

Exhibit 6

Page 1	Page 3
<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 MARY VEAL</p> <p>21 JULY 30, 2015</p> <p>22 9:00 A.M.</p> <p>23</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>
Page 2	Page 4
<p>1 STIPULATIONS</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 MARY VEAL 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 &</p> <p>8 Goldfarb, LLC, The Kress Building, 301 19th</p> <p>9 Street North, Birmingham, Alabama 35203, on the</p> <p>10 30th day of July, 2015, at approximately 9:00</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>1 INDEX</p> <p>2</p> <p>3 EXAMINATION BY: PAGE NUMBER:</p> <p>4 Mr. Jent 7</p> <p>5 Ms. Yuengert 131</p> <p>6 Mr. Jent 135</p> <p>7 Ms. Yuengert 138</p> <p>8</p> <p>9 EXHIBITS</p> <p>10</p> <p>11 PLAINTIFF'S EXHIBIT NO: PAGE NUMBER:</p> <p>12 23 - Deposition Notice 11</p> <p>13 24 - Response 11</p> <p>14 25 - Timeline 34</p> <p>15 26 - Meeting Notes 42</p> <p>16 27 - E-Mails 120</p> <p>17 28 - Notes 121</p> <p>18 29 - Notes 123</p> <p>19 30 - Notes 135</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p>

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1 A P P E A R A N C E S

2

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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 and Robin Litaker

22

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 9:00

10 a.m., MARY VEAL, witness in the above cause, for

11 oral examination, whereupon the following

12 proceedings were had:

13

14 MARY VEAL,

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: Do you want to read

21 and sign your transcript? You can -- after

22 she's finished transcribing your testimony, she

23 can send it to you. If you find a missed

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1 transcription, if there's something that's not

2 correct, you're allowed to correct that. It's

3 entirely up to you. Witnesses sometimes want

4 to. Sometimes they don't.

5 THE WITNESS: I prefer to, I guess.

6 MS. YUENGERT: Okay. She'll read and

7 sign.

8 EXAMINATION

9 BY MR. JENT:

10 Q. Ms. Veal, can you state your name for

11 the record, please?

12 A. Mary Veal.

13 Q. Ms. Veal, my name is Kevin Jent.

14 We've met a couple of times in these depositions

15 already. I'm the attorney for Robin Litaker in

16 the claim that she's filed. I'm here to take

17 your deposition today. Have you ever given a

18 deposition before?

19 A. Yes.

20 Q. How many times?

21 A. One.

22 Q. Related to your employment at Hoover?

23 A. No. Chinese drywall, a home, our

Page 8

1 house.

2 Q. We had some of those cases. I

3 didn't, but --

4 A. As a matter of fact, I missed my

5 husband's. He was deposed yesterday.

6 Q. Okay. I don't know if it will be

7 anything like that. It will be a little bit

8 different, I think, but the same basic rules

9 apply. If you will -- if you need a break at

10 any time, let me know, and we'll take a break.

11 If you don't understand my question,

12 please ask me to repeat it, rephrase it, define

13 something, so that we're on the same page, okay?

14 Otherwise, if you answer, I'm going to assume

15 you understood unless you tell me otherwise.

16 Okay?

17 A. Understood, yes.

18 Q. And you have to answer like you did

19 then, verbally, yes, no, maybe, whatever your

20 answer is.

21 A. Because she can't take a nod of a

22 head.

23 Q. She can't. So you've done it

Page 9	Page 11
<p>1 recently. And if you will wait to let me finish 2 my question before you answer, I will wait until 3 you finish your answer before I ask another 4 question, okay? Because she can't get that very 5 good either.</p> <p>6 A. Yes.</p> <p>7 Q. Where are you currently employed?</p> <p>8 A. Hoover City Schools.</p> <p>9 Q. How long have you been at Hoover?</p> <p>10 A. In this position?</p> <p>11 Q. Just total.</p> <p>12 A. I've been in HR eight and a half 13 years. I was school improvement specialist 14 prior to that. School counselor, assistant 15 principal for four years and teacher for an 16 additional year. I don't know what that total 17 is.</p> <p>18 Q. What was the one before HR?</p> <p>19 A. School improvement specialist.</p> <p>20 Q. Was that at the board?</p> <p>21 A. At the board.</p> <p>22 Q. And what's your current position?</p> <p>23 A. Director of Human Resources.</p>	<p>1 A. In those three areas, elementary Ed, 2 school counseling, and public school 3 administration.</p> <p>4 Q. I'm going to show you what I'll mark 5 as Exhibit 23. We're going to go continuous in 6 the exhibits we used yesterday, okay? And this 7 is a notice of deposition. Have you seen this 8 before?</p> <p>9 A. Yes.</p> <p>10 (Plaintiff's Exhibit No. 23 was 11 marked for identification.)</p> <p>12 Q. And it's your understanding you're 13 here being designated as a representative for 14 Hoover on certain topics, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And I have the Hoover -- I have your 17 response, which sets out objections and what 18 you're designated to testify to. I'll mark it 19 as Exhibit 24. Have you seen that before?</p> <p>20 A. Yes.</p> <p>21 (Plaintiff's Exhibit No. 24 was 22 marked for identification.)</p> <p>23 Q. Okay. And are you here to testify on</p>
<p>1 Q. And how long have you been the 2 director?</p> <p>3 A. Eight and a half.</p> <p>4 Q. You taught one year. What did you 5 teach?</p> <p>6 A. Third grade.</p> <p>7 Q. And where were you assistant 8 principal?</p> <p>9 A. Green Valley, Rocky Ridge, and then 10 at Homewood High School, I was assistant 11 principal in '05/'06.</p> <p>12 Q. And where were you a counselor?</p> <p>13 A. Counselor at Shelby County schools 14 from '92 to 2000.</p> <p>15 Q. Okay.</p> <p>16 A. And Deer Valley 2001 through 2005.</p> <p>17 Q. Okay. And what's your educational 18 background?</p> <p>19 A. Bachelor's in elementary education, 20 master's in school counseling, and did an add on 21 for administration.</p> <p>22 Q. Do you hold any certifications, 23 professional certifications?</p>	<p>1 behalf of the school board as to the topics 2 you're designated to in that, Exhibit 24?</p> <p>3 A. Yes.</p> <p>4 Q. All right.</p> <p>5 MR. JENT: I didn't bring an extra 6 copy of the response. Sorry.</p> <p>7 MS. YUENGERT: That's okay.</p> <p>8 Q. I want you to look at -- these are 9 the exhibits from yesterday, so we'll refer to 10 some of these, too, okay?</p> <p>11 A. Uh-huh (positive response).</p> <p>12 Q. Exhibit 1, this organizational chart, 13 is that -- do you recognize that as an 14 organizational chart for Hoover City Schools?</p> <p>15 A. Yes.</p> <p>16 Q. And it's my understanding that you -- 17 your position would be here as Director of Human 18 Resources reporting to the superintendent, 19 correct?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And you were in that position 22 in 2010 through 2013, correct?</p> <p>23 A. Yes.</p>

<p style="text-align: right;">Page 13</p> <p>1 MS. YUENGERT: And, Kevin, there 2 might be things about this org chart that 3 aren't -- 4 MR. JENT: That aren't the same? 5 MS. YUENGERT: Aren't the same or 6 aren't correct. I don't know if they affect 7 anything that you're interested in, but just to 8 let you know. 9 MR. JENT: That's fine. I'm just 10 trying to get a lay of the land. 11 MS. YUENGERT: Sure. 12 Q. Let me ask this: Are there org 13 charts that go beyond this organizational chart? 14 A. Yes. I know that there is one that 15 is submitted to the state for some kind of 16 fiscal accountability report. The one that was 17 on file included some personnel that are no 18 longer with the system. 19 Q. Okay. Would the one submitted with 20 the state, would it include positions under some 21 of these director positions, or -- 22 A. Possibly. I would have to review it. 23 Q. Okay. And does Hoover maintain</p>	<p style="text-align: right;">Page 15</p> <p>1 position at that time? 2 A. Yes. 3 Q. And she worked under -- if you look 4 at Exhibit 3 and 4. Exhibit 3 is a probationary 5 contract? 6 A. Yes. 7 Q. And Exhibit 4 is just an employment 8 contract. What is your understanding of the 9 probationary contract? What does the 10 probationary mean in that contract? 11 A. Under the contract principal law, if 12 you have never been a principal prior, you are 13 given a probationary. That's typically two 14 years. 15 Q. Okay. 16 A. Some of the terms may vary. Once 17 you've been a principal and you're recommended 18 for hire or you're renewed after probationary, 19 then you go to a three-year contract principal. 20 Q. And as HR director, do you draft 21 these contracts? 22 A. Our board attorney does. 23 Q. And then once the probationary period</p>
<p style="text-align: right;">Page 14</p> <p>1 copies of job postings for positions that come 2 available? 3 A. Yes. They are all retained with the 4 state's online application system. 5 Q. And who creates the job postings? 6 A. HR typically will be the one that 7 does the posting. 8 Q. Okay. 9 A. And retains copies of job 10 descriptions. They are posted after 11 superintendent recommendation for approval. 12 Q. Okay. And if you'll keep these maybe 13 put these in front of you, and we'll go through 14 them. 15 A. Okay. Do you need 23 back -- 16 Q. You can put it on the back of the 17 stack if you want to. Exhibit 2 is a letter 18 dated May 26th, 2010 acknowledging that Ms. 19 Litaker was being transferred to the principal's 20 position at Trace Crossings effective July 1st, 21 2010? 22 A. Yes, sir. 23 Q. And you're aware that she was in that</p>	<p style="text-align: right;">Page 16</p> <p>1 ends, the school system decides whether or not 2 to offer the principal another contract? 3 A. Yes. 4 Q. And that contract would not be 5 probationary? 6 A. Correct. 7 Q. I guess, what is the -- the contract 8 in Exhibit 4 is for a three-year term, correct? 9 A. Yes. 10 Q. Is there a renewal provision in that 11 contract? 12 A. You have to be notified forty-five 13 days in advance of the expiration. 14 Q. And that's different than the 15 probationary contract? Do you know? 16 A. I might need to review that. I 17 recall that there's a slightly different -- the 18 board may terminate the probationary contract 19 principal contract at the end of the 20 probationary period for any reason without a 21 stated reason. It does not have the forty-five 22 day. 23 Q. And under the probationary in that</p>

<p style="text-align: right;">Page 17</p> <p>1 same paragraph you were reading, if the contract 2 is terminated prior to the end of the contract 3 -- no. Never mind. I'm reading that wrong. 4 There's no hearing for a probationary principal 5 if they are terminated at the end of the 6 probationary term? 7 A. That's correct. 8 Q. There is a hearing under the 9 principal contract in Exhibit 4 available if 10 it's terminated? 11 MS. YUENGERT: I object to the form. 12 Where are you looking? 13 A. No hearing shall be required. 14 Q. If it's terminated -- if it's not 15 renewed? 16 A. Correct. 17 MS. YUENGERT: And where are you 18 referring? 19 A. Page 3 of 6. 20 Q. But this requires ninety days written 21 notice in this contract? 22 A. But you have to be notified ninety 23 days in advance.</p>	<p style="text-align: right;">Page 19</p> <p>1 vote made at least ninety days before the end of 2 the three-year contract term, correct? 3 A. Uh-huh (positive response), that's 4 correct. 5 Q. And that vote is by the board? 6 A. Yes. 7 Q. Okay. The recommendation of the 8 superintendent shall be written notice of the 9 decision of the superintendent and shall contain 10 the decision -- the reason for his decision to 11 non renew. That's also different from what the 12 probationary contract has, correct? 13 A. Correct. 14 Q. Okay. And the decision may be based 15 on any reason except personal or political 16 reasons. And then no hearing shall be required 17 by the board if such non-renewal occurs. 18 And I just want to know, in your role 19 as HR director, do you know what that is 20 referring to when it says based on any reason 21 except personal reasons? I'm not asking for a 22 legal -- I just want to know in your role as HR 23 director, do you know what that's referring to?</p>
<p style="text-align: right;">Page 18</p> <p>1 Q. Okay. 2 MS. YUENGERT: And Kevin, I'm just 3 going to point out, that's the cancellation 4 provision. 5 MR. JENT: The contract non-renewal 6 is on the middle of Page 3. 7 MS. YUENGERT: Right, but what she's 8 referring -- 9 MR. JENT: What she referred to? 10 MS. YUENGERT: What she's referring 11 to is the cancellation provision, correct? 12 THE WITNESS: Yes. 13 MS. YUENGERT: And I wasn't sure that 14 that was what your question was about. You 15 originally talked about non-renewal. 16 MR. JENT: Right. Non-renewal first, 17 yes. 18 Q. Well, just to clarify, the way it 19 reads at the bottom of Page 2 under the 20 cancellation provision, it says: At the end of 21 the three-year contract term, the superintendent 22 may choose not to offer a new, renewed or 23 extended contract to the contract principal by a</p>	<p style="text-align: right;">Page 20</p> <p>1 A. Where are you? 2 MS. YUENGERT: Page 3 of 6 right 3 here, the decision may be based on any reason 4 except personal or political. 5 Q. And my first question is about 6 personal reasons. Do you know what that's 7 referring to? 8 A. That the -- they would not be doing 9 it for anything outside of the -- of a personal 10 -- well, I mean personal or political. I guess 11 things unassociated with their job performance. 12 Q. Okay. Is a hearing allowed if the 13 contract is terminated in the middle of the 14 three-year period? 15 MS. YUENGERT: Are you saying does 16 the contract -- does this contract provide for a 17 hearing if it's terminated in the middle of the 18 period? 19 MR. JENT: Yes. 20 MS. YUENGERT: Okay. 21 A. I would have to review the Teacher 22 Accountability Act referenced. 23 Q. So that should tell us? That's where</p>

<p style="text-align: right;">Page 21</p> <p>1 that provision would be, typically, in the 2 Teacher Accountability Act? 3 A. Yes. 4 Q. Okay. I won't make you review that 5 today. Look at the section on Page 2 about 6 transfer. It says: The board, upon written 7 recommendation of the superintendent, is 8 authorized to transfer the contract principal 9 without loss of salary to any other 10 administrative position in the school system. 11 Is there any other provision in this 12 contract that governs transfer of a contract 13 principal who has signed this contract? 14 A. Is there anything else related to the 15 transfer? 16 Q. Yes. 17 A. Not that I'm aware of. 18 Q. Is there any other way to transfer a 19 contract principal in the Hoover system other 20 than upon a written recommendation of the 21 superintendent? 22 MS. YUENGERT: Object to the form. 23 You can answer.</p>	<p style="text-align: right;">Page 23</p> <p>1 What would be considered the administrative 2 positions that this would apply to in the 3 system. 4 A. It could be any regarding a local 5 school administrative position, a district 6 position that requires management supervision 7 duties. 8 Q. And the local school administrative 9 positions, at most schools, what are those? 10 A. Principal, assistant principal. 11 We've had associate principals. 12 Q. And what type of positions at the, 13 maybe not specific positions, but what type of 14 positions at the district office would that 15 apply to? 16 A. There would be a wide range under the 17 curriculum area, student services, human 18 resources, finance, CNP. 19 Q. And did you say that those positions 20 would have to have some sort of supervision 21 component? They would have to be supervising 22 employees? 23 A. Typically, an administrative</p>
<p style="text-align: right;">Page 22</p> <p>1 A. Not that I'm aware of. 2 Q. And does the board have to vote on 3 that? 4 A. Under the principal contract law that 5 I have reviewed, it does not reference whether 6 it requires board approval. 7 Q. Okay. And what principal contract 8 law have you reviewed to base that on? 9 A. I wouldn't know the section 10 necessarily, but in just past -- it's a poorly 11 written law. I'll just say that. It's poorly 12 written because there are many gaps such as that 13 that are not addressed. But I have been unable 14 to find where the board approval is required. 15 Q. Okay. But the contract itself says 16 the board is the one that's authorized to 17 transfer the principal, correct? 18 A. Yes. 19 Q. Okay. 20 A. Upon written recommendation of the 21 superintendent. 22 Q. And it says without loss of salary to 23 any other administrative position in the system.</p>	<p style="text-align: right;">Page 24</p> <p>1 position, you would have some type of leadership 2 responsibilities. 3 Q. Okay. And this Exhibit 4, the 2012 4 contract for Ms. Litaker, that was never 5 canceled by the school board, was it? 6 A. No, not to my knowledge. 7 Q. She submitted a resignation and 8 retirement, correct? 9 A. Yes. 10 Q. Was Ms. Litaker transferred out of 11 the Trace Crossings school principal position? 12 A. She was moved to the central office 13 during the November/December range of time. 14 From my understanding and recollection, Mr. 15 Craig was evaluating opportunities where Ms. 16 Litaker would be suitable and successful. 17 Q. Okay. You said she was moved. Is 18 that different than being transferred? 19 A. From my understanding, under the 20 circumstances, they were evaluating the 21 situation at Trace Crossings and assessing, and 22 because there was not an available position open 23 at the time, Mr. Craig was trying to identify a</p>

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1 position that he felt Ms. Litaker would like to
2 pursue. And because it was kind of a temporary
3 assessment phase, and staffing had not occurred
4 where budgets were reviewed, which typically
5 occur in April or May, from my understanding, he
6 was waiting until there was a time frame for
7 certain positions to be analyzed.
8 Q. Was that communicated to Ms. Litaker?
9 A. I can't -- I do not know.
10 Q. How did -- where did you get your
11 understanding of that?
12 A. Basically from discussions with Mr.
13 Craig, Dr. Dodson.
14 Q. Anyone else?
15 A. Possibly Ms. Green.
16 Q. And that's Ron Dodson and Melody
17 Green?
18 A. Uh-huh (positive response).
19 MS. YUENGERT: You have to say yes.
20 A. Yes.
21 Q. Dr. Dodson is the curriculum
22 director?
23 A. Assistant superintendent of

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1 curriculum.
2 Q. And what was Ms. Green's role and
3 what is her role, if she has a different --
4 A. Assistant superintendent of
5 administrative services.
6 Q. That's the position Ms. Barber
7 formerly held, correct?
8 A. Correct, but during that time, she
9 was there on a six-month basis, in a temporary
10 position.
11 Q. Okay. What was Ms. Litaker when she
12 was moved out of -- well, let me ask this first:
13 Was there ever a personnel action form completed
14 noting that she had been -- Ms. Litaker had been
15 moved out of the Trace Crossings school?
16 A. No.
17 Q. Is that typical at Hoover?
18 A. If there is a posting of a position
19 and a position exists, a personnel rec is always
20 done. From my understanding, Mr. Craig wanted
21 to assess what duties that might correlate with
22 Ms. Litaker's strengths, and because it was mid
23 year and there was not an FTE or a unit

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1 available, those things were being analyzed.
2 Q. Okay. Do you have any knowledge as
3 to what Mr. Craig was looking at or basing his
4 assessment on to determine where to put Ms.
5 Litaker?
6 A. I do not.
7 Q. Who took the planning director
8 position that Chris Shaw was in when he resigned
9 in June of 2012?
10 A. The position was not filled.
11 MS. YUENGERT: I'm sorry, when did
12 you say he resigned?
13 MR. JENT: June of 2012. If you look
14 at Exhibit 20.
15 MS. YUENGERT: Okay.
16 Q. Exhibit 20 is something we looked at
17 yesterday, and it's Mr. Shaw's resignation
18 letter, correct?
19 A. Correct.
20 Q. And it was submitted on June 19th,
21 2012, but it was effective July 1st, 2012,
22 correct?
23 A. Correct.

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1 Q. And it's my understanding that
2 planning director position was created at the
3 same time that Mr. Shaw moved into the position,
4 correct?
5 A. Yes.
6 Q. And he was moved mid -- he was a
7 principal at Spain Park, correct?
8 A. Correct.
9 Q. And he was moved mid contract to this
10 planning director position, correct?
11 A. Correct.
12 Q. And was he actually transferred?
13 A. Yes.
14 Q. Okay. Do you know if a press release
15 was done announcing that transfer to the
16 planning director for Mr. Shaw?
17 A. I'm not aware.
18 Q. Now, as I understand it, Mr. Craig
19 made the decision to transfer or to move Ms.
20 Litaker from the principal position, correct?
21 A. Yes.
22 Q. And he testified yesterday. I'm not
23 sure you were here. I don't remember what part

<p style="text-align: right;">Page 29</p> <p>1 you came in, but he did that based on some input 2 from Ms. Barber and some input from you? 3 A. Yes. 4 Q. What input did you provide Mr. Craig 5 as far as that he might have relied on in making 6 the decision to move Ms. Litaker out of Trace 7 Crossings? 8 A. Majority of the information I shared 9 were the employee complaints that were coming in 10 to HR as well as those from AEA. 11 Q. Okay. What employees do you recall 12 complaining to HR about Ms. Litaker at Trace 13 Crossings? 14 A. By name? 15 Q. Yes. 16 A. Karen Pfeiffer, Aleshia Paige, Rhonda 17 Vines, Stephanie Watson. I had some that either 18 -- Dana Joyner. I had some that contacted me in 19 regards to transfers, Dean Addison, Thom 20 Leinheiser. Ida Collins. That's all I can 21 recall at the moment. 22 Q. What were Ms. Pfeiffer's complaints? 23 Do you recall?</p>	<p style="text-align: right;">Page 31</p> <p>1 A. Yes. 2 Q. And Dana Joyner, was she already 3 there? 4 A. Are you saying prior to Ms. Litaker? 5 Q. Prior to Ms. Litaker coming as 6 principal? 7 A. Yes. 8 Q. What about the transfers, Dean 9 Addison, Tom -- 10 A. Leinheiser. 11 Q. -- Leinheiser and Ida Collins, were 12 they there when Ms. Litaker came? 13 A. Yes. 14 MS. YUENGERT: Object to the form. I 15 don't think she said that Ida came about a 16 transfer. I think she -- 17 A. She did not. I was just naming 18 individuals. 19 Q. Dean Addison and Tom Leinheiser, are 20 they the ones that came about transfers? 21 A. Yes. 22 Q. Ida Collins did not, she came about a 23 separate issue?</p>
<p style="text-align: right;">Page 30</p> <p>1 A. She was concerned about the 2 leadership of the school, things being managed 3 in regards to student discipline. I think she 4 had an individual child that she was very 5 concerned about. She discussed low morale, that 6 teachers were -- there appeared to be a lack of 7 trust, and people were concerned about going to 8 Ms. Litaker. 9 Q. Was Ms. Pfeiffer, was she at Trace 10 Crossings at the time Ms. Litaker became 11 principal? 12 A. Yes. 13 Q. What about Ms. Paige, was she already 14 there when Ms. Litaker became principal? 15 A. Yes. 16 Q. Rhonda? 17 A. Uh-huh (positive response). 18 Q. Was she there when Ms. Litaker became 19 principal? 20 A. Yes. 21 Q. Stephanie Watson? 22 A. Yes. 23 Q. She was already there?</p>	<p style="text-align: right;">Page 32</p> <p>1 A. Yes. And Rhonda Vines and Stephanie 2 Watson came to me regarding transfer requests. 3 Q. Did Mr. Addison or Mr. Leinheiser 4 explain to you about why they wanted a transfer? 5 A. Dean Addison stated that he felt 6 there was low morale in the school, that things 7 were -- that he was unhappy, and it was done via 8 e-mail. And I don't have copies of those. I 9 don't recall. 10 Q. What about Mr. Leinheiser? 11 A. He just expressed his unhappiness 12 with the direction of the school. 13 Q. Were they complaining about Ms. 14 Litaker? 15 A. Mr. Addison, yes. I can't exactly 16 recall Mr. Leinheiser's reasons. 17 Q. What was Ms. Collins' complaint? 18 A. Her complaint was earlier. It was in 19 regards to something with an award in which I 20 think CNP was receiving, and I don't remember 21 all the details but, supposedly, it was 22 something that she would have been recognized, 23 but someone else, I guess, accepted the</p>

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1 recognition.
2 Q. What was her position?
3 A. CNP manager.
4 Q. What is that?
5 A. Child nutrition program, lunchroom
6 manager. Sorry. She also expressed that when
7 she tried to discuss things with Ms. Litaker,
8 that she exhibited a temper and she was
9 concerned about how Ms. Litaker was, you know,
10 trusting her and her performing her job duties
11 as CNP manager.
12 Q. Any of these people that you've
13 listed as complaining about Ms. Litaker, did you
14 discuss those complaints with Ms. Litaker?
15 A. I did not. The only one -- and I
16 failed to list this one, was Julie Kent. But
17 all of those requested confidentiality.
18 Oftentimes I was told, do not take notes or do
19 not share this e-mail because they did not want
20 it to come back. The one with Ms. Kent, she had
21 requested a transfer, and our district nurse,
22 Charlene Young, had contacted me because Ms.
23 Kent complained about having students in the

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1 nurse's station that were there to be monitored
2 for student disciplinary issues, and at that
3 point I did call Ms. Litaker to let her know
4 that that was an issue, and Ms. Kent later
5 reported that she felt like she got in trouble
6 for reporting it. But that's about all I
7 recall.
8 Q. Okay. And the incidents with Ms.
9 Kent, the reports and complaints, those happened
10 in the spring of 2012? Do you recall that?
11 A. That's what I recall.
12 Q. I'll show you what I'll mark as
13 Exhibit 25.
14 (Plaintiff's Exhibit No. 25 was
15 marked for identification.)
16 Q. Well, I don't know if it's spring of
17 -- you tell me. There's not a year on it.
18 Exhibit 25 is from Julie Kent. It's a timeline.
19 It looks like a timeline of April and the first
20 of May. Was that in 2012? Do you recall? Ms.
21 Litaker was removed from Trace Crossings in
22 November of 2012, and she became principal in
23 2010, July of 2010?

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1 A. This would have occurred probably --
2 I think Ms. Kent was there from 2011, 2012. She
3 was there one year.
4 Q. Did you discuss Ms. Kent's concerns
5 with Ms. Litaker?
6 A. I did.
7 Q. But then Ms. Kent left Trace
8 Crossings at that point?
9 A. That's correct.
10 Q. Did she go somewhere else in the
11 system?
12 A. Yes.
13 Q. Did you issue any kind of discipline
14 to Ms. Litaker because of Ms. Kent's complaints?
15 A. No.
16 Q. Did you issue any discipline to Ms.
17 Litaker, and I know you didn't tell her who
18 complained about her on these other people, but
19 did you issue any kind of discipline to Ms.
20 Litaker regarding the complaints you had
21 received from other employees?
22 A. No.
23 Q. Did you create or put Ms. Litaker on

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1 any kind of future action plan?
2 A. That wouldn't be under my
3 responsibility.
4 Q. Who would typically do that?
5 A. Typically, it would be the person or
6 persons evaluating her.
7 Q. Do you know who that was?
8 A. Andy Craig, Carol Barber.
9 Q. Okay. Does Hoover have a written
10 policy as to when a future action plan should be
11 created?
12 A. It's really -- we have progressive
13 discipline, but it's usually based on an
14 incident. If it's a severe incident, something
15 -- you know. But as far as written step by
16 step, no.
17 Q. It's my understanding from Mr.
18 Craig's testimony yesterday, that Ms. Litaker
19 was not moved from Trace Crossings because of
20 her performance, but instead because he was
21 unhappy with the direction the school was going.
22 Is that your understanding?
23 A. That's my understanding.

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1 Q. And she was removed after being
2 placed on a new contract effective July of 2012,
3 correct?
4 A. Correct.
5 Q. Did all of the complaints -- other
6 than Julie Kent, were all of these complaints of
7 Ms. Pfeiffer, Ms. Paige, Ms. Watson, Joyner,
8 Rhonda Bines --
9 A. Vines with a V.
10 Q. -- vines, Mr. Addison, Mr.
11 Leinheiser, Ms. Collins, did all of those happen
12 after July 1st, 2012?
13 A. No. Ida Collins was -- I know hers
14 was prior.
15 Q. Okay.
16 A. Seems like I had someone that
17 complained early in the year, Michael Wesley,
18 but that was one that Ms. Litaker was monitoring
19 for issues.
20 Q. Who was Michael Wesley?
21 A. I believe he was a third grade
22 teacher at the time.
23 Q. What issues was she monitoring for

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1 him?
2 A. His performance, not entering grades
3 into the iNOW or STI that was used at the time.
4 Not having lesson plans available.
5 Q. Do you know if Ms. Litaker also wrote
6 up her assistant principal, Amanda Stone?
7 A. A write-up, like a reprimand?
8 Q. Yes.
9 A. I'm not aware of one.
10 Q. Are you aware of any verbal
11 discipline for Amanda Stone from Ms. Litaker?
12 A. I believe that she may have e-mailed
13 her some things as far as directives.
14 Q. Okay. Did you ever receive any
15 complaints from Amanda Stone about Ms. Litaker?
16 A. Yes, I did.
17 Q. And Amanda Stone was the assistant
18 principal?
19 A. Yes.
20 Q. Did you ever address any of Ms.
21 Stone's concerns with Ms. Litaker?
22 A. No.
23 Q. Do you know if anyone in the system

Page 39

1 addressed Ms. Stone's concerns with Ms. Litaker?
2 A. I'm not aware.
3 Q. Same question for the other people
4 that we've talked about. Other than Ms. Collins
5 and Ms. Kent, are you aware if anyone at the
6 Hoover system addressed the concerns of those
7 employees that complained to you that you
8 listed, if they ever addressed those with Ms.
9 Litaker?
10 A. I encouraged all of them to do that.
11 Q. Okay.
12 A. Because I feel like that's, you know,
13 I -- you know, in order for the situation to
14 improve, you need to speak directly, and I tried
15 to give suggestions.
16 Q. Okay. So you encouraged the teachers
17 that were bringing the complaints to you?
18 A. Yes.
19 Q. Did you report those complaints to
20 Ms. Barber?
21 A. Yes.
22 Q. Do you know if she addressed those
23 complaints with Ms. Litaker?

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1 A. I know some of those were addressed.
2 Q. Okay. Do you know which ones?
3 A. I know that they had a central office
4 team that was going into Trace Crossings to do a
5 variety of tasks. I can't give you specific
6 details since I wasn't involved in that, but
7 they were doing classroom observations, trying
8 to assist with concerns that may have been
9 brought up from Ms. Litaker or others. So some
10 of that information was shared with Ms. Barber
11 so that that team could discuss those things
12 with Ms. Litaker, and, hopefully, debrief within
13 those meetings.
14 Q. But you don't know if they were
15 actually -- those concerns were actually shared
16 with Ms. Litaker during those meetings?
17 A. I don't know if the specific ones
18 were.
19 Q. And you weren't present at any
20 meetings where concerns were shared with Ms.
21 Litaker?
22 A. No.
23 Q. Have you seen any notes of any

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1 meetings where those kinds of concerns were
2 shared with Ms. Litaker?
3 A. Not that I recall.
4 Q. Okay. Let me ask you about a
5 document Bates numbered, produced by Defendants,
6 1480 to 82. Is this your handwriting?
7 A. No.
8 Q. Have you ever seen these notes
9 before?
10 MS. YUENGERT: Do you mean as a part
11 of the litigation? Ever?
12 Q. Yes, ever?
13 A. Yes.
14 Q. Are these notes of a meeting you
15 attended with Amanda Stone?
16 A. Yes.
17 Q. Who else was in the meeting?
18 A. Carol Barber.
19 Q. Do you recognize if these are Ms.
20 Barber's notes?
21 A. Yes, they are.
22 Q. And the meeting is dated 10/15/2012?
23 A. Yes.

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1 MS. YUENGERT: The notes are dated.
2 Q. The notes, I'm sorry. Is that when
3 the meeting took place?
4 A. Yes.
5 Q. And where did this meeting take
6 place?
7 A. In Carol Barber's office.
8 Q. Who called the meeting? Do you
9 recall?
10 A. I don't recall who called the
11 meeting.
12 Q. Let's go ahead and mark it as Exhibit
13 26.
14 (Plaintiff's Exhibit No. 26 was
15 marked for identification.)
16 Q. What was the purpose of this meeting?
17 A. Ms. Stone was expressing some
18 concerns about the school, data entry on
19 teachers for Educate Alabama, test scores that
20 had been come in. Ms. Litaker had contacted
21 Rhonda Vines, another fourth grade teacher, to
22 review those instead of another administrator.
23 Discussed Ms. Litaker's demeanor in front of

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1 others. She expressed wanting her PPI binder.
2 There was concern of, she felt like there was a
3 lack of trust, and teachers were coming to
4 complain to her, and she didn't know what to do
5 with it because she wanted to remain loyal to
6 Ms. Litaker.
7 I remember her asking what she should
8 do. She said she attempted to talk to Ms.
9 Litaker about some of these issues and felt like
10 she didn't trust her. She discussed the morale
11 in the school and talking about teachers in
12 front of other teachers.
13 Q. Did Ms. Stone remain at Trace
14 Crossings after Ms. Litaker left?
15 A. Yes.
16 Q. And she's still there today, correct?
17 A. Yes.
18 Q. Do you know if anybody sat down with
19 Ms. Litaker and specifically went over Ms.
20 Stone's concerns with her?
21 A. I'm not aware.
22 Q. Did you share any of Ms. Stones
23 concerns with Mr. Craig?

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1 A. I know there were times where we
2 discussed some of the complaints that were
3 coming in. Due to the timing, they seemed to
4 have escalated at the beginning of the school
5 year.
6 Q. Had Trace Crossings that summer
7 learned that a portion of the AYP, they had not
8 passed that? Are you familiar with that?
9 A. To my knowledge.
10 Q. And in your role as human resource
11 director, did you ever see the e-mail that Ms.
12 Litaker sent to Amanda Stone detailing -- that
13 you referenced earlier detailing some things she
14 wanted her to do or did you see that in this
15 litigation?
16 A. An e-mail to Ms. Stone?
17 Q. Yeah. You said something about an
18 e-mail to Ms. Stone from Ms. Litaker. I asked
19 if Ms. Litaker had ever disciplined Ms. Stone,
20 and you said there had been some sort of e-mail
21 with a list of things?
22 A. I faintly remember that Ms. Stone
23 showed me an e-mail that Ms. Litaker sent her

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<p>1 with some directives.</p> <p>2 Q. Okay.</p> <p>3 A. But I don't remember the details of</p> <p>4 that.</p> <p>5 Q. Okay. So is that the first time you</p> <p>6 were aware of it was when Ms. Stone showed it to</p> <p>7 you, the e-mail?</p> <p>8 A. Yes.</p> <p>9 Q. And was that during the time that Ms.</p> <p>10 Litaker was still principal at Trace Crossings</p> <p>11 that Ms. Stone showed that to you?</p> <p>12 A. Yes.</p> <p>13 Q. Was there anything inappropriate</p> <p>14 about that e-mail that you recall?</p> <p>15 A. I would have to see it again to</p> <p>16 answer.</p> <p>17 Q. Okay. You also mentioned that there</p> <p>18 had been some complaints from, I think, the</p> <p>19 UniServ director?</p> <p>20 A. Yes.</p> <p>21 Q. Who was that?</p> <p>22 A. Dana Clement.</p> <p>23 Q. And did you meet with Ms. Clement?</p>	<p>1 started?</p> <p>2 A. Yes.</p> <p>3 Q. The school year that you said she</p> <p>4 contacted you at the end of was the 2011/2012</p> <p>5 year?</p> <p>6 A. Yes.</p> <p>7 Q. And what did she contact you about</p> <p>8 once the 2012/2013 school year started?</p> <p>9 A. She was sharing that her members were</p> <p>10 explaining that they were unhappy. There was</p> <p>11 low morale. They had shared about some faculty</p> <p>12 meeting. I think it was breakfast that was</p> <p>13 sponsored by PTO in which they felt Ms. Litaker</p> <p>14 threw them under the bus in front of the parents</p> <p>15 and blamed them for the low test scores, that</p> <p>16 the way they were being treated that there</p> <p>17 seemed to be more favoritism toward parents and</p> <p>18 teachers were feeling like they were blamed.</p> <p>19 Q. Anything else she brought to you</p> <p>20 prior to Ms. Litaker leaving Trace Crossings?</p> <p>21 A. And, of course, I don't know which</p> <p>22 staff member or staff members may have mentioned</p> <p>23 this, but she said she felt that some were</p>
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<p>1 A. Yes.</p> <p>2 Q. And tell me what the complaints were</p> <p>3 that Ms. Clement brought or when were these</p> <p>4 complaints brought to you?</p> <p>5 A. She contacted me at the end of the</p> <p>6 school year just stating that she was hearing</p> <p>7 unrest in the school, teachers wanting out. I</p> <p>8 explained to her that during the end of a year</p> <p>9 when people are stressed and testing is going</p> <p>10 on, it's not unusual, and I had met with some</p> <p>11 that had requested transfers that commented on</p> <p>12 their dissatisfaction with the leadership, but</p> <p>13 at that point when Ms. Clement first contacted</p> <p>14 me, I tried to explain that that was not -- you</p> <p>15 know, that we always have some that want</p> <p>16 transfers at the end of the school year.</p> <p>17 Q. At that time when she contacted you,</p> <p>18 did you report her contact with you at the end</p> <p>19 of the school year to anyone?</p> <p>20 A. Not to my knowledge. Ms. Clement did</p> <p>21 contact me several times after the school year</p> <p>22 started.</p> <p>23 Q. That's the 2012/2013 school year</p>	<p>1 feeling bullied and intimidated and they did not</p> <p>2 feel like they could approach Ms. Litaker with</p> <p>3 their issues. Therefore, she was contacting me.</p> <p>4 Q. Were you aware of an anonymous letter</p> <p>5 sent by the teachers or purportedly sent by a</p> <p>6 group of teachers?</p> <p>7 A. Yes.</p> <p>8 Q. In August of 2012?</p> <p>9 A. To Ms. Barber?</p> <p>10 Q. Yes.</p> <p>11 A. Yes.</p> <p>12 Q. Did you do any investigation? It's</p> <p>13 Exhibit 5. You've got it right in front of you.</p> <p>14 A. Oh, yeah. I know that this was</p> <p>15 something Ms. Barber shared with me, and because</p> <p>16 of the team of individuals from central office</p> <p>17 that were going in, there were hopes to assess</p> <p>18 what some of these concerns were.</p> <p>19 Q. Were you in a meeting with Ms.</p> <p>20 Litaker and Ms. Barber, Dr. Camp, and Mr. Craig</p> <p>21 sometime in the summer of 2012 where the issue</p> <p>22 of a consultant was raised?</p> <p>23 A. I was not in that meeting.</p>

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1 Q. Okay.

2 A. That I recall.

3 Q. Were you aware that Ms. Litaker and

4 Dr. Camp had spoken with Mr. Craig, Ms. Barber

5 about possibly getting a consultant to come in

6 to Trace Crossings?

7 A. I was told that.

8 Q. Okay. Who told you that?

9 A. I don't recall.

10 Q. Was it during the time Ms. Litaker

11 was still principal at Trace Crossings?

12 A. Yes.

13 Q. And by that question I meant were you

14 told that during the time that Ms. Litaker was

15 still principal at Trace Crossings?

16 A. Yes.

17 Q. Did you ever do any investigation of

18 this letter, Exhibit 5?

19 A. I did not.

20 Q. Did you ever learn who sent this

21 letter?

22 A. I did not.

23 Q. Ms. Litaker came to Trace Crossings

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1 in 2010. She took over for Dot Riley; is that

2 correct?

3 A. Yes.

4 Q. And Ms. Riley had been at Trace

5 Crossings for a good amount of time, correct?

6 A. Yes.

7 Q. And then the assistant principal

8 there at the time was Debra Smith under Ms.

9 Riley?

10 A. Yes.

11 Q. And then Ms. Smith did not get --

12 applied for but did not get the principal

13 position, correct?

14 A. Correct.

15 Q. And she moved to another position in

16 the system, correct?

17 A. Yes.

18 Q. Okay. Was she at the central office,

19 Ms. Smith?

20 A. Yes.

21 Q. Are you aware when Ms. Litaker was

22 first put at Trace Crossings if she was given

23 any kind of directive about problems at the

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1 school that needed to be taken care of?

2 A. From me?

3 Q. Or from anybody that you know of.

4 From you or from anybody?

5 A. Can you repeat the question?

6 Q. Yeah. It was too long of a question.

7 When Ms. Litaker was first put at Trace

8 Crossings, was she told by anybody, you know,

9 here, we have these issues with the school, we

10 need you to come in and fix these issues?

11 A. I'm hesitant to say exactly what she

12 was told.

13 Q. I just want to know what you're aware

14 of.

15 A. I know that the --

16 MS. YUENGERT: And you want to know

17 what she was aware of when Ms. Litaker went --

18 what she was told then as opposed to what she

19 might have learned as part of this litigation?

20 MR. JENT: Start with the first part

21 and then move to the second part.

22 Q. Were you aware of anything -- at the

23 time that Ms. Litaker was moved to Trace

Page 52

1 Crossings, were you aware of any issues at the

2 school that she was told to come in and fix?

3 A. I know one of the issues that existed

4 was that the prior principal did not -- was not

5 -- did not hold teachers as accountable. I

6 don't know if that was communicated to Ms.

7 Litaker. I know that that was an issue that

8 existed.

9 Q. Okay. During the time Ms. Litaker

10 was at Trace Crossings, did you observe that she

11 was trying to hold the teachers more accountable

12 than had been done in the previous

13 administration?

14 A. Yes.

15 Q. And that upset some of the teachers,

16 didn't it?

17 A. I know it upset one.

18 Q. Which one?

19 A. Michael Wesley.

20 Q. And that was the situation that Ms.

21 Litaker was monitoring that you told me about

22 earlier, correct?

23 A. Yes.

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1 Q. And he made complaints to you,
2 correct?
3 A. Yes.
4 Q. What were his exact complaints to you
5 that he made, Mr. Wesley?
6 A. He felt he was being picked on, and I
7 think asked me about representation and
8 meetings. Of course, under the law, they have
9 the right to representation.
10 Q. Would that have been you?
11 A. No. Usually it's like AEA or other
12 teacher union representative.
13 Q. Any other issues that you were aware
14 of that existed at the Trace Crossings school
15 when Ms. Litaker came on board?
16 A. I don't recall.
17 Q. Okay. And just when you say that you
18 understood that Ms. Riley maybe wasn't holding
19 teacher's accountable, what do you understand
20 that to mean?
21 A. Checking of lesson plans on a regular
22 basis.
23 Q. Anything else?

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1 A. I think she was absent a good bit due
2 to professional development meetings.
3 Q. Anything else?
4 A. Not that I'm aware of.
5 MS. YUENGERT: Kevin, can we take a
6 break?
7 MR. JENT: We can.
8 (Whereupon, a brief recess was
9 taken.)
10 Q. Did you ever teach at Trace
11 Crossings?
12 A. Yes.
13 Q. When did you teach at Trace
14 Crossings?
15 A. I graduated in '91. '92 I was in
16 Georgia. '92/'93. So I guess I was at Oak
17 Mountain '93/'94.
18 Q. Was Ms. Litaker at Trace Crossings
19 when you taught there?
20 A. Yes.
21 Q. At Trace Crossings, do you recall the
22 percentage of teachers who were AEA members
23 versus the percentage who were not AEA members?

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1 A. I do not know.
2 Q. And UniServ, when we talked about
3 UniServ, that's the AEA representative for the
4 area?
5 A. Yes.
6 Q. And since you've been HR director,
7 has it been your experience that you've noticed
8 when a new principal comes in to a school, that
9 there typically are complaints from faculty,
10 existing faculty members about the management
11 style of those principals?
12 A. Yes. Especially when their prior
13 principal has been there several years.
14 Q. Are new principals at Hoover warned
15 about that, that there may be complaints from
16 existing faculty members or given any direction
17 in how to handle those kinds of issues?
18 A. I don't know if there's specific
19 training. I know that it's typically discussed
20 informally.
21 Q. Okay. Did you ever have those
22 discussions with Ms. Litaker about the problems
23 coming in as a new principal where replacing a

Page 56

1 long time principal?
2 A. I don't recall, but we may have
3 talked about that.
4 Q. Do you know if anyone had those
5 discussions with Ms. Litaker?
6 A. I'm unsure.
7 Q. When did you learn that Ms. Litaker
8 was being moved from Trace Crossings?
9 A. November, near the Thanksgiving
10 holiday.
11 Q. Okay. If I represent to you that Ms.
12 Litaker was informed on November 15th, do you
13 know how much before that -- the e-mail went out
14 from Ms. Barber to different people, if you look
15 at Exhibit 6, on November 16th. Do you have any
16 idea in relation to that e-mail how long before
17 the e-mail was sent that you knew that Ms.
18 Litaker was being transferred?
19 A. I know it was in November.
20 Q. Okay. And how did you learn that Ms.
21 Litaker was being moved from Trace Crossings?
22 A. Mr. Craig and Ms. Barber informed me.
23 Q. Did they tell you the reason?

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1 A. The needing a new direction in the
2 school, wanting to have someone assess the
3 environment to see, you know, what is -- what's
4 the problem, see where are the issues coming
5 from.
6 Q. And was that Ms. Barber that was
7 going to do that?
8 A. Yes.
9 Q. Had you had any meetings with Ms.
10 Barber or Mr. Craig about the direction that
11 Trace Crossings was going in prior to being told
12 that Mr. Craig was going to move Ms. Litaker?
13 A. We just discussed the complaints that
14 I had received.
15 Q. And the UniServ director, that was
16 Dana --
17 A. Clement.
18 Q. -- Clement. Did you meet with her
19 personally or did she just call you or send
20 e-mails?
21 A. I met with her with Ms. Barber on one
22 occasion. She frequently attends board
23 meetings, and she would stop by my office a

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1 couple of times. We did talk on the phone. I
2 do recall she contacted me about a complaint
3 regarding teachers working outside of their
4 contracted time and/or lack of planning time
5 available and asked what our plan to address
6 that was.
7 Q. What was your understanding about
8 what was going on with the teachers working
9 outside their contract time?
10 A. I think the school wanted to do some
11 extra -- offer some extra opportunities for
12 students, maybe in the morning hours, and then
13 there were issues of staying afterwards, I
14 think, for after school duties. And I also just
15 recall Ms. Clement reminding us that under the
16 law, all teachers are required a thirty minute
17 planning time break.
18 Q. Per day?
19 A. Uh-huh (positive response).
20 Q. Yes?
21 A. Yes.
22 Q. What is the -- and I don't want to go
23 too far into this, but as far as teacher's

Page 59

1 contract time, are bus duties part of a
2 teacher's contract time?
3 A. Bus duty is not listed as a
4 contracted requirement.
5 Q. Okay. Is that a voluntary matter?
6 A. It's voluntary.
7 Q. And your understanding was that Ms.
8 Clement was complaining the teachers were being
9 required to do things before and after the
10 contract time?
11 A. Yes.
12 Q. Did you discuss those issues with Ms.
13 Litaker or do you know if anybody did?
14 A. I did not. Again, there was a
15 central office team of administrators, Ms.
16 Barber, Dr. Dodson, I believe Linda Gurosky,
17 Deborah Camp. I'm not sure who else, but they
18 were doing regular visits in the school, and I
19 know that those were some of the things that
20 they were planning to address and have some
21 follow-up meetings, but I do not know if that
22 particular thing was discussed.
23 Q. The UniServ director, could she have

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1 taken her complaints directly to Ms. Litaker?
2 A. Yes.
3 Q. Do you know if she ever did?
4 A. I do not know.
5 Q. Would it be unusual in your
6 experience for a UniServ director to take
7 complaints, teacher complaints directly to a
8 principal?
9 A. In most scenarios, if it was a
10 specific individual, she would ask the AEA
11 member to meet with her and the principal.
12 Q. Okay.
13 A. I don't know of many instances where
14 she would go without the person making the
15 complaint.
16 Q. Okay. Did she bring any of the
17 people making the complaints about Ms. Litaker
18 to the meeting with you and Ms. Barber?
19 A. No.
20 Q. Did she list names of people for you?
21 A. There may have been a couple that had
22 met with either me or Ms. Barber that disclosed
23 that she could share their name, but she stated

Page 61

1 that there were others that did not want their
2 name revealed.
3 Q. And who did she disclose that she
4 could share their name?
5 A. I'm hesitant to say because I'm not
6 sure.
7 Q. Okay.
8 A. I just remember that there were a
9 couple that we had met with that they discussed
10 it was okay to mention their name.
11 Q. Did you ever talk with Ms. Litaker
12 about her removal from the Trace Crossings
13 position?
14 A. Yes.
15 Q. How many times do you remember
16 talking with her about that?
17 A. We spoke over the phone. We met in
18 my office.
19 Q. And how many times did you speak over
20 the phone, do you recall, about that?
21 A. I'm unsure.
22 Q. More than once about her removal?
23 A. I remember one long conversation.

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1 Q. Okay. How many times did you meet in
2 your office with her about her removal?
3 MS. YUENGER: And my objection is
4 that when you say about her removal, do you mean
5 a specific meeting to talk about the removal or
6 any time that they were in her office that that
7 topic came up.
8 Q. Did you ever have any specific
9 meetings with Ms. Litaker where the subject was
10 her removal from Trace Crossings?
11 A. We -- yes. We discussed the fact
12 that, you know, a position needed to be
13 identified. She felt frustrated because she was
14 unaware of what the plan was going to be.
15 Q. This meeting, was it just you and Ms.
16 Litaker?
17 A. Yes.
18 Q. Did you discuss with her during this
19 meeting any of the reasons for her removal?
20 A. Not that I recall.
21 Q. And was this meeting with her that
22 you're talking about now, was it after she had
23 reported to the central office to begin those

Page 63

1 duties she was assigned there?
2 A. Could you repeat that?
3 Q. Yeah. The meeting that we're talking
4 about, was it after Ms. Litaker had already
5 reported to the central office?
6 A. Yes.
7 Q. And when she raised the concern about
8 needing to have a position identified, did you
9 have any response to her about that?
10 A. I don't recall.
11 Q. Did you ever have any discussions
12 with Mr. Craig after meeting with Ms. Litaker,
13 you know, and relaying to him that Ms. Litaker
14 was frustrated with not having a position
15 identified or any more definite plans?
16 A. I did speak with him and he informed
17 me about the -- some type of school safety
18 assessments, as well as a grant that needed to
19 be closed out under the safe and drug free
20 schools. I think he was trying to determine
21 whether or not it was something that we needed
22 to continue in the following year, and that
23 person in that position had recently resigned.

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1 Q. Who was that?
2 A. Carissa Anthony.
3 Q. Was that position posted?
4 A. Carissa Anthony's?
5 Q. Yeah.
6 A. That -- I don't know if that's
7 sponsored through the -- that would have been
8 prior to my appointment in HR.
9 Q. Okay. I mean when she left?
10 A. Oh, when she left. No, because it
11 was grant funded. So she was paid through a
12 grant, not Hoover City Schools to my knowledge.
13 Q. What was her position, if you
14 remember?
15 A. I'm not sure. Let's see. Safe and
16 drug free school liaison.
17 Q. Was she not a Hoover school employee?
18 A. She worked with the system, but it
19 was under that grant.
20 Q. Who funded the grant? Do you recall?
21 Was it a federal grant or a state grant?
22 A. I think it was a federal grant, but
23 I'm not sure if it was state or federal.

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1 Q. And did Ms. Anthony have -- was she
2 entitled to insurance and other benefits as a
3 Hoover school employee?
4 A. I'm unsure.
5 Q. Okay. The school safety duties, had
6 anybody been performing those?
7 A. A few years ago we had our SRO
8 liaison, Mo Canady, who went into the schools
9 and looked at certain things regarding access
10 doors. Again, that was several years ago. I
11 think because of the Sandy Hook episode and some
12 other school shootings, Mr. Craig wanted to do
13 some additional safety assessments.
14 Q. Who was, at this point in time,
15 handling the bids for landscaping?
16 A. Probably either -- I assume they were
17 being shared between Jeff Battles, head of
18 operations, and our CSFO, Cathy Antee, and Mr.
19 Craig may have been dealing with some of those
20 as well.
21 Q. Was there any discussion that you're
22 aware of with Mr. Craig about putting Ms.
23 Litaker -- creating the planning director

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1 position that Mr. Shaw had been in, putting her
2 in that kind of position?
3 A. Not to my knowledge. I know that we
4 were in a position at that time where we were
5 trying to review funding due to decrease in ad
6 valorem taxes. They had recently had a task
7 force to review budget concerns. You know, I
8 think a lot of those duties have been
9 redistributed.
10 Q. Okay. What do you recall about the
11 phone conversations you had with Ms. Litaker
12 about her removal?
13 A. I know that one of the main concerns
14 was she seemed concerned and upset over the
15 conversation that occurred between she and Ms.
16 Barber in January regarding some of the
17 questions that Ms. Barber had asked, and she
18 also discussed a letter of recommendation from
19 Mr. Craig and that she felt like it needed
20 specific items more related to her
21 principalship, and I can't remember if she had
22 not received that letter and that she was asking
23 for it.

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1 Q. Was the phone conversation after she
2 had already submitted her resignation?
3 MS. YUENGERT: Which phone
4 conversation?
5 MR. JENT: The one she's describing
6 right now.
7 A. I'm unsure.
8 Q. When she was asking for a letter of
9 recommendation?
10 A. I don't recall.
11 Q. Did you ever have any discussions
12 with Ms. Litaker about her submitting a
13 resignation to Hoover?
14 A. I know during this conversation she
15 mentioned that she just wanted a buyout, and
16 felt like others in the school, such as Amanda
17 Stone, Debra Smith were creating an image that
18 was inconsistent with her belief.
19 Q. An image about her?
20 A. Yes.
21 Q. Were you aware of anything -- what
22 was Debra Smith doing to create this image? Are
23 you aware of anything?

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1 A. I was not aware of anything that was
2 presented to me personally.
3 Q. And Ms. Smith had filed an EEOC
4 charge about not receiving the principal
5 position at Trace Crossings, correct?
6 A. Yes.
7 Q. And that was at the time -- Ms.
8 Litaker was the person who received the position
9 at that time, correct?
10 A. Yes.
11 Q. When Ms. Litaker reported to the
12 central office, was she given an office?
13 A. Yes.
14 Q. Where was that?
15 A. Upstairs.
16 Q. Was it kind of an open heavy traffic
17 area?
18 A. I don't work upstairs, so I don't
19 know how heavy the traffic would be.
20 Q. Were you aware at some time that Ms.
21 Litaker was told that she was being transferred
22 to the assistant principal position at the
23 Crossroads School?

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1 MS. YUENGERT: Object to the form.
2 You can answer.
3 A. I know that in regards to that point
4 in time, around January, February we knew that
5 there were going to be two positions that were
6 needed as we planned for future staffing. One
7 was an assistant principal at Bumpus due to
8 increased enrollment. The other was assistant
9 principal at Crossroads. Those were the only
10 two administrative positions that I'm aware of
11 that we knew were needed.
12 Q. Were you ever aware that Ms. Litaker
13 was told that she was being transferred to the
14 position at Crossroads?
15 MS. YUENGERT: Object to the form.
16 You can answer.
17 A. I was told later that a discussion
18 had occurred with either Ron or Melody Green.
19 Q. What were you told about that
20 discussion?
21 A. That I think Dr. Dodson and/or Ms.
22 Green had said, here's a position available, and
23 Ms. Litaker was not interested.

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1 Q. Who told you about that conversation?
2 A. Ron Dodson.
3 Q. Was Ms. Litaker given a choice to
4 either take that position or remain at the
5 central office or was she told, you know, that
6 she had to take that position or do you know?
7 A. I don't know the specifics of what
8 she was told.
9 Q. Okay.
10 A. I know that, typically, if you are
11 making a person transfer, under Student's First
12 you have to submit a written notice of your
13 intent to transfer, and I know that that letter
14 did not occur. So I'm assuming it was an
15 informal conversation, because it was not an
16 official notification.
17 Q. And Ms. Litaker would have -- any
18 letter to transfer her under Student's First,
19 even in February, January, February, March of
20 2012 -- '13 would have had to have been
21 transferred from her position as principal at
22 Trace Crossings, right?
23 A. Well, contract principals are not

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1 protected under Student's First.
2 Superintendents, CSFOs and contract principals
3 do not fall under the Student First guidelines.
4 Now other central office, admins, assistant
5 principals, teachers, they are.
6 Q. Okay. So was there anything about
7 Student's First that you're aware of that
8 applied to Ms. Litaker's situation?
9 A. No, because contract principals don't
10 fall under that.
11 Q. Okay. And so there wouldn't
12 necessarily have had to have been anything in
13 writing under Student's First to transfer her to
14 the Crossroads position, correct?
15 A. Well, if she would be moving into a
16 position, that would be under Student's First,
17 which is why there would be a notification. If
18 you're moving from a contract principal into a
19 position that falls under the Student's First
20 category, then the notification would have taken
21 place. Does that make sense?
22 Q. Yes. The notification was triggered
23 by the assistant -- it being an assistant

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1 principal position that she would have been
2 moving to?
3 A. Right, which would have been under
4 Student's First.
5 Q. What would have happened to her
6 employment contract, her principal's contract if
7 she had moved into this assistant principal
8 position?
9 A. If you move into one of those other
10 positions, your contract, principal contract is
11 -- it would be like mutual agreement of
12 cancellation.
13 Q. Okay.
14 MS. YUENGERT: Off the record.
15 (Whereupon, a discussion off the
16 record was held.)
17 Q. So as I understand the contract, it
18 lists certain -- you can look at the contract,
19 Exhibit 4 -- certain reasons why the contract
20 can be canceled on Page 2?
21 A. Uh-huh (positive response).
22 Q. Is that correct?
23 MS. YUENGERT: You have to say yes.

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1 A. Yes. I'm sorry.
2 Q. Could Ms. Litaker have been
3 transferred to the Crossroads position and still
4 have been working under this employment
5 contract, Exhibit 4?
6 A. That would be something that our
7 board attorney would be involved in if there's a
8 certain variance to a contract. If they wanted
9 to continue under that contract, usually that
10 was something that was negotiated with the board
11 attorney.
12 Q. Okay. Have you ever known of a
13 principal who had an existing principal's
14 contract to get moved to what I'm going to call
15 a noncontract position such as the assistant
16 principal position and keep the existing
17 principal's contract in place?
18 A. Yes.
19 Q. Okay. Who has done that?
20 A. Chris Shaw.
21 Q. Okay. And Chris Shaw kept his
22 contract in place when he moved from principal
23 at Spain Park to the planning director position?

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1 A. Correct.
2 Q. Anyone else?
3 A. Linda Gurosky.
4 Q. What did she move to?
5 A. She was in -- she was contract
6 principal and moved into the federal programs
7 director. And the end of that principal
8 contract term, they adjusted.
9 Q. Were you aware of any negotiations
10 with the board attorney, and I'm not trying to
11 get into any kind of privilege issues here but
12 with Chris Shaw's situation, was the board
13 attorney involved in that move with Chris Shaw
14 at all?
15 A. I know he was consulted by Mr. Craig,
16 but that's not with me personally.
17 Q. And do you know why Chris Shaw was
18 moved from Spain Park to the planning director
19 position in the middle of his -- well, not in
20 the exact middle but while his contract was
21 still in effect?
22 A. I do not know.
23 Q. The complaint made by Dean Addison

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1 that you -- or the request to transfer by Dean
2 Addison that you talked about earlier, was that
3 made in the first couple of years that Ms.
4 Litaker was at Trace Crossings if you recall?
5 A. I don't recall.
6 Q. Was it made before she signed the new
7 contract in June of 2012?
8 A. Yes.
9 Q. Do you recall any complaints from Mr.
10 Addison, request to transfer or complaints from
11 him after June of 2012 about Ms. Litaker?
12 A. After June of 2012?
13 Q. Yes.
14 A. I don't recall.
15 Q. And Julie Kent, do you recall that
16 she had been -- she had not wanted to transfer
17 into Trace Crossings from the -- at the time
18 that she was transferred there as the nurse,
19 that she had an issue with being at Trace
20 Crossings from the beginning?
21 A. I think her concern was she had been
22 at Gwin. She has an RN versus an LPN. Trace
23 was in need of someone with an RN. The medical

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1 needs at Gwin did not require an RN on-site.
2 Therefore, she moved to Trace Crossings.
3 Q. And that was not a voluntary
4 transfer, was it?
5 A. She did voluntarily transfer.
6 Q. Did she ever express to you that she
7 wanted to go back to Gwin?
8 A. At the end of the year.
9 Q. And Trace Crossings had to have an RN
10 because of a preschool program?
11 A. Preschool and/or they may have had a
12 diabetic or there's certain conditions that
13 require an RN.
14 Q. Okay. Who is Adiana Northcutt?
15 A. I only know her as a teacher.
16 Q. Did she ever make any complaints to
17 you about Ms. Litaker?
18 A. She never made any to me.
19 Q. Ann Elizabeth McInvale, do you know
20 her?
21 A. She's a teacher, but I never spoke to
22 her.
23 Q. Did you ever receive complaints from

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1 Tina Moritz about Ms. Litaker?
2 A. Those were indirect complaints. She
3 had called and left a message for me that was
4 received, or my secretary picked it up, in which
5 she was looking at a transfer.
6 Q. Okay. Did she say why?
7 A. She just felt unhappy in the school.
8 Q. Did she attribute that to Ms.
9 Litaker?
10 A. I don't know the specifics.
11 Q. What about Lucy Chapman? Did you
12 receive any complaints from her?
13 A. Yes. Ms. Chapman requested a meeting
14 with me after she was non renewed, and I would
15 have to go back to see if that was in 2010,
16 2011. But she felt as if she was non renewed,
17 you know, without grounds and explained that she
18 did not feel Ms. Litaker worked with her in a
19 counseling position collaboratively. She was
20 concerned with the morale of the school. She
21 was often asking about whether or not she could
22 be rehired in the district.
23 Q. Okay. Was she rehired in the

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1 district?
2 A. Not to my knowledge.
3 Q. And she was non renewed, so she was
4 not tenured at that point?
5 A. That's correct.
6 Q. When was this conversation with Lucy
7 Chapman? Do you recall when that was?
8 A. It was in the summer after she was
9 non renewed.
10 Q. And was that 2011, 2012?
11 A. I thought it was 2010 or 2011, but
12 I'm uncertain.
13 Q. Is that uncommon for a non renewed
14 teacher to come have a conversation with you
15 about the non-renewal and the environment at the
16 school?
17 A. That happens. That occurs.
18 Q. Who is Patrice Langham?
19 A. She's the registrar.
20 Q. And what -- did you receive any
21 complaints from her about either Ms. Litaker or
22 the Trace Crossings school?
23 A. I did.

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1 Q. Tell me what you received from her.
2 A. Ms. Langham was very concerned about
3 how the office had been restructured. She
4 explained that her working location had been
5 moved into an area that, because of the
6 information she worked on, that it did not allow
7 confidentiality, and she was concerned about
8 student information being visible. She
9 complained about the office staff having
10 students, you know, having them monitor students
11 like in time out or for disciplinary reasons on
12 a frequent basis. That's all I recall at the
13 moment.
14 Q. When did Ms. Langham bring her
15 complaints to you?
16 A. In the beginning of the 2012 school
17 year.
18 Q. Did it seem to you at the beginning
19 of the 2012 school year that there was sort of
20 an organized effort by some of the teachers to
21 come and make complaints about Ms. Litaker?
22 A. It was very unusual to have that many
23 complaints at the beginning of a school year.

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1 In my past experience, it's not uncommon to have
2 teachers after -- you know, April, May, students
3 become disruptive. There's a lot of stress.
4 It's typically not uncommon to have those. But
5 to have it at the beginning of the year and the
6 number was unusual.
7 Q. Did you ever look in to it to see
8 what -- if there was any major contributing
9 factor to why there were so many complaints at
10 the beginning of the year?
11 A. I spoke to Ms. Barber, because I knew
12 that there was a team of individuals that would
13 be going in to Trace Crossings to observe. So
14 that's why I felt like some of these complaints
15 and concerns could be analyzed by the groups
16 going in and meeting and, hopefully, assess
17 exactly, you know, why morale seemed to be low,
18 why the complaints were coming.
19 Q. And did you find anything -- did you
20 learn anything about the reason for the
21 complaints?
22 A. You know, there were -- I know of a
23 particular event that happened with a fourth

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1 grade team. I think this may have happened in
2 the spring of '12 where they had to be -- they
3 were called in to the office and other
4 individuals had to watch classes and they were
5 out of the classroom for an extended amount of
6 time, and seemed to be having a lot of issues
7 getting along with one another. But I knew that
8 there was a central office team that was going
9 in to try to help provide support so that some
10 of these issues could be analyzed.
11 Q. Okay. Who was on that team? Do you
12 know?
13 A. From my recollection, Ron Dodson,
14 Carol Barber, Amanda Stone, Deborah Camp, Ms.
15 Litaker, Linda Gurosky. How many is that?
16 Q. Six?
17 A. Those are the ones I recall.
18 Q. Did you ever meet with the team as a
19 whole to discuss Trace Crossings?
20 A. I did not. And part of, I feel as my
21 position in HR, when someone requests
22 confidentiality, you have to be careful not to
23 divulge names of certain individuals, and,

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1 again, encouraging them to speak to the
2 administration about those, but --
3 Q. But you could also, as part of your
4 HR duties, you could talk to a principal,
5 without mentioning names, about general issues
6 that were going on in the school, correct?
7 A. Yes.
8 Q. If you had complaints. Did you ever
9 have that conversation with Ms. Litaker just
10 about general concerns that were being raised in
11 the school?
12 MS. YUENGERT: Other than the
13 conversation she conveyed about Julie Kent's
14 complaint?
15 MR. JENT: Yes.
16 Q. Without giving specifics to her, like
17 without breaking confidentiality, did you ever
18 have any kind of conversations with her about
19 the concerns that were being raised other than
20 Ms. Kent?
21 A. I don't recall.
22 Q. Now, you said that you didn't make
23 notes of these meetings because they asked you

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1 to keep them confidential, correct?
2 A. (Witness nods head.)
3 Q. Did you ever do follow-up with any of
4 the people who had brought these complaints to
5 you about Trace Crossings?
6 A. I remember on Ida Collins, now, I did
7 take notes on Ms. Collins, and she was at the
8 board frequently for manager meetings, and we
9 would speak briefly in the hall. Some of those
10 individuals may have spoken to Ms. Barber or Mr.
11 Craig.
12 Q. But as HR director, you're not aware
13 of any discipline that was issued to Ms. Litaker
14 as a result of any of the complaints about her
15 that you were aware of?
16 A. Not that I'm aware of.
17 Q. Were you aware of any discipline
18 against Ms. Litaker for anything during the time
19 she was principal at Trace Crossings?
20 A. Not to my knowledge.
21 Q. And I think you said there was a
22 formal -- a progressive discipline policy at
23 Hoover?

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1 A. We don't have a policy, per se. We
2 discuss progressive discipline, like due
3 process, as you would with students and/or
4 employees.
5 Q. Did Amanda Stone ever ask you to
6 transfer?
7 A. Yes.
8 Q. What about Stella White. Who is
9 Stella white?
10 A. She is -- she was a classroom
11 teacher, then moved to Title 1 and, yes, she
12 requested a transfer.
13 Q. Did she give you a reason?
14 A. Just stated that she was unpleased
15 with the school.
16 Q. Did Ms. Litaker bring any complaints
17 to you about the environment at Trace Crossings?
18 A. I know we had conversations about
19 some of the issues that she mentioned she was
20 concerned about those individuals that may have
21 been advocates for Debra Smith, who had been the
22 previous assistant principal. She and I
23 discussed the performance problems with Michael

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1 Wesley.
2 Q. Did y'all discuss specific people who
3 may have been advocates for Debra Smith?
4 A. I can't remember names.
5 Q. It's possible, though, you may have
6 discussed specific people?
7 A. We may have. I just don't remember
8 names.
9 Q. Did you take any of the concerns that
10 Ms. Litaker had about the Debra Smith advocates,
11 did you take those to Ms. Barber or Mr. Craig?
12 Did you let them know about those concerns?
13 A. I think it was kind of understood
14 because Ms. Smith had filed an EEOC. So I feel,
15 of course, Mr. Craig and Ms. Barber would have
16 known of the EEOC complaint.
17 Q. Were you aware that there were
18 teachers in the school that supported Debra
19 Smith in her -- would prefer to have had her as
20 principal over Ms. Litaker?
21 A. Yes.
22 Q. Can you identify any of those people?
23 A. I can't.

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1 Q. Okay.
2 A. That's not uncommon when you have an
3 assistant principal applying. It's happened
4 with other schools as well.
5 Q. After Ms. Litaker was moved from the
6 Trace Crossings position, did you ever have any
7 teachers come to you upset that she had been
8 moved?
9 A. I don't recall.
10 Q. Did you ever have any parents come to
11 you about that?
12 A. To me, no.
13 Q. That's not something -- parents
14 wouldn't normally come to you with complaints,
15 would they?
16 A. No. There was a parent that wrote a
17 letter to be placed in her personnel file, but I
18 did not speak to that parent.
19 Q. And that parent -- look at Exhibit
20 10. Is that the letter you're referring to from
21 the parent?
22 A. Yes. Ms. Litaker requested that this
23 be included in her personnel file.

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1 Q. And that was the letter from Beth
2 Ransom?
3 A. Yes.
4 Q. Do you remember being in a meeting
5 with Ms. Litaker, Mr. Craig, Ms. Barber, Mr.
6 Dodson, Ms. Antee in the spring of 2012 where
7 school staffing was discussed for Trace
8 Crossings?
9 A. Yes.
10 Q. And were those meetings -- were those
11 kind of meetings common at schools in Hoover?
12 A. They are done with every school
13 around late April, early May.
14 Q. And then my understanding in that
15 meeting she did not -- Ms. Litaker didn't
16 recommend any terminations of any teachers?
17 A. Not that I recall.
18 Q. Had she been complaining about
19 certain teachers other than Mr. Wesley? Had she
20 made any complaints to you about any teachers
21 that you recall?
22 A. I can't recall any at the moment.
23 Q. And you're familiar with Kathy

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1 Wheaten, correct?
2 A. Yes.
3 Q. And she was principal at Berry Middle
4 School and then she was principal at Greystone
5 Elementary?
6 A. Yes.
7 Q. Why was she moved from Berry to
8 Greystone?
9 A. We posted a position because that
10 principal was being non renewed. The applicant
11 pool was not as strong. The superintendent was
12 having a very difficult time finding someone
13 that would be a good fit for that school due to
14 the extreme high of parent involvement,
15 community, very connected with the community.
16 Dr. Wheaten was principal at Berry. It was in
17 the same feeder and had relationships with those
18 families, and Mr. Craig asked Dr. Wheaten if she
19 would be interested.
20 Q. Okay. Did that occur after Berry
21 failed some portion of the AYP for the previous
22 year?
23 A. I was unaware of any of the AYP -- I

<p style="text-align: right;">Page 89</p> <p>1 know AYP was never mentioned as far as a reason. 2 Q. Is the principal at the elementary 3 school, is that outside of the certification 4 that Ms. Wheaten holds? 5 A. No. 6 Q. When Ms. Barber was placed at Trace 7 Crossings, she was initially in the position as 8 an interim position? 9 A. Yes. 10 Q. And then at some point, eventually, 11 she became the principal at Trace Crossings on a 12 permanent basis, correct? 13 A. Yes. 14 Q. Do you recall when that was? 15 A. I think it was this past spring. 16 Q. Okay. Did Ms. Barber work under a 17 contract as the assistant superintendent? 18 A. Not a principal contract. 19 Q. Okay. 20 A. Just a normal employment like under 21 Student's First. 22 Q. And did she -- when she became 23 interim principal at Trace Crossings, did she</p>	<p style="text-align: right;">Page 91</p> <p>1 longer than maybe what was initially 2 anticipated? 3 A. Ms. Barber may be able to answer this 4 more correctly, but -- 5 Q. Yeah. 6 A. -- I feel like it was related to 7 developing trust amongst parents and faculty. 8 She was still performing some of her assistant 9 superintendent duties. 10 Q. You are familiar with David Fancher, 11 correct? 12 A. Yes. 13 Q. And he was the principal at Bluff 14 Park Elementary? 15 A. Yes. 16 Q. And then he retired at some point 17 this past year? 18 A. April 1st, 2015. 19 Q. But he's still at the school on an 20 interim basis, correct? 21 A. Not now. 22 Q. Not now? He was May and June? 23 A. Just May and June only -- well,</p>
<p style="text-align: right;">Page 90</p> <p>1 get a new contract at that point to be 2 principal? 3 A. No. 4 Q. Did she eventually this spring when 5 she took over full-time receive a new contract, 6 a principal contract at that time? 7 A. No, because there was still an 8 assessment period, from my understanding. When 9 she went out to Trace, the extent of her stay 10 was unexpected because even the person that came 11 in for her temporarily, Ms. Green, she was only 12 given a supplemental agreement from like January 13 through May 31, if I recall correctly, because 14 they were unknown of what would occur during 15 that time. 16 Q. So when Ms. Barber was sent to Trace 17 Crossings on an interim basis, it was not 18 intended to be a long-term stay? Is that what 19 you're saying? 20 A. That's from my understanding. I 21 think it was unknown, but it was more of an 22 assessment period. 23 Q. And what led to the period being</p>	<p style="text-align: right;">Page 92</p> <p>1 actually, it was just a few weeks. 2 Q. Were you aware of any performance 3 problems with Mr. Fancher in 2012? 4 A. Yes. 5 Q. Look at Exhibit 16. And that's a 6 conference summary and future action plan for 7 David Fancher? 8 A. Yes. 9 Q. Did you help draft this? 10 A. I attended the conference prior to 11 this in which we had a sexual slash racial 12 harassment report and complaint, and the 13 individual that made the complaint was very 14 concerned that she did not -- I usually explain, 15 as I did with some of the teachers that came to 16 me earlier with Trace, that we have a grievance 17 procedure. Some wish not to follow that because 18 they want to remain anonymous. And she didn't 19 want to do a formal grievance, but wanted to 20 report certain things that she had observed in 21 the school. 22 So based on this complaint, we did an 23 investigation, and one of the things that she</p>

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1 wanted -- she requested is to please not be
2 specific as to the -- there were one or two
3 complaints -- or comments, excuse me, that were
4 made that she felt offensive and unbecoming, and
5 she wanted us to avoid saying those specific
6 because he would be able to identify who made
7 the complaint.
8 Q. Okay.
9 A. So we discussed -- you know, she
10 reported some other things about, you know,
11 utilizing the office staff and Dr. Fancher had
12 been out a great deal this particular year for
13 medical problems. Therefore, they felt they
14 were overburdened, but we said we could meet
15 with him and try to cover some of the issues
16 that she brought up through a complaint to
17 investigate, to address.
18 Q. Did you do any other kind of -- other
19 than meeting with Dr. Fancher and the person who
20 complained, did you do any other kind of
21 investigation into her racial/sexual harassment
22 complaints?
23 A. Yes. We spoke with other

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1 individuals.
2 Q. And I guess, did you confirm that
3 what she was telling you was true?
4 A. The one particular comment that was
5 of sexual nature, she did not want us to
6 verbally say that because it would identify her.
7 But we did, you know, we discussed with her that
8 these were some of the things that we can
9 discuss to try to, you know, resolve.
10 Q. Did you ever confirm through your
11 investigation that what she was complaining
12 about had actually happened?
13 MS. YUENGERT: With regard to the
14 sexual or the racial issue or anything?
15 Q. Anything that she complained about.
16 A. Yes. I mean, the -- you know, he
17 admitted to utilizing, you know, his staff too
18 much, and that he knew at times he might say
19 profanity and do things in a joking manner, and
20 it may have been taken the wrong way.
21 Q. This plan of action, future plan of
22 action, is that considered a disciplinary
23 action?

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1 A. It's part of a -- you know, when you
2 investigate and you're trying to, I guess, reach
3 a conclusion as to, you know, what is going to
4 occur based on an investigation, I guess you
5 could call those action steps.
6 Q. And I just want to be clear, because
7 I'm a little unclear about -- did you ever
8 conclude that he had -- that the things that she
9 complained about the sexual and racial stuff had
10 happened or are you telling me you didn't
11 conclude because you didn't discuss specifics
12 with anybody?
13 A. Right. The one statement that she
14 shared, she did not want us to say to him,
15 because he would be able to identify it. But we
16 tried to say, you know, we referenced racial,
17 sexual comments that can be misconstrued.
18 Q. Okay.
19 A. And tried to approach it in a manner
20 that he knew that he could be saying things
21 offensively.
22 Q. Did you talk to anyone else that
23 maybe you didn't share the specific statement

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1 with, but that confirmed that he had made sexual
2 or racial comments?
3 A. To other individuals?
4 Q. Yes.
5 A. No other individuals stated that they
6 had received those.
7 Q. Okay. What was the comment she
8 alleged that he made?
9 A. It was something in regards to her
10 looking sexy or good in -- or you would look
11 good in black net hose.
12 Q. Was this person an African-American?
13 A. Yes.
14 Q. What was the racial part of the
15 comment?
16 A. It was separate. There was something
17 in regards to he made a comment about a sub who
18 may have been a minority. It was not directed
19 towards her but just about --
20 Q. Something about a sub maybe in the
21 bus line, something about that?
22 A. Yes.
23 Q. Were you aware of any discipline

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1 issued to Dr. Fancher as a result of these
2 complaints?
3 A. Only what is included here.
4 Q. Did you attend any follow-up meetings
5 with Dr. Fancher about the issues in Exhibit 16?
6 A. Yes.
7 Q. How many did you attend?
8 A. I attended at least one in attendance
9 with Ms. Barber. I had at least two or three
10 additional discussions with him individually.
11 Q. Were there -- did you ever have any
12 complaints about Dr. Fancher other than this one
13 from this one teacher or one employee. I don't
14 even know if it was a teacher.
15 A. You know, in principal meetings, you
16 know, people always reference, oh, so and so is
17 falling asleep or doesn't look -- you know,
18 because that was one thing that sometimes people
19 jokingly said, he falls asleep in meetings.
20 People were concerned of his appearance, because
21 he was very ill that year. His coloring was
22 very poor. There was concern about, you know --
23 and I do know he has a condition that requires

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1 certain medications, and other colleagues
2 expressed concern about him because he did not
3 look like himself. He looked -- you know, they
4 were concerned about, you know, how he looked in
5 that format.
6 Q. Do you recall anyone complaining
7 about him losing his temper?
8 A. That was expressed in the complaint
9 from the person who --
10 Q. Anyone else besides that person
11 express that?
12 A. I would have to go back and look at
13 my notes.
14 Q. What about -- and if you look at the
15 document, it says principal loses temper,
16 retaliation occurs, and repercussions follow
17 person who presented the challenge. Were those
18 just things that were presented by the person
19 who made the complaint or were those brought by
20 other people?
21 A. This was brought up in the initial
22 complaint.
23 Q. What about the delegation of

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1 principal responsibilities? Was that something
2 that just this one person brought up or was it
3 something that others brought up?
4 A. This was brought up in the initial
5 complaint, but I know in speaking with at least
6 the assistant principal, which may be former
7 assistant principal, she confirmed that, yes,
8 that was an issue.
9 Q. In the communication relationship
10 problems with the students, parents, and
11 community, where did you learn about that?
12 A. Well, that was brought up by this
13 person, but I really wouldn't be one that -- I
14 typically don't receive the parental complaints.
15 Q. And you discussed -- you and Ms.
16 Barber met with Dr. Fancher and discussed all
17 these issues with him, correct?
18 A. Yes.
19 Q. And he was put on this future action
20 plan, correct?
21 A. Yes.
22 Q. Did you ever have any discussions
23 with anyone at Hoover about moving Dr. Fancher

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1 from the principal position at Bluff Park?
2 A. Not to my knowledge. I know that
3 there were discussions about, you know, that he
4 expressed that it might be time for him to
5 retire.
6 Q. When were those? Around the same
7 time as this?
8 A. Yes.
9 Q. As Exhibit 16?
10 A. Yes.
11 Q. Just to be clear.
12 A. Yes.
13 Q. Did you ever receive complaints from
14 teachers about Brian Cain?
15 A. Not that I recall.
16 Q. How about support staff?
17 MS. YUENGERT: Complaints from
18 teachers about support staff?
19 Q. No. Complaints from support staff
20 about Brian Cain?
21 A. No other than towards the beginning
22 of his principalship, we proceeded to terminate
23 his bookkeeper who had been there for several

<p style="text-align: right;">Page 101</p> <p>1 years.</p> <p>2 Q. Chris Shaw, we've talked about him</p> <p>3 some. I just want to -- did you ever receive</p> <p>4 any complaints from employees about Chris Shaw?</p> <p>5 A. I did not.</p> <p>6 Q. Do you know if there were any</p> <p>7 complaints by Spain Park employees about Chris</p> <p>8 Shaw?</p> <p>9 A. Not made to me.</p> <p>10 Q. Do you know if there were any made to</p> <p>11 anyone else?</p> <p>12 A. I'm unaware.</p> <p>13 Q. Did you ever -- were you ever</p> <p>14 involved in any meetings with Chris Shaw where</p> <p>15 any kind of disciplinary problems were discussed</p> <p>16 regarding his employment?</p> <p>17 A. I was not.</p> <p>18 Q. Okay. And you weren't involved in</p> <p>19 any meetings where his removal or his leaving</p> <p>20 Spain Park was ever discussed?</p> <p>21 A. I was not.</p> <p>22 Q. Do you know Bob Lawry?</p> <p>23 A. Yes.</p>	<p style="text-align: right;">Page 103</p> <p>1 know specifics. I know that the -- where issues</p> <p>2 eventually evolved and it first became aware,</p> <p>3 the principal prior to Mr. Lawry was Linda</p> <p>4 Gurosky. Ms. Gurosky was trying to disband the</p> <p>5 Quest program because it made it difficult when</p> <p>6 class assignments were being made and some</p> <p>7 parents had a view that, you know, you have a</p> <p>8 gifted child or you have -- it's more enriching</p> <p>9 to be in that. I think there were a lot of</p> <p>10 misconceptions as to what the program was, and</p> <p>11 Ms. Gurosky brought it to our attention as well</p> <p>12 as Mr. Lawry.</p> <p>13 Q. Any other complaints about Mr. Lawry</p> <p>14 from South Shades Crest employees?</p> <p>15 A. Not other than the Quest.</p> <p>16 Q. Do you know why Mr. Lawry transferred</p> <p>17 from the principal position at South Shades</p> <p>18 Crest to the student services position?</p> <p>19 A. He had a conversation with me, and it</p> <p>20 was probably shortly after the Quest situation</p> <p>21 occurred. He knows -- he had reassigned --</p> <p>22 because of that, he had reassigned several</p> <p>23 teachers, and he had a conversation with me that</p>
<p style="text-align: right;">Page 102</p> <p>1 Q. And he was principal at South Shades</p> <p>2 Crest Elementary?</p> <p>3 A. Yes.</p> <p>4 Q. And then he took a position in</p> <p>5 student services; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. Now, Mr. Lawry, did you ever receive</p> <p>8 any complaints from employees at South Shades</p> <p>9 Crest about Mr. Lawry?</p> <p>10 A. There was a teacher that was</p> <p>11 dissatisfied because the Quest program was being</p> <p>12 disbanded. It was a program, I think,</p> <p>13 originated at Trace and then continued at South</p> <p>14 Shades Crest that that school opened after Trace</p> <p>15 Crossings.</p> <p>16 Q. Okay.</p> <p>17 A. And a teacher that had been involved</p> <p>18 in the Quest program was upset that it was being</p> <p>19 disbanded.</p> <p>20 Q. What was the Quest program?</p> <p>21 A. From what I remember, I think it was</p> <p>22 multi age grouping where -- and then a lot of</p> <p>23 classroom collaboration of activities. I don't</p>	<p style="text-align: right;">Page 104</p> <p>1 he felt, you know, that was a big deal for --</p> <p>2 had been at South Shades Crest a long time, and</p> <p>3 he said, you know, I've been here six or seven</p> <p>4 years, and it might be time for, you know, for a</p> <p>5 new person to come in. He did express interest</p> <p>6 in -- Wayne Smith is the attendance officer,</p> <p>7 truancy person, and I do know that Wayne Smith</p> <p>8 spoke to Mr. Lawry that he may be retiring in</p> <p>9 the near future.</p> <p>10 Mr. Smith always said to me that Bob</p> <p>11 did a very good job with his out-of-resident</p> <p>12 homeless students. And I know that Mr. Smith</p> <p>13 had spoken to Bob about certain opportunities</p> <p>14 and his intent to retire. And, of course, had</p> <p>15 been asking for several years to have someone</p> <p>16 help due to the school enrollment increasing.</p> <p>17 Q. When Mr. Lawry transferred -- at the</p> <p>18 time of his transfer, was he in -- his current</p> <p>19 contract had not run out, had it?</p> <p>20 A. When he moved into that position?</p> <p>21 Q. Yes.</p> <p>22 A. That's correct.</p> <p>23 Q. Did he keep that contract after he</p>

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1 moved into the student services position?
2 A. No, he did not because he did not
3 move into that new position until July 1 after
4 his other contract had ended.
5 Q. Okay. Scott Mitchell is the
6 principal at Brock's Gap?
7 A. Yes, sir.
8 Q. Okay. Have you ever been involved in
9 any discussions about moving him from that
10 position?
11 A. No.
12 Q. Were you involved at all in any of
13 the negotiated moving of David Shores from his
14 position at Spain Park?
15 A. I was just provided a -- you know,
16 they negotiated a settlement through our counsel
17 and his attorneys.
18 Q. Same with Rush Propst?
19 A. Same with Rush Propst.
20 Q. The position that Debra Smith was in
21 at central office, was she an administrative
22 manager at some point?
23 A. Yes. I'll have to look back at the

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1 -- there had been some changes like with our
2 director of instructional support at one time
3 had two, like a supervisor coordinator
4 underneath her. She had handled testing. Those
5 two individuals left. Then she had just one
6 person, one coordinator. I believe that
7 coordinator was leaving the system, and I know
8 under that administrative manager position there
9 were testing requirements, maybe some career
10 tech things. It was more in the curriculum
11 department.
12 MS. YUENGERT: Kevin, what was the
13 question?
14 Q. Was Debra Smith in an administrative
15 manager position?
16 MS. YUENGERT: Okay.
17 Q. I was just going to let you talk.
18 A. Sorry.
19 Q. You're fine. I don't remember what
20 exhibit this is. It's the Defendants' Responses
21 to Plaintiff's First Interrogatories and Request
22 for Production. I think it's the big thick --
23 MS. YUENGERT: 15.

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1 Q. Exhibit 15. Look on Page 28. On
2 Page 28 there starts a listing of principals or
3 administrators who were hired or transferred
4 into positions that were posted between November
5 16th, 2012 and December 31st, 2013. First off,
6 have you seen Exhibit 15 before, the responses
7 to interrogatories?
8 A. Is this 15?
9 Q. Yes.
10 A. Yes.
11 Q. And did you help provide information
12 that was used in preparing these interrogatory
13 responses?
14 A. Yes.
15 Q. And you signed these, actually. On
16 Page 47, is that your signature?
17 A. Yes.
18 Q. Okay. And let's look at these --
19 this chart. It gives a position location, the
20 name and sex of the person, the date and the
21 recommended by and the sex of that person. The
22 date, is that the date the position was posted
23 or the date the position was filled?

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1 A. That would be the date the position
2 was filled, the effective start date.
3 Q. And the first one is Melody Green,
4 and that's to the position that Carol Barber had
5 been in, assistant superintendent, correct?
6 A. Yes, with the exception some of those
7 duties were different.
8 Q. Okay. The next page, the new hire
9 chief academic officer for mathematics and
10 science central office, Tammy Dunn. Do you
11 recall when that position was posted?
12 A. It was probably posted in June if it
13 had an effective start date of July 1.
14 Q. Who had been in that position before
15 Ms. Dunn?
16 A. No one.
17 Q. Was that a new position?
18 A. Yes.
19 Q. Do you know when -- do you recall at
20 all when it was first discussed creating that
21 position?
22 A. I do not. I know that Mr. Craig and
23 Dr. Dodson had been in discussions as to what to

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1 do with curriculum because the elementary
2 curriculum director was on a leave of absence
3 towards the end of this term and did not know
4 about her intentions to return.
5 Q. The next one is the chief academic
6 officer for reading and humanities, the date
7 7/1/13. Do you know when that was posted?
8 A. It would have been the same time.
9 Q. Is that a new position?
10 A. Yes.
11 Q. Was it involved in the same
12 discussions as the mathematics and science
13 position?
14 A. Right. It was involved with all the
15 restructuring with Linda Gurosky leaving,
16 Deborah Camp leaving.
17 Q. Okay. The Bob Lawry position, we've
18 talked about some. Do you know when that was
19 posted?
20 A. I believe it was posted April the
21 30th.
22 Q. Okay. And that's the student
23 services specialist position?

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1 A. Uh-huh (positive response).
2 Q. Yes?
3 A. Yes.
4 Q. You're doing good. Do you know when
5 it was learned that that position would become
6 available?
7 A. I do not. I know that Wayne Smith
8 had been asking for assistance for several
9 years, but I think it was prompted with his
10 intentions to retire.
11 Q. And was it prompted -- who did he --
12 I guess, was it prompted by -- did he tell
13 somebody at the system, I'm intending to retire,
14 we need to create this position or --
15 A. Yeah, he verbalized to central office
16 individuals that he was looking at retirement
17 December 14 and was unsure.
18 Q. When did he verbalize that?
19 A. I can't remember.
20 Q. It would have been prior to April
21 30th, though, correct?
22 A. Yes.
23 Q. Do you recall how far -- how long?

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1 A. I don't.
2 Q. Debra Smith, this 7/1/13 from
3 administrative manager to instructional
4 coordinator of federal programs and testing, do
5 you know when that was posted?
6 A. That was probably posted in that June
7 -- these would have all occurred after we had
8 our April, May staffing meetings.
9 Q. Okay. Were you aware, did anyone
10 have any discussions with Ms. Litaker that a
11 more definite position would be available or
12 possibly available to her after the April, May
13 staffing meetings?
14 A. I'm not aware.
15 Q. The instructional coordinator of
16 federal programs and testing position, who was
17 in that before Ms. Smith?
18 A. Some of those duties were actually
19 the same as the administrative manager, but they
20 added federal programs to the duties.
21 Q. Okay. And the Kara Scholl that was
22 in to Bob Lawry's position?
23 A. Yes.

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1 Q. And then Kathy Wheaten we've talked
2 about, correct?
3 A. Uh-huh (positive response).
4 Q. Is that a yes?
5 A. Yes.
6 Q. And Chris Robbins moved to the Berry
7 position when Kathy Wheaten left, correct?
8 A. Correct.
9 Q. Did Kathy Wheaten -- when was it
10 decided that she would, or when did she indicate
11 that she would move from the Greystone position
12 to -- I mean, from the Berry position to the
13 Greystone position?
14 A. I know discussions occurred between
15 she and Mr. Craig in May and -- probably June.
16 She had been -- she was out a lot the previous
17 year due to illness of her parents, and Chris
18 Robbins had been recommended as an associate
19 principal at the time to kind of be as the
20 acting principal in her absence during that
21 year.
22 Q. When did Bob Lawry apply for the
23 student services position. If it was posted

<p style="text-align: right;">Page 113</p> <p>1 around April 30th, do you recall when he 2 applied? 3 A. Probably sometime in May. 4 Q. When did you have the conversation 5 with him where he -- that you shared with me 6 earlier about maybe it was time for him to move 7 on? 8 A. That was early on, after the event 9 with the Quest. 10 Q. Did you share that with anybody at 11 Hoover? 12 A. Not that I recall. 13 Q. Do you know if Mr. Lawry -- 14 A. And I don't even think it had -- this 15 was not -- it was just about, I think he was 16 very frustrated with all that occurred with the 17 Quest. 18 Q. Do you know if Mr. Lawry expressed 19 his consideration of retirement to anyone else 20 at Hoover prior to moving to the student 21 services position? 22 A. I do not know. 23 Q. You testified a minute earlier that</p>	<p style="text-align: right;">Page 115</p> <p>1 -- and, again, I keep legal pads. It was 2 probably around the end of February, first of 3 March, and it may have been after speaking with 4 one of them about what occurred. It may have 5 been after my conversation with Ms. Litaker that 6 I felt the need to keep it in a more for 7 documentation. 8 Q. And the conversation with Ms. Litaker 9 was that she was upset by the meeting, correct? 10 A. Yes. 11 Q. And look at Exhibit 13. Are these 12 those typed notes that we were discussing? 13 A. Yes. 14 Q. And these were typed from your 15 handwritten notes? 16 A. Yes. 17 Q. How did this meeting come about? 18 Were you meeting with Ms. Litaker or were you 19 called into the meeting or how was that? 20 A. Ms. Barber requested the meeting with 21 Ms. Litaker, and wanted someone to take notes 22 because upon going to Trace Crossings, there 23 were things that she felt as if she was not</p>
<p style="text-align: right;">Page 114</p> <p>1 you had -- not a minute, but that you had been 2 in a meeting with Ms. Barber and Ms. Litaker in 3 January of 2012. Do you recall that? 4 A. Yes. 5 Q. And do you recall telling Ms. Litaker 6 that you would not -- you were not going to take 7 notes at that meeting? 8 A. No, not that I -- I took notes of the 9 meeting. 10 Q. But you wouldn't type up notes of the 11 meeting? 12 A. Correct. 13 Q. Did you eventually type up notes of 14 the meeting? 15 A. I did eventually. 16 Q. And why was that? 17 A. I typically do messy handwritten 18 notes when I sit in on conferences. Sometimes I 19 type them up, you know, shortly after, depending 20 on times. It may be that I do it later when I 21 -- when the rush calms down. It could be 22 incidental. I can't recall exactly when. I did 23 not type them up immediately. It was probably</p>	<p style="text-align: right;">Page 116</p> <p>1 getting the answer or answers, and felt it would 2 be better to meet face-to-face to try to get 3 some of it resolved. 4 Q. Did you feel it was a productive 5 meeting? 6 A. I felt both parties expressed 7 concern. 8 Q. And did you express any concern about 9 the meeting? 10 A. I just know that not everything was 11 resolved as far as answers that might have been 12 requested. I think Ms. Barber was trying to -- 13 there were certain things that she needed to 14 address immediately and couldn't find the 15 information she needed. I would have to review 16 these again. There was a notebook, student data 17 that she was trying to locate. 18 MS. YUENGERT: What was the question 19 again, Kevin? 20 MR. JENT: I'll ask a new question. 21 MS. YUENGERT: Okay. 22 Q. Look at the last page of the notes. 23 And Ms. Litaker -- this is RL. That's Ms.</p>

<p style="text-align: right;">Page 117</p> <p>1 Litaker, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And CB is Ms. Barber?</p> <p>4 A. Yes.</p> <p>5 Q. Ms. Litaker mentioned it was not --</p> <p>6 there was not one entity that was working when</p> <p>7 she began?</p> <p>8 A. Which paragraph?</p> <p>9 Q. The second paragraph. The first full</p> <p>10 paragraph I guess, but the second.</p> <p>11 A. Okay.</p> <p>12 Q. There was much to overcome with Dot</p> <p>13 and Debra, and that was Dot Riley and Debra</p> <p>14 Smith, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And were you participating in the</p> <p>17 meeting or were you just taking notes during</p> <p>18 this meeting?</p> <p>19 A. I took notes primarily. I may have</p> <p>20 interjected some questions or some</p> <p>21 clarifications.</p> <p>22 Q. Okay. The last sentence of that</p> <p>23 paragraph says: RL stated that there are three</p>	<p style="text-align: right;">Page 119</p> <p>1 meeting?</p> <p>2 A. I don't know if she -- because it was</p> <p>3 at a later date. I don't recall if -- initially</p> <p>4 I thought that it was more of a -- again, I</p> <p>5 didn't think it was -- I thought it was more of</p> <p>6 an informative type discussion. It wasn't like</p> <p>7 it was a disciplinary type situation that you</p> <p>8 would normally -- it was more of a conversation.</p> <p>9 Q. So you didn't feel that this was a</p> <p>10 negative meeting as far as Ms. Litaker was</p> <p>11 concerned?</p> <p>12 A. It was more of a discovery type</p> <p>13 meeting in my opinion.</p> <p>14 Q. Sort of I've taken over this position</p> <p>15 and we need to have a transition type meeting?</p> <p>16 A. Or just answers, like where are</p> <p>17 certain things that -- you know, or procedurally</p> <p>18 what has been done, that type thing.</p> <p>19 MS. YUENGERT: Is this a good place</p> <p>20 to stop for lunch?</p> <p>21 MR. JENT: I'm almost through with</p> <p>22 her and I would like to, if we could -- can I</p> <p>23 have two minutes?</p>
<p style="text-align: right;">Page 118</p> <p>1 bullies that need to build respect. Did she</p> <p>2 give names of those people?</p> <p>3 A. The last paragraph?</p> <p>4 Q. The last sentence of the paragraph we</p> <p>5 were looking at.</p> <p>6 A. Oh. Did she state who those were?</p> <p>7 Q. Yes.</p> <p>8 A. I don't recall.</p> <p>9 Q. Okay. Did you share anything that</p> <p>10 happened in this meeting with Mr. Craig prior to</p> <p>11 Ms. Litaker leaving the Hoover system?</p> <p>12 A. I don't recall specifically about</p> <p>13 this meeting.</p> <p>14 Q. Okay. Did you ever receive any</p> <p>15 communications from Ms. Litaker where she</p> <p>16 complained about this meeting?</p> <p>17 A. Yes.</p> <p>18 Q. She sent you an e-mail? Do you</p> <p>19 recall?</p> <p>20 A. There may have been an e-mail. We</p> <p>21 may have discussed it on the phone.</p> <p>22 Q. At some point in time did she learn</p> <p>23 that you had actually typed up the notes to the</p>	<p style="text-align: right;">Page 120</p> <p>1 MS. YUENGERT: Sure.</p> <p>2 (Whereupon, a discussion off the</p> <p>3 record was held.)</p> <p>4 (Whereupon, a lunch recess was</p> <p>5 taken.)</p> <p>6 Q. I want to show you an e-mail that</p> <p>7 I'll mark as Exhibit 27. And this is just an</p> <p>8 e-mail that we touched on some regarding some</p> <p>9 follow-up for Ms. Litaker regarding the January</p> <p>10 28th meeting.</p> <p>11 (Plaintiff's Exhibit No. 27 was</p> <p>12 marked for identification.)</p> <p>13 Q. Do you recall receiving these e-mails</p> <p>14 and sending one of them?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Did you ever -- did you</p> <p>17 respond at all to the top e-mail on the first</p> <p>18 page where Ms. Litaker says she was very</p> <p>19 concerned about some of the questions that were</p> <p>20 asked of her? Did you ever respond to that at</p> <p>21 all?</p> <p>22 A. I don't remember replying.</p> <p>23 Q. Okay.</p>

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1 A. I mean, I may have, but I don't
2 recall if I did or not.
3 Q. Did you ever tell Ms. Litaker that
4 you ended up typing the notes that we looked at
5 earlier?
6 A. No.
7 Q. Okay.
8 A. Well, I don't recall. I'm not sure
9 if I did or not.
10 Q. Did you share this e-mail with anyone
11 at Hoover?
12 A. No.
13 Q. And the meeting with you and Ms.
14 Barber and Ms. Litaker, that took place in your
15 office?
16 A. Yes.
17 Q. Okay. Was the door closed?
18 A. Yes.
19 Q. Okay. Let me show you what I'll mark
20 as Exhibit 28. I just want you to identify if
21 these are your notes?
22 A. Yes.
23 (Plaintiff's Exhibit No. 28 was

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1 marked for identification.)
2 Q. And are these notes from a phone
3 conversation we've already talked about today?
4 A. Yes.
5 Q. Okay. Do you recall when this -- and
6 I will represent the last page of the notes,
7 there's an extra page that's not with the same
8 group of notes, and I believe it's a note
9 referring to Ida Collins. Is that your note
10 also?
11 A. Yes.
12 Q. That's not from the phone
13 conversation, though, is it?
14 A. No.
15 Q. That's from the Ida Collins matter
16 that we've already talked about?
17 A. Yes.
18 Q. Is this from a meeting you had with
19 Ida Collins?
20 A. Yes.
21 Q. Let me do this then: Will you pull
22 that page off?
23 A. Uh-huh (positive response).

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1 Q. Let's make that Exhibit 29, the Ida
2 Collins. There you go.
3 (Plaintiff's Exhibit 29 was marked
4 for identification.)
5 Q. Were these notes of this conversation
6 in Exhibit 28, was that after Ms. Litaker had
7 already brought up the subject of retiring from
8 the system, that conversation?
9 MS. YUENGERT: I'm sorry, ask that
10 again, Kevin.
11 Q. These conversations that's reflected
12 in Exhibit 28, these notes, did that take place
13 after Ms. Litaker had been approached about the
14 position at the Crossroads School?
15 A. I don't recall. I would probably
16 have to look through it.
17 MS. YUENGERT: Go ahead and look
18 through it.
19 Q. Yeah.
20 A. Ask the question again.
21 Q. Yes. Did this conversation take
22 place after she had been approached with the
23 assistant principal position at Crossroads?

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1 A. It appears so.
2 Q. And I think I see now there's a
3 little star at the top of the page, the fourth
4 line down. Do you see that? It says AP at CR.
5 Is that somehow referring to assistant principal
6 at Crossroads?
7 A. Yes.
8 Q. And then it says: I told Earl Franks
9 want to buy out contract. And then she was
10 complaining about Andy's recommendation that
11 later he wrote, correct?
12 A. Yes.
13 Q. And you told me about that. That's
14 part of the conversation you told me about?
15 A. Yes.
16 Q. Do you remember her saying anything
17 negative about the assistant principal position
18 at Crossroads?
19 A. That she was not interested.
20 Q. Okay. Was there ever any
21 documentation typed up that you're aware of and
22 sent to the board for approval, maybe not a
23 letter of approval, but a list of employee

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1 transfers that had Ms. Litaker moving to
2 Crossroads that was ever sent to the board?
3 A. No.
4 MR. JENT: And did you see this last
5 page I marked 29 so the Collins note would be a
6 separate exhibit?
7 MS. YUENGERT: Yes.
8 Q. Did anyone ever -- any of the faculty
9 or staff at Trace Crossings ever complain to you
10 about the team coming in and performing
11 observations or walk-throughs at the school?
12 A. Not that I recall.
13 Q. Okay. When did Linda Gurosky leave
14 the system?
15 A. I would have to go back and look in
16 records.
17 Q. Do you recall, did she retire?
18 A. She did retire.
19 Q. Do you recall when she announced her
20 retirement?
21 A. I would have to go back and look.
22 Q. Do you recall if that was announced
23 prior to Ms. Litaker being removed from Trace

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1 Crossings?
2 A. I would have to go back and review.
3 Q. What was Ms. Gurosky's position?
4 A. It had something to do with the
5 coordinator of assessment and I would have to
6 verify the exact title.
7 Q. That's fine. Who took her place when
8 she retired?
9 A. Her duties were redistributed to
10 different individuals.
11 Q. Was anyone hired or transferred into
12 a position that took some of those duties?
13 A. They had -- well, some people assumed
14 those duties in other departments.
15 Q. Okay. Did anybody -- was anybody put
16 in a new position -- that's a bad question. Was
17 anybody transferred into a different position or
18 hired into a different position as a result of
19 Ms. Gurosky's retirement?
20 A. I believe so.
21 Q. Okay. Do you know who?
22 A. Well, it was all part of that
23 restructuring, because our elementary curriculum

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1 director was on a leave of absence.
2 Q. Dr. Craig?
3 MS. YUENGERT: Camp.
4 A. Deborah Camp.
5 Q. Camp. It's getting that time.
6 A. During that summer, and I would have
7 to go back to see exactly when she left.
8 Q. Is this the summer of '13?
9 A. Yes.
10 Q. When we looked at all those other --
11 A. Yes. And they were just trying to
12 restructure, so I don't --
13 Q. And to touch back on one thing we
14 talked about earlier, Carissa Anthony in that
15 position, was she part of the RSA system, the
16 retirement system in that position?
17 A. I'm uncertain just because I know
18 that that was a -- it was grant paid and the
19 grant was running out. Therefore, she would not
20 have the position.
21 Q. Did Rhonda Vines or Stephanie Watson
22 ever complain to you about Carol Barber, prior
23 to Ms. Litaker being moved, about anything she

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1 was doing at Trace Crossings?
2 A. Not that I recall.
3 Q. Okay. And then the person that
4 eventually moved to Crossroads as the assistant
5 principal was Lisa Perinka?
6 A. Yes.
7 Q. And it's my understanding, did she
8 have experience or certification in counseling
9 and special education?
10 A. Yes.
11 Q. And then Ms. Perinka, was she -- was
12 that position eliminated as part of her
13 reduction in force about a year after she took
14 the position?
15 A. Yes. There were several RIF
16 positions that years.
17 Q. And the assistant position at
18 Crossroads was one of those, correct?
19 A. Yes.
20 Q. Do you know if the attendance at
21 Trace Crossings increased or decreased during
22 the time Ms. Litaker was there?
23 MS. YUENGERT: You mean enrollment?

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1 Q. Enrollment, yes, I'm sorry.
2 Attendance was a bad word. That would be hard
3 to tell.
4 A. Repeat the question.
5 Q. Yes. Did the enrollment at Trace
6 Crossings increase or decrease or stay the same
7 during the time that Ms. Litaker was there?
8 A. I would have to go back and look at
9 the enrollment records.
10 Q. You don't recall?
11 A. I don't recall.
12 Q. And as part of the negotiated
13 settlements, we talked about Mr. Propst and Mr.
14 Shores. As part of their negotiated settlement,
15 it's my understanding that they were each
16 allowed to move -- at least they had some sort
17 of title of a position within the system,
18 correct?
19 A. I believe Mr. Shores was, but I don't
20 know about Mr. Propst.
21 Q. And do you know if it was anticipated
22 if Ms. Litaker took the position at Crossroads,
23 would her pay have been lowered?

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1 A. No.
2 Q. She would have stayed under the same
3 contract or just the same pay?
4 A. Same pay.
5 Q. Did you ever have any discussions
6 with Mr. Craig about moving an individual named
7 Ken Jarnigan out of the principal position at
8 Spain Park?
9 A. Out of the position at Spain Park?
10 Q. Yes. Any discussion with Mr. Craig
11 about that?
12 A. Not with Mr. Craig.
13 Q. And Mr. Jarnigan, I understand, left
14 that position recently, correct?
15 A. Yes.
16 Q. That was under a new superintendent,
17 correct?
18 A. Yes.
19 Q. And Mr. Craig did not make that
20 decision to move Mr. Jarnigan?
21 A. No.
22 Q. Were you aware of any problems with
23 Mr. Jarnigan's performance as principal at Spain

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1 Park that were occurring while Mr. Craig was
2 superintendent?
3 A. No.
4 MR. JENT: I think I'm through.
5 MS. YUENGERT: Do you want to take a
6 minute?
7 MR. JENT: Two seconds.
8 (Whereupon, a brief recess was
9 taken.)
10 MR. JENT: Nothing further.
11 MS. YUENGERT: Okay. I've got a
12 handful.
13 EXAMINATION
14 BY MS. YUENGERT:
15 Q. Ms. Veal, I want you to look at
16 Plaintiff's Exhibit 4, which is the principal
17 employment contract. If you'll look at the
18 provision, Section 5 on Page 2, which addresses
19 transfer, correct?
20 A. Yes.
21 Q. You had testified earlier that the
22 board is authorized to transfer the contract
23 principal, but that you had looked at the law

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1 and couldn't find anything that the board had to
2 vote to do it or something along those lines.
3 Is that what you said?
4 A. That's correct.
5 Q. Okay. Can you just explain a little
6 bit about that?
7 A. Usually it's based on counsel
8 advisement. If there's mutual agreement upon a
9 reassignment, there would not be board approval.
10 Q. Okay. So is it your understanding
11 that Section 6 kicks in if the contract
12 principal objects to the reassignment?
13 A. That's correct.
14 Q. Okay. In that same provision, Mr.
15 Jent had asked you about what any other
16 administrative position in the school system
17 meant, and you said that an administrative job
18 outside of a local school, because you defined
19 that, would be a job with some type of
20 leadership responsibility; is that right?
21 A. That's correct.
22 Q. Does a leadership responsibility
23 necessarily have to supervise other employees?

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1 A. Not necessarily.
2 Q. And would the security assessment
3 that Mr. Craig had assigned to Ms. Litaker at
4 the central office, would that have been an
5 administrative responsibility?
6 A. Yes.
7 Q. Would that have been a leadership
8 position?
9 A. Yes.
10 Q. How about the grant administration?
11 Was that considered a leadership responsibility?
12 A. Yes.
13 Q. When Melody Green was moved to the
14 central office in the early part of 2013, was
15 there a PAF filled out on her?
16 A. No. That was a -- she agreed to move
17 to central office to perform supplemental duties
18 for a six-month period.
19 Q. Was she moved to a specific position
20 in the central office?
21 A. There was not a specific title given,
22 primarily because it was unknown what Ms.
23 Barber's future plans would be. There was

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1 uncertainty if Ms. Barber would be returning.
2 Therefore, they moved her to central office to
3 primarily perform student discipline issues, and
4 then some of the other duties that had been
5 assigned Ms. Barber were redistributed.
6 Q. Plaintiff's Exhibit 16 and
7 Plaintiff's Exhibit 17, these are the documents
8 reflecting some discussions or interactions with
9 David Fancher. You had testified that an
10 employee at Bluff Park had complained about Dr.
11 Fancher, correct?
12 A. Yes.
13 Q. Had any of the other employees at
14 Bluff Park complained about him?
15 A. No.
16 Q. And when you went to talk with Dr.
17 Fancher, did he admit to making any sexual
18 comments?
19 A. No.
20 Q. Did he admit to making any racial
21 comments?
22 A. No.
23 Q. Plaintiff's Exhibits 16 and 17, are

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1 these disciplinary actions against Dr. Fancher?
2 A. They are more of a summary of what
3 was discussed.
4 Q. And why did you feel necessary to
5 have a summary of what was discussed?
6 A. To document that we had investigated
7 the complaint.
8 MS. YUENGERT: I don't have anything
9 else.
10 MR. JENT: A couple of questions in
11 follow-up.
12 RE-EXAMINATION
13 BY MR. JENT:
14 Q. There are some notes from a meeting
15 with David Fancher. Did you type these up or
16 did Ms. Barber type these up?
17 A. I typed those up.
18 (Plaintiff's Exhibit No. 30 was
19 marked for identification.)
20 Q. Okay. I want to just introduce those
21 as Exhibit 30. And you typed these from
22 handwritten notes that you made?
23 A. Yes.

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1 Q. Okay. And the key -- is that your
2 handwriting, D is David Fancher and C is Carol
3 Barber?
4 A. That's correct.
5 Q. And I guess M would be you? On the
6 last page there's an M.
7 A. Yes.
8 Q. As far as Exhibit 16 and 17 are
9 concerned, there was no written documentation
10 made of any discussions had with Ms. Litaker
11 about any concerns or complaints teachers or
12 staff may have had against her, was there?
13 A. Similar to this?
14 Q. Similar to that.
15 A. No. But under the law, sexual
16 harassment has to be investigated, you know, in
17 a -- our policy prescribes if it's sexual
18 harassment how to investigate.
19 Q. Right. But that future action plan
20 concerns more than just sexual harassment,
21 correct?
22 A. The person making the complaint did
23 not want her identification known due to the

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1 comment. Therefore, other things were included
 2 to try to address her initial complaint.
 3 Q. But there was never a meeting with
 4 Ms. Litaker about complaints that -- other than
 5 Julie Kent and Ida Collins, maybe Michael
 6 Wesley, but you never had a meeting with her
 7 about the complaints that were made in the fall
 8 of 2012, did you?
 9 A. No.
 10 Q. And you don't know -- do you know if
 11 Ms. Barber did?
 12 A. I can't testify to that.
 13 Q. You weren't present during a meeting
 14 with Ms. Barber, were you?
 15 A. No.
 16 Q. Melody Green, you testified earlier,
 17 though, she received a supplemental pay for
 18 doing the supplemental duties in the central
 19 office, correct?
 20 A. Correct.
 21 Q. And Ms. Green, what position was she
 22 in before she was moved to the central office?
 23 A. Assistant principal.

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1 Q. And when Ms. Green agreed to move to
 2 the central office, was she told at that time
 3 what she would be doing at the central office?
 4 A. Those discussions would have occurred
 5 with Mr. Craig. The only ones that I'm aware of
 6 were around student discipline matters.
 7 Q. Did she know that she was going to be
 8 taking over some of the duties that Ms. Barber
 9 performed because Ms. Barber was moving to --
 10 was going to Trace Crossings on an interim
 11 basis?
 12 A. I didn't take place in those
 13 discussions.
 14 Q. And Ms. Litaker was only assigned
 15 duties and responsibilities when she moved to
 16 the central office, correct? She was not
 17 assigned -- she was not given a position,
 18 correct?
 19 A. Correct.
 20 MR. JENT: Okay. That's all I have.
 21 RE-EXAMINATION
 22 BY MS. YUENGERT:
 23 Q. Did anyone ever file a harassment

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1 complaint based on sex or race against Robin
 2 Litaker?
 3 A. Not that I'm aware of.
 4 MS. YUENGERT: Okay. That's all I
 5 have.
 6
 7 (Whereupon, deposition concluded at
 8 1:49 p.m.)
 9
 10
 11 FURTHER DEPONENT SAITH NOT
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1 C E R T I F I C A T E
 2
 3 S T A T E O F A L A B A M A)
 4 J E F F E R S O N C O U N T Y)
 5
 6 I H E R E B Y C E R T I F Y 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 F U R T H E R C E R T I F Y 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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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

ROBIN LITAKER,)

Plaintiff,)

vs.)

CIVIL ACTION NO:

2:14-cv-2176-MHH

JURY DEMAND

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.)

**PLAINTIFF'S
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NOTICE OF DEPOSITION

To: Donald B. Sweeney, Jr.
Anne R. Yuengert
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

Counsel for the Defendant

PLEASE TAKE NOTICE that the plaintiff will take the deposition(s) of the person(s) designated by the defendant pursuant to Federal Rules of Civil Procedure

30(b)(6) upon oral examination before a notary public or other officer duly authorized to administer oaths, on Wednesday, July 29, 2015 beginning at 10:00 a. m. at the law offices of Wiggins, Childs, Pantazis, Fisher & Goldfarb, LLC, The Kress Building, 301 19th Street North, Birmingham, AL 35203 and defendant is notified to appear and take part. The defendant is requested to designate and produce the person(s) who have knowledge of the following subjects:

1. Plaintiff's employment history with the Defendant, Hoover Board of Education, including plaintiff's removal as Principal of Trace Crossings Elementary, her time at Central Office, her reassignment to Crossroads, and her retirement.

2. Plaintiff's alleged performance problems, if any, while she was employed with the Defendant Hoover Board of Education, including but not limited to formal and informal disciplinary actions or discussions.

3. All complaints made about Plaintiff during her employment.

4. All principals from January 2010 to present who received any discipline or counseling (either orally or in writing) and the reason for said discipline or counseling

5. All principals from January 2010 to the present who have been either removed from their school or allowed to step down as principal because of a performance issue, including the name, sex, and location of the principal and the

disciplinary actions and decision makers at issue in each case.

6. All meetings and/or communications between Plaintiff and any of the Defendants' agent, servants, and/or employees concerning her performance.

7. Carol Barber's and Kathy Wheaton's employment histories with the Defendant, Hoover Board of Education.

8. 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.

9. All Principals and Administrators hired and/or transferred after plaintiff was removed as Principal at Trace Crossings Elementary.

10. Each and every reason the defendant contends it did not breach the plaintiff's June 18, 2012 Employment Contract.

REQUEST FOR PRODUCTION

The Plaintiff requests that the deponent(s) produce at the deposition and any all documents he and/or she utilized to prepare for said deposition and/or documents that refresh their recollection of the facts of this case.

Respectfully submitted,

/s/Kevin W. Jent
Kevin W. Jent
Counsel for the Plaintiff

OF COUNSEL:

WIGGINS, CHILDS, PANTAZIS,
FISHER & GOLDFARB, LLC
The Kress Building
301 19th Street North
Birmingham, Alabama 35203
205/314-0500

CERTIFICATE OF SERVICE

I hereby certify that I have mailed the above and foregoing, by U.S. Mail, properly addressed and postage prepaid, on:

Donald B. Sweeney, Jr.
Anne R. Yuengert
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

This the 2nd day of July, 2015.

/s/KevinW. Jent
OF COUNSEL

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

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 NUMBER:
2:14-cv-2176-MHH

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RESPONSE TO RULE 30(B)(6) NOTICE OF DEPOSITION

Come now Defendant, Hoover Board of Education (“the Board”) to respond to Plaintiff’s Rule 30(b)(6) notice of deposition:

TOPIC NO. 1:

Plaintiff’s employment history with the Defendant, Hoover Board of Education, including plaintiff’s removal as Principal of Trace Crossings Elementary, her time at Central Office, her reassignment to Crossroads, and her retirement.

DESIGNATION: The Board designates Mary Veal to testify regarding Plaintiff's employment history as reflected in the business records of the Hoover City Schools ("HCS").

TOPIC NO. 2:

Plaintiff's alleged performance problems, if any, while she was employed with the Defendant Hoover Board of Education, including but not limited to formal and informal disciplinary actions or discussions.

DESIGNATION: The Board objects to designating a witness to testify 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. Subject to that objection, the Board designates Mary Veal to testify regarding any performance problems as reflected in HCS records. Additionally, the Board designates Carol Barber to testify regarding her personal knowledge regarding Plaintiff's performance at Trace Crossings Elementary School ("TCES").

TOPIC NO. 3:

All complaints made about Plaintiff during her employment.

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 3 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 identify complaints (if any) from that time is unduly burdensome. If Plaintiff will explain the relevance of such information the Board will reconsider this response.

Subject to that objection, the Board designates Mary Veal to testify regarding any complaints the Board received regarding Plaintiff after she became Principal at TCES. Additionally, the Board designates Carol Barber to testify regarding complaints about Plaintiff that Ms. Barber received.

TOPIC NO. 4: All principals from January 2010 to present who received any discipline or counseling (either orally or in writing) and the reason for said discipline or counseling

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 4 to the extent it seeks information regarding principals who received discipline or counseling who reported to supervisors other than Andy Craig and Carol Barber on the grounds that those individuals are not similarly

situated to Plaintiff and any information regarding their discipline 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 further objects to designating a witness to testify regarding Topic No. 4 on the grounds that Plaintiff's claims in this lawsuit are that 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 are made more or less likely by evidence of other principals disciplinary history.

The Board objects to designating a witness to testify regarding Topic No. 4 on the grounds that the phrase "any . . . counseling" is vague. The Board assumes by "counseling" Plaintiff means conversations that are a precursor to formal disciplinary action if the topics are not addressed.

Subject to those objections, the Board designates Carol Barber to testify regarding any discipline or counseling (as defined above) of Principals between January 2010 and November 16, 2012. The Board designates Mary Veal to testify regarding any discipline or counseling of Principals between November 16, 2012 and December 21, 2014.

TOPIC NO. 5:

All principals from January 2010 to the present who have been either removed from their school or allowed to step down as principal because of a performance issue, including the name, sex, and location of the principal and the disciplinary actions and decision makers at issue in each case.

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 5 to the extent it seeks information regarding principals who received discipline or counseling who reported to supervisors other than Andy Craig and Carol Barber. (See objection to Topic No. 4).

Subject to that objection, the Board designates Carol Barber to testify regarding any principals “either removed from their school or allowed to step down as principal because of a performance issue” between January 2010 and November 16, 2012.

The Board designates Mary Veal to testify regarding principals “either removed from their school or allowed to step down as principal because of a performance issue” between November 16, 2012 and December 31, 2014.

TOPIC NO. 6:

All meetings and/or communications between Plaintiff and any of the Defendants’ agent, servants, and/or employees concerning her performance.

DESIGNATION: The Board designates Carol Barber.

TOPIC NO. 7:

Carol Barber's and Kathy Wheaton's employment histories with the Defendant, Hoover Board of Education.

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 7 to the extent it seeks information regarding Carol Barber's employment history on the grounds that it is not relevant to Plaintiff's claims in this lawsuit. Without waiving that objection, the Board designates Mary Veal to testify regarding Ms. Barber's and Ms. Wheaton's employment histories as reflected in HCS records.

TOPIC NO 8:

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.

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 8 on the grounds that the topic 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.

The Board objects to designating a witness to testify regarding Topic No. 8 to the extent it seeks a witness to testify regarding Rush Propst and David Shores on the grounds that the topic 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.

Subject to and without waiving those objections, the Board designates Mary Veal to testify regarding the employment histories of David Fancher, Brian Cain, Chris Shaw, Bob Lawry, and Scott Mitchell as reflected in HCS records. Ms. Veal is also available to testify regarding the fact of the Board's transfer of Rush Propst and David Shores pursuant to negotiated settlement agreements (although not the confidential terms of those agreements).

TOPIC NO. 9:

All Principals and Administrators hired and/or transferred after plaintiff was removed as Principal at Trace Crossings Elementary.

DESIGNATION: The Board objects to designating a witness to testify regarding Topic No. 9 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. The Board further objects to designating a witness to testify regarding Topic No. 9 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.

Subject to those objections, the Board 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. The Board designates Mary Veal to testify regarding its response to Interrogatory No. 15 and her personal knowledge regarding those decisions.

TOPIC NO. 10:

Each and every reason the defendant contends it did not breach the plaintiff's June 18, 2012 Employment Contract.

DESIGNATION: The Board objects to Topic No. 10 to the extent it would require the Board to designate a witness to offer a legal conclusion. Subject to that objection, designates Mary Veal.

RESPONSE TO REQUEST FOR PRODUCTION

REQUEST:

The Plaintiff requests that the deponent(s) produce at the deposition and any all documents he and/or she utilized to prepare for said deposition and/or documents that refresh their recollection of the facts of this case.

RESPONSE: The Board objects to the document request to the extent it seeks documents protected by the attorney-client privilege or work product doctrine. Subject to that objection, the Board will produce any documents the deponents used to prepare for the deposition other than those that Plaintiff produced to Defendants in this litigation, that Defendants have already produced to Plaintiff in this litigation, or those protected by the attorney-client privilege or work product doctrine.

s/Anne R. Yuengert

ANNE R. YUENGERT

OF COUNSEL

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119
Telephone: (205) 521-8000
Facsimile: (205) 521-8800

CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2015, I electronically mailed to the following:

Kevin W. Jent
Wiggins, Childs, Pantazis, Fisher & Goldfarb, LLC
The Kress Building
301 19th Street North
Birmingham, AL 35203

s/Anne R. Yuengert

Anne R. Yuengert

From: Julie Kent

Wednesday, April 25, 0715 – came into office for the day. Noticed office had already been opened and unlocked. REDACTE and another student were sitting in the outer room at a table eating breakfast. I was later told by R. Litaker that R would be eating breakfast every day there. I was unable to supervise these students as I needed to go get ice for the day, clock in, etc. K. Denton, R's teacher came to get him around 0730 or so.

Wednesday, April 25, 0900 – R. Litaker brought REDACTED to me and asked if he could sit with me until "his medicine kicked in". Student's medication had been dispensed at 0805 that morning. Student wailed and cried in my office for almost 45 minutes solid because he was not allowed to attend the assembly that day. He had been brought to the front office by his teacher before the assembly began. After multiple attempts made to calm student, he then began tearing up my crayons and the paper on my cot. He was talking very loudly and non-stop. Multiple attempts made to quiet student. Student was rolling around on the floor of the Health Room and would not keep quiet or still.

Wednesday April 25, 1020 – Received a call for assistance over the walkie talkie by Miss Denton to "bring the testing kit". REDACTED, a diabetic is in that classroom. Before I could respond to the call for help, I had to gather up REDACT off the floor, gather up his work he was supposed to be doing, and take him the Patrice Langham in the front office. When I arrived in REDACT classroom, his BS was 49. I am not sure where REDACT stayed for the rest of the day. REDACT had remained in the Health Room for one hour and 20 minutes.

Wednesday, April 26, 0715 – RE and a friend were in my front waiting room eating breakfast unsupervised by an adult when I arrived to school.

Wednesday, April 26, 0934 - Was asked to watch REDACTED in my room. RED had been sent to the front office by S. Herriott. RED was placed inside the inner health room. Student had access to hearing all information discussed in Health Room. RED has no work to do. At 11:30, nurse took RE i to the lunchroom to get her lunch and she ate in the Health Room with the nurse. Student was finally sent back to class at 11:51. Student had remained in nurse's office for 2 hours and 20 minutes with no work to do.

Wednesday, April 26 At 1151, Ms. Litaker brought another student to me, REDACTED to watch while she went to a grade level meeting. REDACT has been sent to the office by his teacher for misbehaving. She told RED she could go back to class. Ms. Litaker came to check on student at least twice, but left him here while she attended two more meetings. She apologized to me and states this wasn't her intention to leave student here but didn't have any other alternative. Student remains in Health Room coloring. Student was dismissed home from the nurse's office at 1430. Student had been in the Health Room for 2 hours and 40 min with no work to do.

Tuesday, May 01, 2012 0720 RE was brought into HR to eat his breakfast with another student. RE was yelling loudly out the door at other students. Nurse had to ask R several times to be quiet and eat his breakfast. One of the nurse's morning med children was missing and needed to go look for him. At that time, Robin Litaker asked Shannon Mooney to take R with her. Shannon already had REDACTED

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Litaker v. Hoover
Produced by Defendants
00252

with her and she informed Ms. Litaker that the two are not to be together. Ms. Litaker sent RE with her and told her it would "only be for a few minutes".

Tuesday, May 1 0953 REDACTED was brought to HR by Ms. Litaker. Student accused the sub teacher of hitting him on the leg. Student was observed by nurse to have no visible mark on leg. Ms. Litaker informed of this finding. She told student to "stay right here" and she left room. Student remains in HR, talking loudly, talking to himself. Nurse gave student books and colors to try and occupy him. Call came over radio that diabetic student felt low. Nurse took REDAC out to Debbie Lindley to watch at front hallway while I went to Miss Denton's class. Upon arrival to Miss Denton's class, student's BS was 57. Escorted student back to HR. REDA came back into HR with nurse as he was lying across the front bench in the front entrance. While treating the diabetic student's low, REDA had to be repeatedly told to go sit down. REDA kept taking crayons from REDAC while REDAC was waiting in the HR for his BS to come back up. After REDAC was adequately treated, he left the HR around 1042. REDAC finally laid down on the nurses' cot. REDAC fell asleep on nurses' cot around 1110. At 1200 the student woke up and told me he was hungry. Nurse went to cafeteria with student to get his lunch. Student ate his lunch in HR. at approximately 1330, Ms. Litaker called me into her office about another issue. I asked her what I was supposed to do with REDAC and that he was still with me in the Health room, she told me to send him to her, she had forgotten he was in there. Student left HR and went to Ms. Litaker's office. He had been in the Health Room for approx. 3 ½ hours with no instruction, no work. He had been privy to all information discussed in Health Room, several times had to be instructed to go sit down while Mrs. Kent was taking care of students.

Amanda Stone, M. Veal
① Key Grammar - IP Teacher
2 yrs exp. / only K

10/15/12

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② Ed AL
only 5 T to obs; could not get info
Ed AL

③ No part of CIP

④ Test scores - RL called R. Vines - not Amanda,
not other 4th T

⑤ Made rec about info from ARMT worksheet;
had Excel worksheet re standards / LP;
things T have teach and are not -

⑥ yells at personnel in front of others -
Amanda in front Debbie Dicks

⑦ RL - paranoid; people scared to
approach her -

⑧ PEP - binder not received; no ESR
→ Reminder re ESRs for AP

⑨ Tina Moretis - pulled lots to be Title I, less stuff, etc.; planned to leave before mood finalized

⑩ Angie Smith - Counselor -

⑪ Nurse - Julie Kent - watching S in time out - Julie wanted leave

⑫ Amanda not given resp of AP -

Curriculum teams

Gail - reading

Janney - math

Ellen/Melanie - technology

⑬ Laurie White - tr from T.V.

Nook pilots ???

absent many days

△

⑭ iPad use - RL does not use - in curr mtgs, plays Angry Birds

⑮ Not viewed as adm @ TC -

- ①⑥ Ask Amanda to be "an outsider + report what people are saying about me!"
- ①⑦ Talks about T. to other T
Trusts D. Camp, Debbie Drake, R. Vico
T see RL as being dependent on D. Camp
- ①⑧ 75% of time time doing tasks for Robin - led PBIS teams
- ①⑨ RL thinks D. Smith did something to botch up test scores for TC
- ②① AP meetings - RL does not want AS to go to mtgs.
Says APs talk about Ps
- ②② RL declines IEPs at last min (1/2 hr before mtg)
- ②③ RL tells AS "I am gatekeeper to your next job"
- ②④ Preschool - wanted more units -
- ②⑤ Neg morale
- ②⑥ 4th team for Hooks - all got - some who applied - not approved

PLAINTIFF'S EXHIBIT

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Subject: RE: notes
From: Litaker, Robin (rlitaker@hoover.k12.al.us)
To: mveal@hoover.k12.al.us;
Date: Tuesday, February 5, 2013 1:41 PM

I was very concerned about some of the questions that were asked of me.....

I felt that I was being accused of not doing certain things at Trace I had a good plan for moving that school forward, the teachers were planning together, the Team Captains had met and approved the CIP plan (I have the agenda and minutes from the meeting), I have never let parents request a teacher..... I used test scores in an effective manner
etc.....

All of this has happened and not once have I been given an opportunity to stand up for myself, my practice or even address the accusations that were made by teachers and others to you and Carol.....

Being pulled into your office was just another embarrassing moment for me....

I'm sorry Mary.... I have kept to myself through all of this.....

Please do not Forward.....

From: Veal, Mary
Sent: Tuesday, February 05, 2013 12:53 PM
To: Litaker, Robin
Subject: RE: notes

Hey, Robin. I ended up not typing a summary because Carol said she didn't see the necessity based on clarification given. In the past when she asked me to meet with her to take notes, I would summarize but circumstances were usually different. This was an informal meeting, so I didn't do any follow up.

Mary Veal, Director of Human Resources

Hoover City Schools

2810 Metropolitan Way

Hoover, AL 35243

Office: (205) 439-1000

Cell: (205) 602-6315

From: Litaker, Robin
Sent: Monday, February 04, 2013 4:40 PM
To: Veal, Mary
Subject: notes

Do you have the notes from our meeting last Monday?

REDACTED

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EXHIBIT

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Notes from phone conversation ~~with~~ ^{of} ~~the~~ ^{the} ~~latter~~ after
she was reassigned to central
PL: office

Buy out new instead of ~~waiting~~ ^{paying}
thru December -

Andy/Carol - Moving to protect me - Hands on me:
Dot, Amanda, Debra Smith -

Debra Smith - DS - illegal stuff -

- finally got email copy ~~of~~ Carol sent out -
- accused ^{Robin} steering parents up
- * APOCR - I told Carl Franks - want to buy out contract (complaining about Andy's recom. ltr. he wrote)
- This letter doesn't get me a principal job -
- better for award or tech. position -
- "Why don't you see them?" -
- Mr. Craig didn't write ltr. to my satisfaction
- Debra Smith promotion
- Promised a Director or Principalship -
- Andy title to leave on good note -
- this is all verbal -
- I have to evidence what Carol said was going on - I've got emails, documents
- AET in bldg when I was out of town
- Carol chose not to talk about - Amanda/Dawn
- J. w/ me
- Talking to Kristi T. same day -
- I don't know who wrote ltr - I want more info about my account
- @TC -
- RTI - Carol!?
- I put ideas in an email to Louise - to include - listed - I wanted included

- "They made me feel as if I did nothing wrong"
- I'm scapegoat
- Takes 5 yrs. to turn things around -
- Single - inexcusable -
- file ethics report - against bd. members
 - "They moved me -> Carol is fixing things" - ~~was~~ I caused low test st.
- Registrar - leases - sti - zoning:
 - 18-50% Free/red. - doesn't make sense
- I fixed things, reported, it & moved on
- I don't want to file a lawsuit, moving as a principal - but I am humiliated - inexcusable -
(Cries - "Why did they do that to me?")

12-6-11 Ida Collins

* April 2011 - Awards Ceremony -
Did not get to get award

* Nov. 30th - Plumbing/Custodial
Issue - Had Ida come back
over-reacted

* Concerned about temper

* Hot/Cold Breakfasts - (K-1)
(Multi-purpose room) -

pop tart, string cheese, muffin,
yogurt-juice

- Teachers don't like it (K-1)
= 25 students -

- Email teachers. They can go either
place for hot/cold -
2-3 wks later, kids had choice

- Feel like she is harassing - temper is
quite

**PLAINTIFF'S
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Key: D- David Fancher
C- Carol Barber

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Meeting with David Fancher

April 12, 2012

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The following was discussed:

- Concern: Delegation of duties; discipline issues to office staff
- D: Students in time out may be with Susan Poer if administrators are out; time out area is in my office since we don't have a room; Marjee or Susan may supervise at times
- Concern: Over-dependency of other school personnel
- D: Spending more time in office; have been giving more responsibilities to Kara; how much do you want your AP to grow? Believes in giving them more tasks to be successful
- C: Some perceive you are not engaged in the building and other your office staff handles administrative matters. What does your office staff do?
- D: Sharon handles the financial and procedural things, and bk have more duties on them now; Marjee and Susan are in office and help answer questions, follow up with parents, etc.
- C: Perception is that you give more duties to them.
- D: We may have them call parents, but try to do that when I'm there.
- C: Example: Who handles the key with Tamburello when there is a call?
- D: Kara, Sharon, and I rotate these duties and I'm second on the list. Sharon is first right now. Kara is third.
- C: There's a perception that Sharon receives more of these delegated duties from staff and parents.
- D: We also have an Emergency Phone Tree that is used for emergencies. I can see where there could be a perception about her having more, but bookkeepers have to do so much more work now. I can see how people would view it that way.
- C: Visibility of you not being in the school and community has been expressed, such as not knowing students or parents' names.
- D: You can see me in the mornings during carpool as I greet them. Since December I've been out a lot more. I did go to Daulphin Island with them.
- C: What about the lunchroom? PTO Meetings? Do you feel connected with your PTO?

D: PTO is the first Friday of the month. I've only missed one. The current PTO president tends to go to Sharon more, but when PTO monies started going through our books she interacted more with Sharon; the treasurer goes with her, too, at times. Is there anything I need to know?

C: With exception of the PTO president, do you feel other parents and community have concerns about you? Do they keep you informed of any concerns they may have?

D: There appears to be more one way communication at PTO meetings. I tell them information.

- Concern: Inappropriate Comments

C: Another concern has been inappropriate comments, some of which may be aged or some time back.

D: I might say hell or damn.

C: Some people may take things out of context, but do you recall any racial comments?

D: Race concerns me. What do you mean?

C: If a sub is a minority, possibly in carpool, and a discussion about having more male minority subs?

D: I've mentioned having more minorities on our PTO board.

C: It may have been perceived in a more derogatory way.

- Concern: Retaliation

C: There have been comments about possible retaliation. I was surprised to hear this because I've never seen that side of you; a perception that repercussions could follow if confronted; parents and staff come to see you in pairs; some just choose not to confront

D: I used to have a temper, and it's something I have to work. I've improved in the last couple of years.

C: Retaliation may be viewed as "ignoring"; recognizing or rewards going to another colleague, but then you will go back to the person later; it's a tactic some principals may use and I've had to ignore at times

D: If it has happened it hasn't been a conscious effort; I'm trying to see who isn't happy, and may go out to dinner with the fifth grade team

C: Fifth grade may be viewed as being treated differently and as if they run the building or make more decisions

D: I've heard that comment before. Personalities are strong on that team. Parents have liked that strong model; Gail has been negative, but may not say it in a nice way; we've been friends for 30 years; comments may have been overheard when I was talking to her

- C: I've had times I've talked with SMS administrative staff about matters to get an idea and comments were overheard
- M: Some inappropriate comments may have been viewed in an unintentional joking manner, but overheard by others.
- C: Most concerns are the comments regarding sexual or racial nature; no retaliation and repercussions should occur; creating a dependency on others; and to many "perception" matters
- Concern: Unprofessional appearance
- C: We discussed this previously and it has certainly improved. I spoke to you several months ago and this does not appear to be as great of a concern now.
- D: I will wear a tie. You talked to me a Christmas or two ago and I have been trying to be more visible.
- C: A tie isn't necessary, but I also realize you have had health concerns since December and I'm feeling guilty about bringing those issues up now. I don't want you to go back and discuss this meeting with any personnel. It is best to keep this confidential and you can tell anyone who may ask we were following up on staffing.
- D: I plan to leave here and go to FL to see daughter; wife is there now.
- C: We need to discuss this with Andy; is there anything we've discussed that isn't fixable?
- D: I think about comments that may have been misconstrued; I will encourage people to come to me v. Central Office; Sharon is strong and they may go to her, but I've let Kara get bigger for exposure to prepare as an administrator
- C: I think Kara welcomes the authority, and is ready for a principalship.
- D: I tend to not be confrontational and may know who expressed concern; I will go back to what I used to do with seating charts at lunch, etc.
- C: Some parents, more staff and faculty, have shared concerns that we wanted to share and hear your side. I live in BP so I may hear more; I don't pick up a general negativity, but mainly staff concerns.
- D: I can use PLP conferences to communicate better.