return receipt requested, or by personal service, and by no other means.

#### **Section 7. Contract Non-Renewal.**

(a) The Contract Principal shall give the Superintendent at least 90 days' written notice of his intent not to seek renewal of the contract. Notice shall be served by certified mail, return receipt requested, or by personal service.

(b) Should the Board and Contract Principal agree to renew the contract but fail to execute a new contract prior to the expiration of the current contract, the terms and agreements herein shall continue to bind the parties until such time as a new contract can be executed.

(c) If the Contract Principal contends that the Board's decision not to renew his contract was made for personal or political reasons, and appeals the decision to non-renew, the losing party to that appeal shall be liable for the prevailing party's attorney's fees, costs, and expenses for the appeal, including the cost of the mediator.

**Section 8. Evaluation.** The Contract Principal shall be evaluated annually according to the process defined by the State Board of Education. The Contract Principal agrees to participate in the evaluation process and to complete any professional development plan resulting from the evaluation process. The failure of the Superintendent to ensure the Contract Principal is evaluated shall result in a one-year extension of this contract, for no more than a total of three years.

**Section 9. Benefits.** The Contract Principal shall receive all benefits of employment that the Board grants across the board to all other certificated employees.

**Section 10. Background Check.** Pursuant to state law and regulations, the Board is required to conduct a criminal background check on all new employees with unsupervised access to children. Failure to disclose a criminal conviction shall be considered a material breach of this contract.

**Section 11. Professional Liability.** The Board will include the principal as a covered person in the liability coverage obtained by the Board subject to the terms, limitations and exclusions of said coverage.

**Section 12. Amendment, Modification, or Waiver.** This Contract shall not be amended, modified, or waived except in writing authorized, agreed upon, and executed by the Contract Principal and the Board, upon the written recommendation of the Superintendent.

**Section 13. Severability.** If during the term of this Contract it is found that part of the Contract is illegal and must be severed from the Contract, the remainder of the Contract shall remain in force, unless the severance causes the remainder of the Contract to fail in its essential purpose.

**Section 14. Choice of Law.** This Contract shall be construed and enforced by the

substantive laws of the State of Alabama.

**Section 15. Interpretation of Agreement.** No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or being deemed to have, structured, dictated, or drafted that provision.

**Section 16. Headings.** The section headings in this Contract are entirely editorial, and in no way substantive. They do not create, enlarge, or diminish the rights and duties of the parties to this Contract.

**Section 17. Other Agreements or Understandings.** Provisions of this Contract, and any changes made pursuant to Section 12, above, supersede any previous agreements or understandings between the parties - whether oral or in writing - and will control in the event of a conflict with any other agreement or understanding that the parties may enter in to.

**Section 18. Counterparts.** This Contract may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.

**Section 19. Advice of Counsel.** The parties to this Contract represent that they have signed it (1) after ample, full, and mature deliberation, (2) with full authority to do so, (3) after having read the contract and had the opportunity to freely discuss it with counsel and any other advisor of each party's choice, and (4) that they are signing it voluntarily and fully aware of its contents and meaning.



Board of Education

Ronald A. Braswell  
Earl A. Cooper  
Donna C. Frazier  
Paullette R. Pearson  
William G. Veitch

Andy Craig  
Superintendent



**HOOVER  
CITY SCHOOLS**  
2810 METROPOLITAN WAY  
HOOVER, ALABAMA 35243  
(205) 439-1000

**PLAINTIFF'S  
EXHIBIT**

19

February 24, 2012

Mr. Chris Shaw  
453 Eaton Road  
Birmingham, AL 35242

Dear Mr. Shaw:

This letter is to notify you that the board voted on February 22, 2012 to approve my recommendation to transfer you from Principal at Spain Park High School to Planning Director at Central Office effective February 29, 2012.

Thank you for all your work for our school system and our students.

Sincerely,

Andy Craig  
Superintendent

cl

9690

**HOOVER CITY SCHOOLS  
PERSONNEL RECOMMENDATION FORM**

Office Use Only:  
☒ HR Secretary  
☒ HRA/INOW  
☒ ABSOP  
☒ Payroll

Employee Name Shaw Chris SS# \_\_\_\_\_ DOB: \_\_\_\_\_  
 Last First Middle (Check carefully)  
 Street Address 453 Eaton Rd. City Bham Zip 35242  
 Phone \_\_\_\_\_ Email Address \_\_\_\_\_

## Check applicable boxes:

## Certified ONLY:

- ☐ Has completed an Online Application  
☐ References have been checked  
☐ Has completed a background check in Alabama (if known)

- ☐ Certified in Alabama  
☐ Certified Out of State  
☐ Applying for Alabama Certification

SCHOOL/DEPARTMENT Central Office  
 POSITION Planning Director SUBJECT/GRADE \_\_\_\_\_  
 EFFECTIVE DATE OF PERSONNEL ACTION 2-22-2012

EMPLOYMENT Replacing \_\_\_\_\_ OR New Position \_\_\_\_\_ One Year Only \_\_\_\_\_ End of Year Only \_\_\_\_\_

RESIGNATION \_\_\_\_\_ Personal \_\_\_\_\_ Other Employment \_\_\_\_\_ Retirement \_\_\_\_\_ Relocation (Attach employee letter of resignation)

TERMINATION / NON-RENEWAL \_\_\_\_\_

REASSIGNMENT IN SAME SCHOOL From \_\_\_\_\_ To \_\_\_\_\_  
 (Position) (Position)

☒ TRANSFER From Principal At Spain Park High  
 (Position) (School/Department)  
 To Planning Director At Central Office  
 (Position) (School/Department)  
 Replacing \_\_\_\_\_ OR ☒ New Position \_\_\_\_\_ Transfer of Unit \_\_\_\_\_  
☐ Tenured/Non-Probationary (NP)  
☐ Non-tenured/Probationary  
☐ If tenured/NP and transfer is outside of high school feeder and INVOLUNTARY, check here

LEAVE OF ABSENCE (Attach employee letter with beginning/ending dates of leave request and physician's certification form)

Medical \_\_\_\_\_ Maternity/Paternity \_\_\_\_\_ Other (Superintendent Approval Required) \_\_\_\_\_

Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

LONG-TERM SUBSTITUTE Replacing \_\_\_\_\_ Position \_\_\_\_\_

Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

CHANGE OF STATUS \_\_\_\_\_  
 (Salary, leave of absence dates, position status, etc.)

RESCIND PERSONNEL ACTION \_\_\_\_\_

OTHER Chris Li  
 Signature of Person Submitting Recommendation \_\_\_\_\_ Date \_\_\_\_\_

Information in this box will be completed by Central Office personnel.

## Notes

## Payroll Information

Date of Approved Board Action 2-22-12

Approved by Mary Neal

Date 2-22-12

no change in salary at this time

Litaker v. Hoover

Produced by Defendants  
00941

PLAINTIFF'S  
EXHIBIT

20

June 19, 2012

Mr. Craig,

Please accept this letter of resignation effective July 1, 2012. I have accepted the principal position at Northview High School which is part of the Dothan City School System. It has been a pleasure working with you and the Hoover City School System.

Sincerely,



Chris Shaw

Board of Education

Earl A. Cooper  
Donna C. Frazier  
Derrick M. Murphy  
Paulette R. Pearson  
Stephen D. Presley

Andy Craig  
Superintendent



**HOOVER  
CITY SCHOOLS**

2810 METROPOLITAN WAY  
HOOVER, ALABAMA 35243  
(205) 439 1000

**PLAINTIFF'S  
EXHIBIT**

21

May 31, 2013

Mr. Bob Lawry  
1464 Eden Ridge Drive  
Hoover, AL 35244

Dear Mr. Lawry:

This is to notify you that the Hoover City Board of Education intends to transfer you from Principal at South Shades Crest Elementary School to Student Services Specialist at Student Services effective July 1, 2013.

I believe that this arrangement will most effectively use your experience and be most beneficial to our students. If you have any questions about this action, please call me and I will be happy to discuss it with you.

Thank you for all your work for our school system and our students.

Sincerely,

Andy Craig  
Superintendent

cl

*Learning for Life*

PLAINTIFF'S  
EXHIBIT

22

From the Desk of:

ANDY CRAIG

Bob Lowry -

AC/A A step K

---

Steve - please  
place Bob on  
the above. It's  
closest to his  
current salary  
I assume.  
Mangy

Eff. 7/1/13