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SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable William H. Seals, Jr., Circuit Judge

Case No. 2020-CP-26-05790

Appellate Case No. 2023-001602

Major Jason J. MacDonald

Appellant,

v.

Horry County School District, Dr. Rick Maxey, in his individual and official capacities, Michael McCracken, in his individual and official capacities, Brandon Todd, in his individual and official capacities, and Mary Anderson, in her individual and official capacities.

Respondents.

RECORD ON APPEAL VOLUME II OF III

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1 a little bit more about that. The certification
2 -- well, strike that.

3 When you took the job with Horry County
4 Schools for the 2018-2019 school year, were you
5 fully certified and cleared to start working as a
6 JROTC instructor?

7 A. When I took that position, as I knew it,
8 I was fully certified to take a position as a
9 JROTC instructor. Other than my certification was
10 three months out of tolerance, which I brought up
11 to Colonel Davis, and he said, No problem; we'll
12 get an exception to that policy.

13 Unbeknownst to me at that time, the
14 Department of Defense, the Army for JROTC had
15 enacted requirement for all JROTC instructors to
16 conduct a CNACI, child care national registration
17 check -- background check.

18 So when I took that position and then I
19 got the exception to the policy, I then started
20 the CNACI process shortly after I took it.

21 Q. Okay.

22 A. Because I did not have the CNACI,
23 unbeknownst to me at that time, I could not
24 conduct -- could not sign a contract to the JROTC
25 Command, which is normally what happens. You get

1 Q. And that extended the expiration date of
2 your certification so that you could get in the
3 window and hold the position to prevent that
4 certification from expiring?

5 A. Right. So to follow on that, for a
6 JROTC instructor, once they start working in
7 JROTC -- say your certification is fine -- it's
8 fine once you complete the school year, and then
9 you start another one. Because it's a continuous
10 position. So as long as you don't have an
11 extended period or break, then you're able to
12 continue on to work as a JROTC instructor.

13 Q. Right. And you are alleging that your
14 certification to be a JROTC instructor has now
15 expired, correct?

16 A. My certification to be a JROTC
17 instructor was only -- for the exception of
18 policy, was only for Horry County Schools. And
19 since I never did sign in with the JROTC command,
20 when I was let go from Horry County Schools, my
21 certification was lapsed -- past the three months
22 now.

23 Q. So the exception was solely for the
24 position with Horry County?

25 A. Yes.

1 Q. So -- okay. So, then, the CNACI -- was
2 the CNACI process ever completed, to your
3 knowledge?

4 A. Yes.

5 Q. When?

6 A. I believe it was completed -- I know for
7 a fact it was completed in July, but I think it
8 was completed a little bit earlier. But I did not
9 get the e-mail from the CNACI until July of the
10 certificate.

11 Q. July of 2018?

12 A. '19.

13 Q. '19. Okay. All right. Paragraph 17
14 says that, "When he began teaching, he became
15 aware through a direct communication that Junior
16 JROTC Instructor Sergeant First Class David Jones
17 planned to leave the district in December of
18 2018." Is that correct?

19 A. Yes. He had told me that he had planned
20 on leaving.

21 Q. When did he tell you that?

22 A. I believe it was in the month prior,
23 November.

24 Q. The month prior to him leaving?

25 A. Yes. So in November, he had stated that

1 he had planned on leaving in December.

2 Q. Do you know if he made that known to the
3 students?

4 A. I do not know. He was close to them.
5 He may have, but I do not know.

6 Q. You know -- in the next sentence you
7 say, "The students were fond of Sergeant Jones,
8 presumably because Sergeant Jones had been in the
9 position longer and had formed closer
10 relationships with the students." Is that a
11 personal belief of yours?

12 A. It's from observation and his
13 interactions with the students --

14 Q. Okay.

15 A. -- and with the parents.

16 Q. Okay. Did any of the students ever tell
17 you anything along those lines?

18 A. Yes. They said they loved Sergeant
19 Jones and hugged him all the time.

20 Q. And can you think of anyone in
21 particular -- any student in particular?

22 A. Um, I -- most of the current students
23 that were in leadership positions.

24 Q. Are any of the former students that were
25 recently deposed in this case students that you're

1 referring to in paragraph 17?

2 A. Yes.

3 Q. And who would that be?

4 A. Alicia Prada (ph), Krause (ph). Is it
5 Abigail? I'm trying to recall their names off the
6 top of my head. I can't remember their names
7 specifically, but those are normally the ones in
8 leadership.

9 Q. Do you know what type of certifications
10 or qualifications that Sergeant First Class David
11 Jones had for his position?

12 A. His qualifications would have been the
13 memo from the JROTC command and then the CNACI
14 background check.

15 Q. But do you know if his qualifications
16 were the same as yours?

17 A. I believe all qualifications for JROTC
18 instructors are the same.

19 Q. Do you believe that Sergeant First Class
20 Jones would have been qualified to serve in the
21 same position that you took with Aynor High
22 School?

23 A. No. Only if it was rewritten to -- from
24 an officer position to an NCO position.

25 Q. So explain to me how that works.

1 like any curriculum that a teacher provides. But
2 for doing the outside of the classroom labs that
3 required an NCO for a drilling ceremony and an
4 officer for other events, then, no.

5 MR. ARTHUR: All right. I need to take
6 another restroom break.

7 (The deposition went off the record.)

8 BY MR. ARTHUR:

9 Q. Major MacDonald, we're back on the
10 record after a short break. In paragraph 18, you
11 -- there's an allegation that says -- this is the
12 second sentence that I'm looking at. "Upon
13 information and belief, some of the students in
14 the JROTC program at Aynor High School are
15 involuntary placed in the course by
16 administration, believing the students, some with
17 disciplinary issues, could benefit from the
18 structure of the JROTC program." What is the
19 basis of that allegation?

20 A. We had a couple of students in there
21 that were involuntarily placed into the program.
22 They were -- unbeknownst to me, because, as a new
23 instructor, I'm learning how students are put into
24 courses, where they're coming from. A couple of
25 these students were disciplinary issues, where in

1 the past -- I forget the number -- acronym,
2 whatever they call it -- 401 -- I forget what they
3 call it, the 401, 501 or whatever, which indicates
4 that that's a disciplinary issue student; they
5 have to set up a plan for that student where they
6 meet with the parent and so forth.

7 So I would have students that would not
8 want to participate at all; and asking why they
9 are not participating, was, I did not select this
10 course; I don't want to be in this course.

11 So those students were a disruption
12 continuously to the course. And the expectation
13 was that somehow a JROTC instructor would provide
14 more discipline to said student.

15 Q. Did anybody ever tell you that that was
16 the expectation?

17 A. Yes.

18 Q. Who did?

19 A. So Sergeant Jones said these students --
20 and I believe Michael McCracken has stated that
21 some of these students that are in this program
22 would benefit from a more structured curriculum,
23 where they're in a uniform, by the JROTC.

24 Q. What I'm interested in, though, is, did
25 anybody ever tell you that they believed that

1 those specific students would benefit from more
2 structure because they were disciplinary problems?

3 A. I cannot say they said that because they
4 are disciplinary problems, other than, in the
5 past, their attitude in the school inhibits for
6 them to have a good outcome in the learning
7 process. And they thought by putting them in the
8 JROTC, that they would have a better attitude and
9 be better able to focus and learn.

10 Q. Can you identify any student that you
11 believe was involuntarily enrolled in the JROTC
12 program?

13 A. I would have to look at the names and
14 the pictures to recall their name.

15 Q. Were any of the students that submitted
16 allegations of inappropriate conduct against you
17 students that you believe were involuntarily
18 enrolled in the JROTC program?

19 A. No.

20 Q. All right. Let me turn your attention
21 to paragraph 35. It says, "While Plaintiff's
22 career remained in limbo for over 20 months,
23 Plaintiff had several opportunities for alternate
24 employment that were blocked by the deliberate
25 inactions of the district and Defendant Maxey."

1 A. For every JROTC position that I've been
2 qualified for, I've gotten an interview.

3 Q. So which ones were those?

4 A. Well, when I was in North Carolina
5 trying to get a JROTC position prior to the Aynor
6 one, I had South High School -- I believe it was
7 South High School, in Fayetteville. The one after
8 that was South Brunswick -- Southport -- excuse me
9 -- Southport, and that's when I actually met
10 Colonel Davis. And he put me on his radar for
11 when positions open up that he knew about.

12 So the next one after that was Loris I
13 applied to. And then the next one after that was
14 Aynor I applied to. So every position I applied
15 for, I've always had an interview and a JROTC
16 position. So when these false allegations came
17 about and I was put on the admin leave and it was
18 just running, running, running, the Green Sea job
19 opened up, and I thought, I'll just apply for
20 that, and if the issue is me -- personally me, me
21 being at Aynor High School, then I'll go to a
22 different high school. But I never even got a
23 response back from the Green Sea application.

24 Q. So your understanding is -- from your
25 earlier testimony, your understanding is that the

1 request to Horry County School District for a
2 reference?

3 A. I had a follow-up conversation with him,
4 I believe, after I was terminated from Horry
5 County Schools. But, by then, Hannah-Pamplico had
6 filled their position.

7 Q. Okay.

8 A. And he repeated again that he still
9 never got a response from Horry County Schools.

10 Q. Do you know if he ever spoke with Dr.
11 Maxey about your employment with Horry County
12 Schools?

13 A. He told me he never got an opportunity
14 to speak with Dr. Maxey.

15 Q. Do you know if Neal Vincent ever spoke
16 with anybody at Horry County Schools about your
17 employment with Horry County Schools?

18 A. I do not know.

19 Q. Your Fourth Cause of Action is for
20 intentional infliction of emotional distress. And
21 it indicates that it is directed to all
22 Defendants. So what I would like to do is go down
23 the list of all of the Defendants and ask you for
24 each Defendant what they did or what you claim
25 they did to intentionally cause you emotional

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1 distress. Okay? So the first one is Horry County
2 School District. What did it do to cause you
3 emotional distress?

4 MS. RHODES: Object to the form. You
5 can answer.

6 A. When I was placed on administrative
7 leave on December 4, 2018, I had never been
8 accused of any type of misconduct with females.
9 Any time in my military career, as commander,
10 platoon leader, battalion commander, all of that,
11 never as a gymnastics coach for girls, a soccer
12 coach for girls, as a youth leader. So I was
13 rightly shocked when these allegations came out.

14 And as time went on and there was no
15 response from the Horry County School District, no
16 response from supposedly my leadership,
17 superintendent, board members, principal,
18 assistant principal, about -- anything about my
19 case, about the timeline, what was going on, other
20 than I was on administrative leave. And as time
21 went on and then my children thought I was -- my
22 one child thought I was going to jail; my other
23 children, who are in the Horry County Schools, the
24 high school, the middle school and elementary,
25 especially my high schooler, they thought, you

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1 So for me, during this whole process,
2 there's always been -- there's -- there's a shade
3 over any action I do in the eyes of that -- that
4 has anything to do with working with kids.

5 Q. That's what you believe?

6 A. Well, that's what I came to believe
7 based off of what my children were being asked at
8 school, what they were asked at that youth group
9 there, and by the actions of the Sunday school
10 there of basically not -- not totally welcoming
11 you; but just -- when we didn't return back to
12 that Sunday school, we never got a call. When
13 COVID happened, you're at the house. So we had
14 been going to that church since we moved down
15 here, and then we don't come back to that church,
16 but there's no call. We're on their group rosters
17 for all that. And there's -- okay. That's it.

18 Q. What church are you referring to there?

19 A. The Conway First Baptist Church.

20 Q. Conway First Baptist. Okay.

21 A. When we first moved to Myrtle Beach, we
22 started going to church there to be part of the
23 community that was closer toward Aynor. And that
24 church had a large youth group with kids from
25 Aynor, Conway and so forth and members of that

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C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

I, EVE WILBANKS, Registered Professional Reporter and Notary Public, State of South Carolina at Large, certify that I was authorized to and did stenographically report the foregoing deposition; and that the transcript is a true record of the testimony given by the witness.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

WITNESS MY HAND AND OFFICIAL SEAL this 21st day of April, 2022, in the City of Charleston, County of Charleston, State of South Carolina.





Eve Wilbanks,
Registered Professional Reporter
and Notary Public

My commission expires:
November 18, 2024

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ERRATA SHEET

I have read the transcript of my deposition
and find that no changes are necessary.

JASON J. MacDONALD

Having read the transcript of my deposition, I
wish to make the following corrections (Please
state reason):

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

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Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

Page _____ Line _____:

JASON J. MacDONALD

Sworn to and subscribed before me this
day of _____,
County, S.C.

Notary Public

My commission expires

STATE OF SOUTH CAROLINA/COUNTY OF HORRY
 CONTRACT FOR PROFESSIONAL SERVICES 2018-2019
 HORRY COUNTY SCHOOLS
 PO BOX 260005
 CONWAY, SC 29528-6005

This agreement is entered into by and between the Board of Trustees of Horry County Schools, hereinafter referred to as the Board, and

Name: MacDonald, Jason J.

Emplid: 019428

hereinafter referred to as Employee

Tentative Assignment(s)
 Instructor

FTE(s) School(s)
 1.0000 Aynor High

Standard Employment Days
 246

The Employee understands and agrees to the District's shared beliefs that all children have the right to learn; that all children deserve an education for empowerment and freedom; that all children can learn, given the appropriate time, environment and resources; and that we can and must teach all children effectively.

The Employee understands and agrees to the District's value system that the Employee places high priority on service to students; takes responsibility for the success of all students; cares passionately about our work with children; builds strong, positive relationships with students, staff, parents and community; and models and promotes civility and integrity.

The following conditions of employment have been stipulated by the Board and the Employee and are hereby made a part of this contract: The Board agrees to employ the Employee in a professional position for the 2018-2019 school year. The Employee's assignment for the 2018-2019 contract term is tentative and may be changed by the administration upon notice to and consultation with the affected Employee.

The Board agrees to pay the Employee for professional services rendered during the term of this contract the salary to which the Employee is entitled under local, state and federal allotments or any combination thereof. The 2018-2019 District salary schedule will be made available as soon as practicable. It is the responsibility of the Employee to compare the gross pay of his/her first paycheck to the District salary schedule and compare requested/required deductions to actual deductions and report any differences to the Human Resources Department immediately.

Loss or reduction in any amount of anticipated or appropriated state, local or federal funding may, at the discretion of the District, require a pro-rata reduction of salary, a reduction in the term of this contract and pro-rata reduction in salary or a termination of this agreement. Furthermore, any decline in student enrollment, elimination or change in course programming, financial emergency or temporary closing of school or district operations because of emergency circumstances may require a pro-rata reduction in salary. Any such reduction will take place only upon the recommendation of the Superintendent and approval by the Board after reasonable notice has been provided to the affected parties. Recommendations to reduce salary or to terminate contracts will be made only after other remedies have been considered. Any compensation reductions will be made on an equitable basis. Any position eliminated will be handled in accordance with the Reduction in Force Policy.

It is agreed that the Employee will possess throughout the contract term valid and appropriate professional qualifications required by state law and district policy. Failure to maintain such professional qualification(s) during the contractual period shall constitute grounds for termination of this contract. Proof of the required professional qualifications must be filed by the Employee with the Human Resources Department.

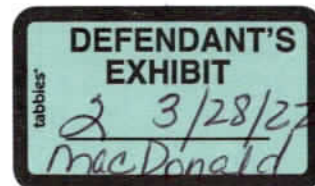
The Employee agrees to render acceptable services and to perform all assigned duties and further agrees to comply with all District policies, rules and regulations. The District or school administration may assign reasonable extracurricular activities to the Employee. The assignment of such activities, including all coaching assignments, will be for the school year for which the assignment is made and for that year only; and no expectations are created concerning future years. All extracurricular assignments are discretionary with the administration; notice and an opportunity for a hearing shall not be required to non-renew these assignments. The Employee understands that the Teacher Dismissal Act and its rights and remedies are inapplicable throughout the term of employment.

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal. Once employed, if charged with a crime, it is the responsibility of the employee to notify his/her immediate supervisor and the Human Resources Department within 24 hours of the charge.

This agreement is not valid unless authorized by the Board and signed by the Superintendent. To be valid, this agreement must be signed by the Employee and returned to the Human Resources Department on or before the 10th day from the date of issuance.

If during the term of this agreement, it is found that any part of this contract is illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force and effect.

In order to ensure the highest quality of instruction, the Superintendent is responsible for the placement of employees within the District. It is the policy of the District to assign, reassign or transfer personnel to positions based on the needs of the instructional program and the District, the qualifications of staff members, and, when possible, the expressed preferences of personnel.



Date: July 23, 2018
 Not valid after August 03, 2018

Date: July 23, 2018

Signature: _____

Employee

 Superintendent, Horry County Schools



Human Resources
355 Four Mile Road
Conway, SC 29526

MR. JASON J. MACDONALD
3045 HAMPTON RIDGE ROAD
FAYETTEVILLE NC 28311

08/07/2018

Birthdate- 06/18/1975

Emplid- 019428

From: Leda Huggins, Staffing Account Manager (843) 488-6912

Welcome to Horry County Schools. I am here to help you as you settle into your new position. Please feel free to contact me at the phone number listed above, should you have questions. Please verify that the name, address, and date of birth listed above are correct, as this is the information that is currently on file for you. If this information is not correct, please complete a Universal Change of Address form and return it to me.

Your current assignment will be as a Army JROTC Instructor - Officer at Aynor High. Based on education and experience, you have been placed on Grade MIP, Step 0 for a rate of \$16.31 per hour. This is a 246 day, 8.00 hours per day position with an annualized salary of \$32,096.60. If your start date causes you to work less than the assigned position days, your personal salary will be confirmed in a letter from our payroll department. Please contact your school principal/supervisor for your start date.

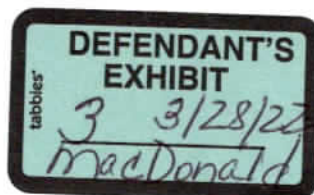
HCS employees are paid on the 15th and last day of the month. Direct deposit is required. Pay statements are delivered electronically. Deductions are made for federal and state taxes, social security, selected insurances and other deductions as authorized by the employee.

1. I understand that the information above is for salary purposes, that no contract is intended and that it is in no way binding.
2. In order to receive a years credit, an employee must work 80% of the days allocated to their HCM position period
3. Should you have questions regarding your salary calculation, you must contact me within 30 days of the date of this letter.

Employee Signature: _____

Date: Aug 8, 2018

Please sign above acknowledging receipt of this information. Return the signed original to Human Resources and keep a copy for your record.





DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY CADET COMMAND AND FORT KNOX
1ST CAVALRY REGIMENT ROAD
FORT KNOX, KENTUCKY 40121-6123

REPLY TO
ATTENTION OF

ATCC-JR-IM

MAY 12 2015

MEMORANDUM FOR Major (USA Retired) Jason J. Macdonald, 3045 Hampton Ridge Road, Fayetteville, NC 28311

SUBJECT: Junior ROTC Instructor Qualification

1. After careful reconsideration you have been approved as a prospective Instructor for Junior ROTC. Your name will be maintained on Cadet Command's list of eligible personnel and upon request provided to school hiring officials. A current nationwide listing of vacancies is available at www.usarmyrotc.com by clicking on EMPLOYMENT and then OVERVIEW.

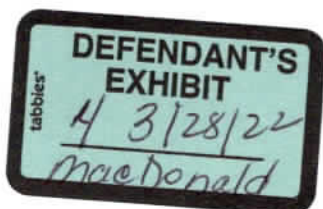
2. Your qualification is valid for a period of three years from the date of qualification. You must keep Instructor Management Division informed of your current address and phone number. If Cadet Command or school hiring officials are unable to contact you, your file will be inactivated.

3. When you are selected for hire by a school, please remind the school that it must provide Cadet Command a Request for Hire letter, indicating whether yours is a newly authorized position or the fill of a vacancy. In the latter case the letter must identify the name and termination date of the previous instructor. It must also indicate your rank, name, SSN, the starting date, and number of months of your contract. If needed, Cadet Command can also provide the school an initial estimate of the minimum monthly pay due you. Official determination will be made by Finance based upon your submission of a VHA/BAQ form together with supporting documentation (marriage/divorce certificate, rent/mortgage statement, etc.).

Loretta B. Owens

LORETTA B. OWENS

Chief, Instructor Management Division





December 4, 2018

HAND DELIVERED

Mr. Jason J. MacDonald
2005 Woodburn Drive
Myrtle Beach, SC 29579

Dear Mr. MacDonald:

The purpose of this letter is to inform you that due to allegations of unprofessional conduct, it has been recommended and approved that you be placed on administrative leave of absence with full pay and benefits effective December 4, 2018.

In the meantime, you are not to return to Aynor High School, nor enter any other school district property, nor contact any of our employees, students or their parents, without prior permission from me or your supervisor. It may be necessary to contact you further as part of the investigation. Consequently, you are expected to be available during your normal working hours while on administrative leave. If you are not going to be available at any time during your normal working hours, you must contact our office at (843) 488-6780.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mary J. Anderson".

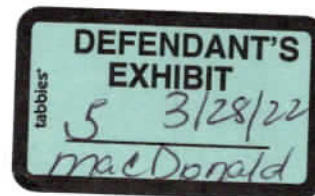
Mary J. Anderson
Chief Human Resources Officer

- C: Employee's Personnel File
Dr. Rick Maxey, Superintendent
April Scott, Executive Director for High School Programs
Michael McCracken, Principal

 A handwritten signature in cursive script, likely belonging to Dr. Rick Maxey.

Signature
(910) 740-7049

Dec 4, 2018
Date



P.O. Box 260005 • 335 Four Mile Road • Conway, SC 29528-6005 • (843) 488-6700 • Fax (843) 488-6722
www.horrycountyschools.net



April 30, 2019

**HAND DELIVERY VIA COURIER
AND VIA ELECTRONIC MAIL**

Major Jason J. MacDonald
2005 Woodburn Drive
Myrtle Beach, SC 29579



Dear Major MacDonald:

I am writing to inform you of my intent to recommend to the Horry County Board of Education that you not receive a contract for the 2019-20 school year. My decision to recommend your nonrenewal is based on the results of the District's investigation into allegations that you engaged in misconduct, which led to your placement on administrative leave with pay on December 4, 2018.

When you were placed on administrative leave, you were informed that your conduct was unprofessional. After reviewing the information provided to me at the conclusion of the District's investigation into those allegations, I determined you engaged in misconduct in violation of District policies. Specifically, your conduct violates the following policies:

"In their association with students, employees are to exhibit an appropriate and professional demeanor through their manner, dress, courteousness, industry, and attitude in order to establish themselves as role models for young people. The District expects the staff to be exemplary models, as well as providing exemplary instruction and modeling the prevailing mores of the community. Staff members are not to engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities in the District."

Please be advised I will recommend to the Board that you not be offered a contract for the next school year. You will remain on administrative leave with pay through the conclusion of this school year, and your employment will end on June 30, 2019.

Prior to the Board acting on my recommendation at its next regularly scheduled meeting, you may request to address the Board to appeal my recommendation, provided that you do so in writing and within ten (10) work days of the date of this letter. Your letter of appeal should state the specific grounds upon which you disagree with the basis for my recommendation and may be addressed to me or the Board Chair, Ken Richardson.

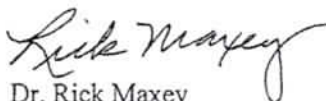
P.O. Box 260005 • 335 Four Mile Road • Conway, SC 29526-6005 • (843) 488-6700 • Fax (843) 488-6722
www.horrycountyschools.net

Please be advised that the Board has discretion in how they will handle your appeal. They may choose to consider the matter based on the written record, which should include this letter and the documents gathered by the District during its investigation, along with any written statement and other documents you choose to provide. The Board also could decide to hear from you in person.

Should you decide to appeal, you will be notified in writing how the Board intends to proceed. If you decide not to appeal, the Board will vote on my recommendation at its meeting scheduled for May 20, 2019. Until the Board has acted, you will remain on paid administrative leave.

If you have any questions regarding this letter or if you decide to resign before the Board acts on my recommendation, please contact Ms. Anderson to discuss.

Sincerely,



Dr. Rick Maxey
Superintendent

CC: Mary Anderson, Chief Human Resources Officer
Michael McCracken, Principal
Personnel File



August 26, 2020

VIA REGULAR U.S. MAIL;
AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

Major Jason MacDonald
2005 Woodburn Drive
Myrtle Beach, SC 29579

Dear Major MacDonald:

I am writing to notify you of the Board's decision regarding your appeal of District Superintendent Dr. Maxey's decision to terminate your employment with the Horry County School District effective December 17, 2019. In your appeal, you asked the Board to overturn your termination and reinstate you to an Army JROTC officer's position in the District.

The Horry County Board of Education heard from you, your attorney, and a witness at its meeting on August 17, 2020, as well as from the District's administration. After carefully considering the documentation relevant to the complaints filed against you in November 2018 by several female students, the Board found insufficient evidence to support the allegations. However, the Board continued to discuss all the surrounding facts and circumstances and decided that is not in the District's best interest for you to be re-employed. As you know, your contract with the District ended in June 2019, though you were paid through the effective date of your termination in December 2019.

The Board's decision is final. On behalf of the Board, I wish you success in your future endeavors.

Sincerely,

Ken Richardson, Chairman

C: Dr. Rick Maxey, Superintendent
Kenneth Generette, Staff Attorney
Mary Anderson, Chief Human Resources Officer
Employee's Personnel File

SCAN

#09428

9489 0090 0027 6166 5734 60



EXHIBIT B

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2020-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) Deposition of:
 6 vs.) Lt. Col. James Davis
 7 Horry County School District,) Tuesday, July 19, 2022
 8 Dr. Rick Maxey, in his) 10:06 a.m. - 11:20 a.m.
 9 individual and official)
 10 capacities, Michael)
 11 McCracken, in his individual)
 12 and official capacities, and)
 13 Mary Anderson, in her)
 14 individual and official)
 15 capacities,)
 16 Defendants.)
 17 _____)

18
 19
 20 Deposition on oral examination of Lt. Col. James
 21 Davis, reported by Jennifer Nottle, Court Reporter and
 22 Notary Public in and for the State of South Carolina;
 23 pursuant to Rule 30 of the South Carolina Rules of Civil
 24 Procedure; said deposition was taken via teleconference, on
 25 Tuesday, the 19th day of July, 2022.

APPEARANCES:

Representing the Plaintiff:

JANET E. RHODES, ESQUIRE
Mike Kelly Law Group
1523 Huger Street, Suite A
Columbia, South Carolina 29201

Representing the Defendants:

SAMUEL F. ARTHUR, ESQUIRE
Aiken, Bridges, Elliott, Tyler & Saleeby, P.A.
181 Evans Street, Suite 409
Florence, South Carolina 29506

and

KENNETH S. GENERETTE, ESQUIRE
Horry County Schools
Post Office Box 260005
Conway, South Carolina 29528

Also present:

Major Jason MacDonald, Plaintiff

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* * * * *

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* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption

[ph] Denotes phonetically written

[sic] Written as said

This deposition is taken in accordance with the
South Carolina Rules of Civil Procedure.

It is agreed and stipulated by the deponent and
respective counsel that the reading and signing of the
deposition by the deponent is expressly NOT waived.

1 A. I've worked for them for the past six years.

2 Q. Six years. All right. And what is your position
3 with Horry County Schools?

4 A. I am the Director of Junior ROTC.

5 Q. Okay. And were you the Director of the Junior
6 ROTC program for Horry County Schools in December
7 of 2018?

8 A. Yes.

9 Q. Okay. All right. And I'm going to get into much
10 more detailed questions, but do you recall
11 allegations made against Major MacDonald by some
12 students at Aynor High School?

13 A. Yes. So the allegations that are on the -- I was
14 going to call it Exhibit 1, but Document 1, yes.

15 Q. Okay. All right. Before we get into all of
16 that, just let me -- tell me what your role is as
17 the Director of the Junior ROTC program.

18 A. As the Director of Junior ROTC I oversee the nine
19 Junior ROTC programs that are assigned to Horry
20 County Schools. I am the curriculum
21 administrator overseeing the curriculum for all
22 of the different programs. We have nine programs
23 four Army, four Navy and one Air Force program.
24 We conduct staff development in the fall and in
25 the spring as an effort to synchronize all of my

1 A. I met him in the spring of 2018 when he
2 interviewed for a position at Loris High School.

3 **Q. Did he end up getting that position?**

4 A. No.

5 **Q. Okay. Were you a part of the interview process**
6 **for that position?**

7 A. Yes.

8 **Q. Okay. And do you recall why it was that he**
9 **didn't get that position?**

10 A. We interviewed several candidates for the
11 position, and as a committee we selected a
12 different candidate by the name of Lt. Colonel
13 James McLean, who is currently still there today.
14 And whereas Major MacDonald was qualified for the
15 job, he was not our choice. We didn't feel that
16 he was the fit for that particular school.

17 **Q. Okay. And would the next time you would have**
18 **encountered him -- would that have been when he**
19 **interviewed for Aynor High School?**

20 A. That's is correct. And I'd add some more context
21 to that. I actually did call Major MacDonald to
22 see if he was interested in the position at Aynor
23 High School. He expressed interest in
24 participating in that interview as well.

25 **Q. Okay. And obviously he was successful in getting**

1 **that position?**

2 A. That is correct.

3 **Q. Okay.**

4 A. Again, we interviewed, I believe, two candidates,
5 and he was selected for that position.

6 **Q. Okay. Do you recall at the time he was hired**
7 **whether his JROTC certification had expired or**
8 **needed to be extended or something to that**
9 **effect?**

10 A. Yes. When he interviewed for the position at
11 Loris, his certificate had not expired. It
12 expired, I believe, in May. And when he
13 interviewed over at the position at Aynor High
14 School the certificate would have just expired.
15 So the certificate that he'd had had from U.S.
16 Army Cadet Command was valid for three years and
17 had expired in May of 2018. And despite that
18 expired certificate, because he was -- we did
19 still consider him for the interview.

20 **Q. Okay. So what had to happen in terms of his**
21 **certification for it to -- I mean, did it get**
22 **extended, or how did that work?**

23 A. Okay. So because it had expired, we had to
24 initiate a hire back request to hire him and get
25 him certified, under which is basically a

1 that requirement?

2 A. That is when that requirement was beginning
3 enforced, yes.

4 Q. Okay. So he had already been certified before
5 that was in place, but when he started -- when
6 Horry County Schools expressed interest in hiring
7 him, then he would have had to have gone through
8 that process, and until that was complete he
9 would be a substitute?

10 A. That is correct. And once that process is
11 complete, the U.S. Army then begins a Cost Share
12 program where they will pay a portion of the
13 instructor's salary.

14 Q. Okay. Before the CNACI is complete -- and we'll
15 talk about how long that took in this particular
16 case -- is Horry County School District paying
17 his full salary?

18 A. Yes. Until that process is complete, if the
19 school elects to bring them into the classroom as
20 a substitute, they would pay the full amount.

21 Q. Okay. And once that's completed, is there any
22 kind of like -- forgive my language because I'm
23 not sure -- this is not my area, but will the
24 Army go retroactively to pay their portion of
25 Major MacDonald's salary once he was certified

1 A. So it is a condition.

2 Q. I meant so -- correct my language there, but,
3 yeah, it's an additional requirement. But your
4 JROTC certification -- like for instance, with
5 Major MacDonald, his certification had lapsed,
6 but it's my understanding that he got permission
7 because Horry County School District was
8 interested in him to get that JROTC certification
9 extended, but of course he would have had to have
10 gone through the CNACI process as well; is that
11 correct?

12 A. Every Junior ROTC instructor -- the certification
13 he had is what's called an initial qualification.
14 It's the initial qualification. It requires
15 individuals to go undergo some training in that
16 qualification process before they can be
17 considered to go into JROTC. So there is a
18 training requirement associated with what he had
19 to undergo in order to get that initial piece
20 there, which we call the initial qualification.
21 I believe that's what it was called. And once
22 that initial qualification occurs, you are
23 eligible to then seek employment. And once you
24 seek employment, you can turn that initial
25 qualification into a certification once that

1 rephrase that question one more time for me? I
2 want to make sure to get the context right.

3 **Q. I guess what I'm ultimately getting at is because**
4 **Major MacDonald's certification itself had**
5 **expired before he got the position, it's my**
6 **understanding because Aynor High School showed**
7 **interest and wanted to hire him, there was some**
8 **type of agreement to extend his certification so**
9 **that he could get into the position and go**
10 **through the CNACI process. My question is that**
11 **because it had expired before he began**
12 **employment, when his employment with Aynor High**
13 **School ended, did that end his certification for**
14 **JROTC?**

15 **A. Okay. So his certification expired in May. And**
16 **we requested to hire him in July, right at about**
17 **two months -- about two months after the**
18 **expiration. Since he had previously had a**
19 **initial qualification -- again, and that initial**
20 **qualification required him to be in a classroom**
21 **within three years of that qualification. Since**
22 **it had just expired two months previously, we**
23 **requested that he be hired for us knowing it was**
24 **out of tolerance, but knowing that it was a very**
25 **short period out of tolerance that the likelihood**

1 -- we felt that the likelihood of this would be
2 pretty favorable for us that he would get
3 approved, and that was a recent out of tolerancy.
4 It wasn't that it expired two years earlier or a
5 year earlier. In fact, the previous time that he
6 had interviewed it was within the tolerance. So
7 it was slightly out of tolerance, and at that
8 time based on that fact, we requested to hire him
9 and therefore initiate that process of earning
10 that certification, that JROTC certification,
11 which starts with that background check. Once
12 that background check would have been complete
13 and he's in the classroom, they would have issued
14 him a certificate for five years before he had to
15 get re-certified again. Once that background
16 check would have been completed, we would assign
17 him to go to Fort Knox, Kentucky for a week of
18 Junior ROTC training as well. So the more --
19 after that check is complete, then more things
20 begin to, of course, happen. However, it was out
21 of tolerance when we requested that, and with the
22 goal -- intent of bringing Major MacDonald into
23 work in the hopes that that would be a more
24 efficient process because of the short period of
25 time that it was out of tolerance.

1 **Q. Okay. What would needed to have happened, once**
2 **Major MacDonald's employment ended with Aynor**
3 **High School, for him to be able to continue to be**
4 **a JROTC instructor?**

5 A. He would just need to gain employment from
6 another school who would then initiate the same
7 request to hire letter. They would submit that
8 letter forward, and that would go through U.S.
9 Army Cadet Command. They will then look at his
10 qualification records and proceed with the
11 certification there.

12 **Q. Okay. And would there have been a time frame**
13 **that he would have needed to have gained**
14 **employment within?**

15 A. I can't answer that, only because I don't of
16 anyone that's been in that situation before. I
17 don't know of one, but I don't have an answer for
18 that, ma'am.

19 **Q. Okay. So while we're on the topic, I'm going to**
20 **go a little bit out of order. If you'll look**
21 **with me at Document 6.**

22 A. Okay. The CNACI application, yes.

23 **Q. Yes. All right.**

24 MS. RHODES: I want to introduce this as Plaintiff's
25 Exhibit 1.

1 certified.

2 Q. Okay. All right. Subsequent to him being let go
3 from the Horry County School District, do you
4 have any independent knowledge whether he was
5 certified as a JROTC instructor or -- well, let's
6 start with that question.

7 A. And can you repeat your question?

8 Q. Do you have any knowledge after Major MacDonald
9 was separated from Horry County School District
10 whether he was still certified to be a JROTC
11 instructor?

12 A. Okay. So once again, his certification expired -
13 - I want to make sure we're clear on this -- the
14 initial certification expired in May of '18.

15 Q. Uh-huh.

16 A. After that, the next piece that I'm aware of is
17 this July 19th communication that his child care
18 investigation was complete. So as we discussed
19 earlier, in order for him to be certified as an
20 instructor, employment is a condition for that,
21 that initial instruction. If after you've been
22 hired, if you leave, you have a valid
23 certificate, just the same as teachers do. And
24 it's good until the end of that certificate
25 certification is done, that five year period. So

1 there was not a point that he'd earned a
2 certification through JROTC. He was pre-
3 qualified, but did not go through -- this process
4 here made him eligible to be certified.

5 **Q. Okay. And Colonel Davis, I'm so sorry for going**
6 **around and around, but you are correct, this is a**
7 **little complicated. Okay. So he would have had**
8 **to have gotten employment to be eligible, because**
9 **he finished the CNACI, to go through all the next**
10 **steps in the process, such as going to get the**
11 **training and everything before he got his**
12 **certificate?**

13 **A. Absolutely.**

14 **Q. Okay.**

15 **A. So at this point, we'll just need to have been**
16 **employed. Now in the certifications through the**
17 **State of South Carolina, they're only national**
18 **certifications through the certifying branch, in**
19 **this case the Army. The State does not issue**
20 **certificates for this. So once he got hired, or**
21 **was hired, that next step in the process would**
22 **have occurred.**

23 **Q. Okay. Let's say he's unable to find employment**
24 **for a period of time, does the CNACI still -- is**
25 **it still valid for five years?**

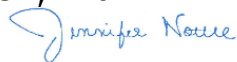
CERTIFICATE OF REPORTER

I, JENNIFER NOTTLE, COURT REPORTER AND NOTARY PUBLIC
IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
CERTIFY THAT I REPORTED THE DEPOSITION OF LT. COL. JAMES
DAVIS, ON TUESDAY, THE 19TH DAY OF JULY, 2022, THAT THE
WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE FOREGOING
45 PAGES CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF MY
STENOMASK REPORT OF SAID DEPOSITION.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
INTERESTED IN SAID CAUSE.

I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
RHODES, ESQUIRE, MIKE KELLY LAW GROUP, 1523 HUGER STREET,
COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
11TH DAY OF AUGUST, 2022.



JENNIFER NOTTLE, COURT REPORTER

MY COMMISSION EXPIRES JULY 11, 2023

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VERIFICATION OF DEPONENT

I, LT. COL. JAMES DAVIS, HAVE READ THE FOREGOING DEPOSITION CONSISTING OF 45 PAGES, WHICH WAS REPORTED BY JENNIFER NOTTLE, COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, ON TUESDAY, THE 19TH DAY OF JULY, 2022.

I FIND THE TRANSCRIPT OF THIS DEPOSITION TO BE A TRUE AND ACCURATE TRANSCRIPT ACCORDING TO MY TESTIMONY ON THAT DATE, WITH THE EXCEPTION OF _____ CHANGES AND/OR CORRECTIONS LISTED ON THE ATTACHED ERRATA SHEET WHICH WAS FILLED IN BY ME.

LT. COL. JAMES DAVIS

_____, 2022

ERRATA PAGE

Page #	Line #	Change/Correction (& Explanation)
--------	--------	-----------------------------------

The above changes were noted by me on this Errata page before signing the attached Verification of Deponent. I have retained a copy of this Errata page for my records, and the court reporter is to attach this page and my verification to the original transcript.

Dated: _____ Signed: _____

LT. COL. JAMES DAVIS

EXHIBIT C

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2022-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) DEPOSITION OF
 6 vs.) MICHAEL MCCRACKEN
 7 Horry County School District, Dr.) FEBRUARY 22, 2022
 8 Rick Maxey, in his individual and)
 9 official capacities, Michael)
 10 McCracken, in his individual and)
 11 official capacities, and Mary)
 12 Anderson, in her individual and)
 13 official capacities,)
 14 Defendants.)
 15 _____)

16
 17 Video conference deposition on oral examination of
 18 MICHAEL MCCRACKEN, reported by Donna M. Currey, Court
 19 Reporter and Notary Public in and for the State of South
 20 Carolina; pursuant to Rule 30 of the South Carolina Rules
 21 of Civil Procedure; said deposition was taken via Zoom
 22 Video Conference on Tuesday, the 22nd day of February,
 23 2022; commencing at the hour of 1:09 p.m.
 24
 25

APPEARANCES:

REPRESENTING THE PLAINTIFF:

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Mike Kelly Law Group
Post Office Box 8113
Columbia, South Carolina 29202
(Jrhodes@mklawgroup.com)

REPRESENTING THE DEFENDANTS:

SAMUEL F. ARTHUR, ESQ.
Aiken Bridges Elliott Tyler & Saleeby, P.A.
181 E. Evans Street, Suite 409
Florence, South Carolina 29506
(sfa@aikenbridges.com)

ALSO PRESENT:

Kenneth Generette, In House Counsel for the District
Major Jason MacDonald

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* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption

... Indicates trailing off

[ph] Denotes phonetically written

[sic] Written as said

1 A. Yes, ma'am.

2 **Q. When did you get that position?**

3 A. As I recall, it was the summer of 2015. I
4 believe the first year was the school year '15-
5 '16 if I remember correctly.

6 **Q. Okay. And are you still in that position today?**

7 A. Yes, ma'am.

8 **Q. Okay. So, you were the principal at Aynor High**
9 **School for the 2018-2019 school year?**

10 A. Yes, ma'am.

11 **Q. Okay. When did you first meet my client, Major**
12 **MacDonald?**

13 A. It was over -- I don't remember the exact date or
14 the exact month, but it was the summer of 2018 as
15 I recall.

16 **Q. Okay. And were you at all involved in the hiring**
17 **process of Major MacDonald?**

18 A. Yes, ma'am.

19 **Q. Okay. Who all was involved in that?**

20 A. I remember, of course, myself and Colonel Davis
21 at the district level. I don't recall if there
22 was anybody else. I know Colonel Davis and
23 myself were in that.

24 **Q. Okay. And do you understand the relationship**
25 **that the school district and the Army have as in**

1 sorry. Ask that again.

2 **Q. Okay. So, you said you were informed at some**
3 **point by Assistant Principal Todd, correct?**

4 A. That is correct.

5 **Q. Okay. All right. What do you recall transpiring**
6 **with regards to an investigation, what you did,**
7 **what any other staff member did in regards to**
8 **these investigations -- allegations?**

9 A. Typically -- and I guess this was about three and
10 a half years ago, so.

11 **Q. I understand.**

12 A. To the best of my recollection, typically what
13 happens is if there's a situation, my assistant
14 principals typically handle investigations and
15 those types of things. So, if there's a
16 situation that would involve something sexual in
17 nature or something highly inappropriate that's
18 alleged by students, then the assistant principal
19 would notify me and begin to investigate. And
20 typically, we notify the HR department due to the
21 nature of such allegations.

22 **Q. Okay. It also appears that Mr. Todd made Richard**
23 **Neal aware of the allegations pursuant to these**
24 **emails. Do you recall Mr. Neal being involved in**
25 **the investigation?**

1 A. No, ma'am.

2 Q. Okay.

3 A. In the typical situation involving anything with
4 sexual in nature, of course, we investigation but
5 we report that to HR. That's a typical process
6 that we follow because of the nature. Anything
7 sexual in nature with students, we notify HR. We
8 do not make a recommendation.

9 Q. Okay. So, you may have reviewed these
10 statements, but you had no input into a
11 recommendation of any sort relating to the
12 statements. Is that right?

13 A. Yes, ma'am. Any time there is an incident, and
14 again, keep going back to the sexual in nature,
15 those are just things that we -- of course, we
16 have to investigation but we take the documents
17 that we get in the investigation and we forward
18 those to our HR department. We don't make a
19 recommendation on those. We refer those up the
20 chain of command.

21 Q. Okay. So, just to be clear. No matter how you
22 analyze these statements, whether you believe
23 them, disbelieve them, whatever, it did not
24 matter. Your job was simply to pass them along
25 to HR. Is that right?

1 A. Yes, ma'am.

2 Q. Okay.

3 A. Anything sexual in nature, we do. Yeah,
4 automatically. Yes, ma'am.

5 Q. Sure. And I'm not questioning your process, I
6 just have to get all the details. That's all.

7 A. Yes, ma'am.

8 Q. All right. Let's look at document five. This
9 appears to be Major MacDonald's response to the
10 allegations made against him. Have you ever
11 reviewed this document before?

12 A. Yes, ma'am. I have seen this document.

13 Q. Okay. Do you -- and it looks like it says
14 memorandum for Mr. Todd. Is it a typical
15 circumstance that Mr. Todd would provide, you
16 know, Major MacDonald an opportunity to respond
17 in writing?

18 A. If my memory serves me correctly, this is a
19 response to the allegations after there was a
20 face-to-face meeting with Major MacDonald, myself
21 and Mr. Todd after the allegations had surfaced.
22 I requested to meet with Major MacDonald and then
23 after that face-to-face process, again what we
24 typically do after having the face-to-face is ask
25 for a response in writing.

1 **Q. So, was the first time Major MacDonald was made**
2 **aware of the allegations in the meeting that he**
3 **had with you?**

4 MR. ARTHUR: Object to the form.

5 A. I can't answer that. I'm not sure if that's the
6 first time he was made aware. I know once we
7 were made aware, I asked to meet with him to make
8 sure he knew the allegations and gave him a
9 chance to respond to those.

10 **Q. Okay.**

11 A. So, I'm not sure if he was aware of it or not
12 prior to that, but I wanted to make sure that he
13 was fully aware, which is why we met face-to-
14 face.

15 **Q. Okay. Did you provide him a copy of the**
16 **statements at that time?**

17 A. No, ma'am. Not at that time.

18 **Q. Okay. Do you recall when that meeting took**
19 **place?**

20 A. And there may be a record to verify this, but
21 again to the best of my recollection, it was that
22 November 29th day.

23 **Q. Okay. So --**

24 A. The afternoon. That's the best of my
25 recollection. It was November 29th.

1 Q. Okay. And so then, he was then -- was the
2 meeting only with you or was there someone
3 outside of that? I think you said that but I
4 missed it.

5 A. Yes, ma'am. The meeting -- I requested to meet
6 with him, and I had Assistant Principal Mr. Todd
7 with me. So, it was myself, Mr. Todd and Major
8 MacDonald.

9 Q. Then was the next thing that occurred in the
10 investigation that Major MacDonald met with Mr.
11 Neal and Mr. Gray to have their recorded meeting?

12 MR. ARTHUR: Object to the form.

13 A. Ask me that again, Ms. Rhodes. I apologize.

14 Q. Do you recall if the next part of the
15 investigation was that Major MacDonald met with
16 Mr. Neal and Mr. Gray, and they asked him some
17 questions and it was recorded?

18 MR. ARTHUR: Object to the form.

19 A. And the way I understand your question, you're
20 saying is that -- was that the next part of the
21 investigation. At the school level, we would've
22 provided -- we provided him the due process to
23 respond to the allegations, and we would've
24 continued to gather statements as the -- as the
25 issues were reported to us, we would've gathered

1 (PLAINTIFF'S EXHIBIT 7 MARKED FOR IDENTIFICATION
2 PURPOSES (4 pages) - EMAIL, MISSING ITEMS)

3 A. Yes, ma'am. I have them.

4 Q. Okay. So, it appears from these documents that
5 around May 1, 2020, Major MacDonald was allowed
6 to come back into the school to collect his
7 personal belongings. Does that appear correct
8 here?

9 A. That is what it looks like. Yes, ma'am.

10 Q. Okay. And then if you'll look at document 26,
11 there's a list of items that he wrote that were
12 missing.

13 A. Yes, ma'am.

14 Q. First of all, as the principal, where would those
15 items have been stored if they -- I mean, do you
16 know if they were moved from the classroom?

17 MR. ARTHUR: Object to the form.

18 A. No, ma'am. I am not aware if they would have
19 been moved from the classroom or not.

20 Q. Okay. In a circumstance like this where the
21 instructor is out on leave, there isn't like kind
22 of a place where you pack up and store their
23 items to take -- get them out of the classroom?

24 A. Typically if there are -- and again, I'll just
25 speak in a general situation. Typically if

1 there's personal items, the person may ask to get
2 those but the ROTC rooms are set up a little
3 differently because they have offices inside the
4 rooms. So, those offices are separated from the
5 classroom. They're part of the classroom.
6 They're adjacent to the classroom. So, you know,
7 typically if there's a situation, someone may ask
8 if they've got items that are of a particular
9 value to come back and get those, but I don't
10 recall anything requested prior to this. I
11 don't.

12 **Q. Okay. Do you know what was -- what if anything**
13 **was done to try to locate the items that Major**
14 **MacDonald said was missing?**

15 A. Other than what's in these emails, no, ma'am.

16 **Q. Can you think of any place that -- at Aynor High**
17 **School that they may have been moved to that you**
18 **guys haven't explored?**

19 A. Again, the ROTC facility is a little unique from
20 a regular classroom. A typical classroom is a
21 classroom. There's not an office or storage
22 spaces. The ROTC room consists of classrooms
23 with offices, storage spaces -- multiple storage
24 spaces. So, I would not be aware of anywhere
25 they would've been moved or if they were moved or

1 CERTIFICATE OF REPORTER

2 I, DONNA M. CURREY, COURT REPORTER AND NOTARY PUBLIC
3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE VIDEO CONFERENCE DEPOSITION OF
5 MICHAEL MCCRACKEN, ON TUESDAY, THE 22ND DAY OF FEBRUARY,
6 2022; THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT
7 THE FOREGOING 59 PAGES CONSTITUTE A TRUE AND CORRECT
8 TRANSCRIPTION OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
10 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
11 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
12 INTERESTED IN SAID CAUSE.

13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
15 RHODES, ESQ., MIKE KELLY LAW GROUP, POST OFFICE BOX 8113,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
21 1ST DAY OF MARCH, 2022.

22 
23 _____

24 DONNA M. CURREY, COURT REPORTER

25 MY COMMISSION EXPIRES JANUARY 31, 2024

HORRY COUNTY BOARD OF EDUCATION**MINUTES****BOARD MEETING****August 17, 2020****District Office****335 Four Mile Road****Conway, SC 29526****Board of Education**

Ken Richardson	Neil James
John Poston	Ray Winters
Chris Hardwick	Shanda Allen
David Cox	Sherrie Todd
Janet Graham	Helen Smith
Janice Morreale	W. Russell Freeman

Horry County Schools Staff

Velna Allen, Mary J. Anderson, David Beaty, Lisa Bourcier, Joe Burch, Edi Cox, Daryl Brown, John Gardner, Kenny Generette, Leann Hill, Candace Lane, Rick Maxey, Boone Myrick, Heidi Oates, Mark Porter, Lucas Richardson, April Scott, Tammy Trulove

As required by SC Law 30-4-80, local news media were informed of the date, time, place, and agenda of this meeting. Copies of the agenda were posted at the District Office and distributed to schools for posting.

1. OPENING - August 17, 2020 - 6:00 PM - CALL TO ORDER

Board Chair Richardson called the meeting to order at 6:01 PM.

a. Invocation, Pledge of Allegiance - Mr. Hardwick

Mr. Hardwick offered the invocation and led the Pledge of Allegiance. Following the Pledge of Allegiance, Ms. Tammy Trulove, Director of Health and Safety Services, spoke on the topic of masks and requirements as set forth by the CDC and SCDHEC. Ms. Trulove noted that as long as 6 feet of social distancing was maintained, Board members' masks could be removed. Ms. Trulove also noted that the Horry County School Board of Education was safely following all guidelines set forth.



b. Introduction of Board Members

Prior to the Human Resources Update, Mr. Richardson noted he had inadvertently skipped the Introduction of Board Members. At that time, Mr. Richardson asked the Board members to introduce themselves and indicate the areas they represent.

c. Approval of Agenda - Mr. Richardson

A motion was made to approve the August 17, 2020, agenda as presented.

Moved By: Mr. Winters

Seconded By: Mr. Hardwick

The Board Chair did not cast a vote on this item.

Board Action: Carried Unanimously

d. Approval of Minutes - Mr. Richardson

1. August 4, 2020

A motion was made to approve the August 4, 2020, minutes as presented.

Moved By: Mr. Cox

Seconded By: Mr. James

The Board Chair did not cast a vote on this item.

Board Action: Carried Unanimously

2. DISCUSSION

a. Facilities Committee Report - Mr. James

Mr. James begin his Facilities Committee presentation by sharing drone footage of the following items: tennis courts at Aynor High, Loris High, Socastee High, St. James High, Conway High, and Carolina Forest High. Additional drone footage was included of the construction progress on the new SOAR Academy. Drone footage was also shared of the modular installations at Ocean Bay Elementary, Carolina Forest Elementary, and River Oaks Elementary. Mr. James noted that Phase 1 for the tennis court resurfacing at Aynor High, Loris High, Socastee High, and St. James High is complete. Mr. James noted there were three schools that have the tennis courts rebuilt, and they are Conway High, scheduled for completion November 11, 2020; Carolina Forest High, scheduled for completion November 19, 2020; and Green Sea Floyds High, scheduled for completion on November 24, 2020. In Phase 1, three tracks are scheduled for resurfacing. Loris

High School is scheduled to be completed by the end of September. Carolina Forest and St. James are scheduled to begin after football season has concluded. Carolina Forest and St. James are scheduled to be completed in March.

Mr. James noted that land clearing and progress on the SOAR Academy was progressing and on schedule. Mr. James also noted that a ground-breaking ceremony will be scheduled at a later date.

Mr. James stated the conversion of Myrtle Beach Intermediate School to Horry County Adult Education is 90% complete. Mr. James noted that the Transportation Office 501 is now located in the old Records building next to Conway High School.

Mr. James stated that the Facilities Committee's meeting dates for the 2020-2021 school year will align with the second meeting of the Horry County Board of Education.

Phase 2 of the tennis and track renovations includes track replacements at Aynor, Green Sea Floyds, and North Myrtle Beach. Mr. James noted that building modification residual funds have been identified as the funding source along with a 10% contingency. The cost for those projects is \$3,309,280, being funded from the Building Modifications Residual Funds. We currently have \$4,075,578 in that fund. If the total project cost of \$3,309,280 is used for these projects, the remaining balance is \$766,298. This item will be brought before the Board at an upcoming meeting for discussion and voting to follow.

Mr. James noted several sustainment projects that Facilities has identified. Those projects include replacement of the boiler at Forestbrook Elementary, replacement of the cooling tower at Green Sea Floyds High, replacement of HVAC wall units at Adult Ed and Lakewood Elementary, and a fire alarm panel replace at Green Sea Floyds High. The Facilities Committee also discussed gym bleacher replacement during the 2020-2021 school year for Socastee High, during the 2021-2022 school year for Loris High, during the 2022-2023 school year for Green Sea Floyds High, and during the 2023-2024 school year for St. James Middle School.

b. Human Resources Update - Ms. Anderson

Ms. Anderson addressed the Board regarding the number of vacancies within Horry County Schools. As of August 13, 2020, HCS had 40 vacancies with 6 job postings that also closed on that date. Ms. Anderson stated those 6 postings were filled this week. Ms. Anderson also noted that while that number seemed high, it was not given our district's size. Ms. Anderson noted it was not unusual during the year to have 20 to 30 vacancies. Ms. Anderson stated that she also wanted to bring to the Board's attention the 164 resignations that occurred for June, July, and August in 2019 as compared to the 169 resignations that have

occurred for June, July, and up to August 13, 2020. Ms. Anderson noted a difference in 5 vacancies between 2019 and 2020 during the same time period.

Ms. Smith questioned the number of substitutes that would be available for this upcoming school year. Ms. Anderson responded that a survey had been sent to the substitutes with an overwhelming response of approximately 896 substitutes planning on returning to work.

c. K-12 HCS Virtual Program - Ms. Myrick

Ms. Myrick addressed the Board with an update on the K-12 HCS Virtual Program.

Current enrollment number are as follows:

Level	Number of Students
Elementary	5,900(31%)
Middle	3,778 (33%)
High	3,699 (27%)
Total	13,377 (30%)

Ms. Myrick indicated that preliminary numbers were much higher, but staff discovered that there were duplications of some student information when school administrators reached out to parents to confirm course enrollments.

Ms. Myrick then shared the grade level break down of virtual enrollment as follows:

Grade Level	Number of Students
K	766
1	978
2	941
3	1041
4	1050
5	1124
6	1251
7	1213
8	1314
9	1087
10	1095
11	867
12	650

Ms. Myrick then shared the following update on preparations for K-12 HCS Virtual as follows:

- Staff members have identified and confirmed students who will be served by K-12 HCS Virtual.
- Students have been coded to attend K-12 HCS Virtual in PowerSchool.
- Classes and sections per level are being identified for students who selected the full-time virtual option.
- Students will be assigned to the appropriate classes/courses.
- Teachers to serve the full-time virtual program will be identified and assigned to courses.

- K-12 HCS Virtual teachers will receive training in using the online curriculum, as well as the new online learning management platforms.
- Devices will be issued to students. Principals will share when devices will be issued. Ms. Myrick noted that HCS offers parents a \$25 fee (not required) that covers damage to devices. If a parent elects not to pay the fee, the parent will be responsible for any damage to the device.

Ms. Myrick noted that when HCS researched options for content providers across the country for successful implementation of online curriculum, HCS selected Florida Virtual, an accredited national online curriculum provider with more than 20 years of online curriculum development. The courses are built using the national standards of quality online learning. Ms. Myrick noted that HCS teachers will also be utilizing that curriculum as part of their instruction, but HCS will not be using the Florida Virtual School teachers. Throughout the year, HCS will provide ongoing training to teachers.

d. Superintendent's Report

1. New Teacher Academy

Due to the COVID-19 pandemic, Dr. Maxey reported that the annual New Teacher Academy was conducted virtually, utilizing both pre-recorded videos and live virtual sessions to allow for teachers to connect and collaborate. The HCS New Teacher Academy, which included 270 participants, had 96 first-year educators, 77 of whom possess 11+ years of experience. He also noted that 78 colleges were represented with 27 participants being Coastal Carolina University graduates. Dr. Maxey stated on days 3-4 of the academy, teachers will be at their newly assigned schools participating in professional development. Video footage of positive feedback was shared with the Board by several attendees.

2. August A-Team

Due to the COVID-19 pandemic, Dr. Maxey stated that the 2020-2021 A-Team meeting was scaled back to focus on principal leadership that consisted of virtual meetings by grade level. Dr. Maxey shared the following leadership session topics:

- Establishing Context: Where We've Been, Where We Are, Where We're Going
- Leading Courageously and Empathetically During Challenging Times
- COVID-19: Impact on Children and Implications for Our Work
- Framework for Leadership

- Decision Making
- Effective Communication
- Principal Checklist for Re-Opening Plan
- Curriculum Updates
- Planning for LEAP Days

Due to the compressed time period available for preparing for the new school year, Dr. Maxey shared that principals spent focused time on interacting with their respective grade-level Executive Directors as they planned together for the upcoming 2020-2021 school year.

3. **LEAP Days**

Dr. Maxey shared a slide show of the following information regarding HCS LEAP Days:

- The South Carolina General Assembly approved funding for five additional days before the start of the 2020-2021 school year for students in grades K-8.
- These days have been identified as days to Learn, Evaluate, Analyze and Prepare (LEAP).

To identify students who were invited to participate, the following criteria was utilized:

- Students who experienced low engagement during the spring closure
- Students who demonstrated learning gaps
- Students in the process of evaluation for EL and special education
- Students who are homeless or migrant

LEAP Days Attendance is as follows:

Elementary Schools

- 5,758 Students invited
- 2,001 Confirmed for attendance

Middle Schools

- 2,686 Students invited
- 580 Confirmed for attendance

The HCS LEAP Days schedule was shared as follows:

LEAP Planning Days for Staff: August 18 and 19

- Safety training
- Instructional planning
- Assessment preparation
- Classroom set-up

LEAP Days for Students: August 20, 21, 24, 25, and 26**LEAP Days Hours of Operation:**

- Elementary Schools: 8:30 - 1:30
- Middle Schools: 8:30-1:30

Transportation will be provided for all students.

Breakfast and lunch will be served.

HCS LEAP Days Activities are as follows:

- Establishing routines and procedures relating to Covid-19 (e.g., social distancing, wearing of masks, etc.)
- Revisiting prior content and skills
- Administering diagnostic assessments
- Analyzing data
- Engaging in social and emotional learning
- Reviewing Individual Education Plans (IEPs)

4. District Operations

Dr. Maxey shared information regarding District operations. As of August 17, 2020, all employees have returned to the District Office located on Four Mile Road. In an effort to minimize public contact, currently the District Office is not open to the public; however, Dr. Maxey shared that many things that parents need to do this time of year, such as the student registration process, can be done online. Dr. Maxey encouraged everyone to utilize all of the available online resources HCS provides to public.

Dr. Maxey then invited Ms. Allen to share a brief update on athletics. Ms. Allen noted that due to the potential impact of Hurricane Isaias, the original date to resume conditioning, which was August 3, 2020, was moved to August 5, 2020. Today, August 17, 2020, is the first official

practice for Girls Golf, Girls Tennis, and Swim. Ms. Allen noted that HCS is having difficulty finding pool rental options; therefore, there currently is not a location available to hold a swim meet. The official first date of practice for Cross Country, Volleyball, Cheer, and Football is August 24, 2020, and will remain in phase 1.5. These groups are meeting in pods of 16, with 15 athletes and 1 coach. Cheer and Football will remain in Phase 1.5 for the next two weeks but noting football can use helmets beginning today with September 8, 2020, scheduled for the first official day of practice. Ms. Allen noted that COVID-19 "Return to Play" guidelines are still in effect. Ms. Allen shared that middle school football and cheer will begin practice on September 8, 2020. She also shared that HCS was working to ensure all middle schools participated in 5 games. It should be noted that HCS will continue to monitor updates from the South Carolina High School League and will adjust accordingly.

Dr. Maxey shared information regarding masking following Ms. Allen's update. Dr. Maxey noted that on August 3, 2020, the State Department of Education issued a memorandum that detailed the expectations and requirements of using masks in SC schools. Dr. Maxey stated it shared the guidelines for masking on buses and inside facilities. Dr. Maxey shared that the memo stated that all staff and student will wear masks during the day. The memo stated that there are instances where exceptions can be made and that is detailed in the memo such as medical reasons and religious reasons. Dr. Maxey shared that for obvious reasons the mask cannot be used at lunchtime. Dr. Maxey also stated the SDE memo does allow for students to remove masks under the direction of a teacher or administrator.

Dr. Maxey stated that he is questioned regarding what school will look like on September 8, 2020, and he again reiterated that would be based on the disease activity report on August 31, 2020, provided by SCDHEC. Dr. Maxey noted that as of right now, 7 counties have moved to the medium spread level, and Horry County is one of those counties. Dr. Maxey remarked he hoped that the positive trend continued and noted that HCS will follow the results of the August 31, 2020, report and the direction provided by SCDHEC and their epidemiologist.

3. **PUBLIC COMMENTS**

Daniel Boissonneault signed up to speak during the Public Comments portion of the meeting. Mr. Boissonneault did not come forward when called.

4. **EXECUTIVE SESSION**

- a. **Discussion of Potential Property Purchases**
- b. **Employee A Appeal Hearing**

c. Consideration of Employee B Appeal

A motion was made to move into Executive Session at 6:58 P.M. During the Executive Session, the room was cleared with the exception of the Board members and appropriate parties regarding the Executive Session items.

Moved By: Mr. James

Seconded By: Mr. Winters

Board Action: Carried Unanimously

5. BUSINESS

A motion was made to adjourn the Executive Session at 10:22 P.M. and reconvene the meeting. The Board Chair noted that no action was taken during the Executive Session.

a. Consideration of Employee A Appeal Hearing

A motion was made by Mr. Poston that the Board finds insufficient evidence to determine whether Employee A committed the infractions that led to his termination but Mr. Poston further moved that it is in the best interest of Employee A and the District that Employee A not be returned to employment within Horry County School District.

Moved By: Mr. Poston

Seconded By: Ms. Morreale

Board Action: Carried Unanimously

b. Consideration of Employee B Appeal

Mr. Cox stated that based upon consideration of Employee B's appeal and the Board's review of the documentation related to this matter, he would make a motion not to grant the employee's request for a hearing before the Board and to support the Superintendent's recommendation for termination.

Moved By: Mr. Cox

Seconded By: Ms. Morreale

Board Action: Carried Unanimously

c. Establish Board Meeting Schedule for Fiscal Year 2021 - Dr. Maxey

Dr. Maxey addressed the Board regarding establishing the Board Meeting Schedule for the Fiscal Year 2021. Dr. Maxey noted this was created in effort to develop the Annual Work Plan for the upcoming year.

Moved By: Ms. Smith
Seconded By: Mr. Hardwick

Board Action: Carried Unanimously

d. Advisory Board Appointments - Board Members

A motion was made by Ms. Morreale to appoint/reappoint the following Advisory members to the St. James Advisory Board:

Beth Ann Meschter - 2-Year Term - 1st Term Appointment

Matt Hall - 2-Year Term - 1st Term Appointment

Moved By: Ms. Morreale
Seconded By: Mr. Winters

Board Action: Carried Unanimously

A motion was made by Mr. Freeman to appoint/reappoint the following Advisory members to the North Myrtle Beach Advisory Board:

Chrisi Russ - 2-Year Term - 4th Term Appointment

John Breeden - 2-Year Term - 3rd Term Appointment

Tiffany Knopp - 2-Year Term - 1st Term Appointment

Erica Meekins - 2-Year Term - 3rd Term Appointment

Moved By: Mr. Freeman
Seconded By: Ms. Todd

Board Action: Carried Unanimously

A motion was made by Ms. Smith to appoint/reappoint the following Advisory members to the Socastee Area Advisory Board:

Roger Clyde - 2-Year Term - 3rd Term Appointment

Charles Chappelle - 2-Year Term - 4th Term Appointment

Michelle Gerald - 2-Year Term - 2nd Term Appointment

Meghan Stiles - 2-Year Term - 2nd Term Appointment

Kami Newman - 2-Year Term - 1st Term Appointment (Community Member)

Moved By: Ms. Smith
Seconded By: Mr. Poston

Board Action: Carried Unanimously

A motion was made by Mr. James to appoint/reappoint the following Advisory members to the Green Sea Floyds Advisory Board:

Carl Lee - 2-Year Term - 1st Term Appointment

Chris Collins - 2-Year Term - 1st Term Appointment

Shannon Harrelson - 2-Year Term - 1st Term Appointment

Alanda Crawford - 2-Year Term - 1st Term Appointment (Community Member)

Moved By: Mr. James
Seconded By: Mr. Hardwick

Board Action: Carried Unanimously

A motion was made by Ms. Allen to appoint/reappoint the following Advisory Board members to the Aynor Advisory Board:

Doyle Nobles - 2-Year Term - 2nd Term Appointment (Community Member)

Catherine Johnson - 2-Year Term - 3rd Term Appointment

Charlene Kirby - 1-Year Term - 4th Term Appointment

Kelly Long - 2-Year Term - 3rd Term Appointment

Britt Shelley - 1-Year Term - 1-Year Term - 1st Term Appointment

Moved By: Ms. Allen
Seconded By: Mr. James

Board Action: Carried Unanimously

6. CONSENT AGENDA

- a. **Personnel Recommendations as Required by Law**
- b. **Monitoring Report: GC-6 Annual Work Plan**
- c. **Monitoring Report: OE-2 Emergency Superintendent Succession**
- d. **Monitoring Report: OE-11 Discipline**
- e. **Monitoring Report: OE-13 Facilities**

A motion was made to approve the Consent Agenda items as presented.

Moved By: Mr. Winters
Seconded By: Mr. Hardwick

Board Action: Carried Unanimously

7. **ADJOURNMENT**

A motion was made to adjourn the meeting at 10:29 P.M.

Moved By: Mr. Hardwick
Seconded By: Ms. Graham

Board Action: Carried Unanimously

UPCOMING MEETING(S):

- a. **Policy Committee Meeting, September 14, 2020, 4:30 PM, District Office**
- b. **Board Work Session, September 14, 2020, 6:00 PM, District Office**

Respectfully submitted,

Heidi Oates

Heidi Oates

Executive Assistant to the Superintendent and Horry County Board of Education

APPROVED: September 14, 2020

EXHIBIT D

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF HORRY) CASE NO.: 2020-CP-26-05790
3

4 Major Jason J. MacDonald,)
5 Plaintiff,) DEPOSITION OF
6 vs.) SGT DAVID JONES
7 Horry County School District, Dr.) MARCH 29, 2022
8 Rick Maxey, in his individual and)
9 official capacities, Michael)
10 McCracken, in his individual and)
11 official capacities, and Mary)
12 Anderson, in her individual and)
13 official capacities,)
14 Defendants.)
15 _____)

16
17 Video conference deposition on oral examination of
18 SGT DAVID JONES, reported by Donna M. Currey, Court
19 Reporter and Notary Public in and for the State of South
20 Carolina; pursuant to Rule 30 of the South Carolina Rules
21 of Civil Procedure; said deposition was taken via Zoom
22 Video Conference on Tuesday, the 29th day of March, 2022;
23 commencing at the hour of 9:32 a.m.
24
25

APPEARANCES:

REPRESENTING THE PLAINTIFF:

JANET E. RHODES, ESQ.
Mike Kelly Law Group
Post Office Box 8113
Columbia, South Carolina 29202
(Jrhodes@mklawgroup.com)

REPRESENTING THE DEFENDANTS:

SAMUEL F. ARTHUR, ESQ.
Aiken Bridges Elliott Tyler & Saleeby, P.A.
181 E. Evans Street, Suite 409
Florence, South Carolina 29506
(sfa@aikenbridges.com)

ALSO PRESENT:

Major Jason MacDonald

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* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption

... Indicates trailing off

[ph] Denotes phonetically written

[sic] Written as said

1 **Aynor and that kind of thing.**

2 A. Well, my name is David Brian Jones. Born June
3 11, 1975. Born and raised in Beaufort, South
4 Carolina. Graduated -- I didn't -- I came from a
5 broken home, so I didn't complete high school.
6 Got my GED in 1995. I joined the United States
7 Army in 1997 as a military policeman, where I
8 served for 12 years in numerous countries in
9 various operations. Then I reclassified in 2009 to
10 a military intelligence human intelligence
11 collector, where I did interrogations throughout
12 the Middle East while stationed in Fort Bragg.
13 After several significant leg injuries in 2016, I
14 applied for retirement and in 2017 when I hit my
15 20-year mark, January of 2017, I retired. In the
16 process of retirement, I applied for numerous
17 jobs and JROTC is where it led me. So in
18 December of 2016, I conducted an interview at
19 Aynor High School with James Davis, Michael
20 McCracken and First SGT Allen York. I was
21 notified prior to the holidays in December of
22 2016 that I was selected as an individual to
23 conduct the -- you know, to take the job as a
24 JROTC instructor if I was still interested, then
25 I would start sometime after the holidays. My

1 first day at Aynor High School, if I'm not
2 mistaken, was February -- between the first and
3 third of February of 2017, where I was brought in
4 as a assistant JROTC instructor and then I guess
5 something happened -- it's neither here nor
6 there. It doesn't pertain to this. I was --
7 after I moved my family and my wife gave up her
8 job, I was only a long-term substitute until some
9 things got cleared up or whatever, not on my
10 behalf on behalf of others. And then I
11 officially was a JROTC instructor sometime I
12 think October of 2017, though I performed all the
13 duties as a ROTC instructor when only getting
14 paid as a sub. And then from there, my
15 counterpart First SGT Allen York left sometime in
16 2018, I believe, if I'm not mistaken with the
17 dates and times. There was a hiring process done
18 in the summer of 2018, which Jason MacDonald was
19 selected as -- to come in as a senior Army
20 instructor and I believe his first time on the
21 job, other than January when I met him to show
22 him around the building the day that they were
23 having interviews -- I just came in on my time
24 off to, you know, show all the candidates around
25 and if they had any questions of me at the time,

1 A. And it was all needed.

2 Q. Right. Right. Tell me about like you said that
3 like for instance when Major MacDonald was there
4 -- you know, so you had a senior JROTC
5 instructor, and you would assist in that. Did
6 you -- were there cases where your classes would
7 do things together?

8 A. Yeah. There was occasions like, let's see, maybe
9 there was -- we -- so we had uniform days, you
10 know. I think was Wednesdays at the time that he
11 was there where the classes would come together.
12 You would have -- in JROTC you have rank, you
13 know. Really what you want -- what you really
14 want, you want the juniors and seniors to have
15 taken ownership of the program at that point and
16 the commanders -- the cadet commanders, sergeant
17 majors and such they would hold formations, they
18 would do the inspections of uniforms and the
19 instructors would observe and then we would guide
20 them and, you know, show them, you know, what --
21 better ways to do things or how to help motivate
22 the other young men and women that didn't conform
23 to the standard and then there was days where the
24 groups were together and there was a physical
25 fitness activity, and that was at least one day,

1 maybe two days a week. It was all based on the -
2 - based on our schedule and how much flexibility
3 we had with the kids and what was needed for
4 them.

5 **Q. Okay. So, at least twice a week, you said that**
6 **like for uniform days classes would get together**
7 **and at least for physical fitness activities a**
8 **different day the classes would get together and**
9 **do stuff outside? Is that right?**

10 **A.** Yes, ma'am. And there was like one week we did
11 rope scores and that's -- we actually had a
12 zipline, and we had a confidence course on
13 campus, and we'd bring those together and I was a
14 certified -- I was certified to instruct that.
15 So I mean, there was various different times, but
16 there was always, always, always at least two --
17 always one day for sure a week that the class --
18 all the classes were together.

19 **Q. Okay. What about after school? I know that the**
20 **different clubs and the different programs, and I**
21 **think you mentioned several like the raider team,**
22 **the drill team, would they have like practice**
23 **after school?**

24 **A.** Yes.

25 **Q. Okay. Would you or Major MacDonald have to**

1 supervise those?

2 A. Yes.

3 Q. Who would --

4 A. We would split it.

5 Q. -- okay. Would it be both of your or take turns
6 or how did you do it?

7 A. At times, it was both of us because we were --
8 maybe we had two events going on. Maybe he had -
9 - I think he took drill. He was more comfortable
10 with the drill, and I took marksmanship. And
11 then there was times where there's just one of
12 us. There was never -- in my professional,
13 personal opinion, there was never a point where
14 there was more kids than we could instruct
15 ourselves.

16 Q. Okay. Great. Apart from those, you know, we
17 talked about at least one day a week and the
18 physical fitness, would there be other times --
19 and the after school practice, would there be
20 other times that the classes would do things
21 together? Like Major MacDonald's class and
22 yours?

23 A. Other than the meetings or -- I'm not sure where
24 you're going with this one.

25 Q. Anything we haven't discussed. You know, you

1 CERTIFICATE OF REPORTER

2 I, DONNA M. CURREY, COURT REPORTER AND NOTARY PUBLIC IN
3 AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE VIDEO CONFERENCE DEPOSITION OF
5 SGT DAVID JONES, ON TUESDAY, THE 29TH DAY OF MARCH, 2022;
6 THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE
7 FOREGOING 83 PAGES CONSTITUTE A TRUE AND CORRECT
8 TRANSCRIPTION OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL
10 FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE PARTIES
11 CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY INTERESTED
12 IN SAID CAUSE.

13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
15 RHODES, ESQ., MIKE KELLY LAW GROUP, POST OFFICE BOX 8113,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 9TH
21 DAY OF APRIL, 2022.

22 
23 _____

24 DONNA M. CURREY, COURT REPORTER

25 MY COMMISSION EXPIRES JANUARY 31, 2024

EXHIBIT E

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2022-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) DEPOSITION OF
 6 vs.) BRANDON TODD
 7 Horry County School District, Dr.) FEBRUARY 22, 2022
 8 Rick Maxey, in his individual and)
 9 official capacities, Michael)
 10 McCracken, in his individual and)
 11 official capacities, and Mary)
 12 Anderson, in her individual and)
 13 official capacities,)
 14 Defendants.)
 15 _____)

16
 17 Video conference deposition on oral examination of
 18 BRANDON TODD, reported by Donna M. Currey, Court Reporter
 19 and Notary Public in and for the State of South Carolina;
 20 pursuant to Rule 30 of the South Carolina Rules of Civil
 21 Procedure; said deposition was taken via Zoom Video
 22 Conference on Tuesday, the 22nd day of February, 2022;
 23 commencing at the hour of 3:31 p.m.
 24
 25

1 APPEARANCES:

2
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16
17 ALSO PRESENT:

18 Kenneth Generette, In House Counsel for the District

19 Major Jason MacDonald
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* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption
 ... Indicates trailing off
 [ph] Denotes phonetically written
 [sic] Written as said

1 these two students were on the November 29th
2 email?

3 A. Yes, ma'am. One of them would've been A [REDACTED]
4 P [REDACTED], whose statement is listed next, and the
5 other would have been -- I'm scrolling through
6 the document to be precise as best as possible.
7 Would have been A [REDACTED] W [REDACTED].

8 Q. Okay. These were the first females that came and
9 approached you with allegations?

10 A. Yes, ma'am. To the best of my memory.

11 Q. Okay. And you think it would've had to have been
12 somewhere around that November 29th time period.
13 You presume it might've been the same day?

14 A. Absolutely. It was the same day.

15 Q. All right.

16 A. To the best of my memory, it was early that
17 morning when everything was first reported.

18 Q. Okay. Tell me about did they come to you
19 together or separately?

20 A. I believe it was separately. I'm almost certain
21 it was separately.

22 Q. All right. So, let's talk about Ms. P [REDACTED]
23 first. Did she approach you in the hall or in
24 your office or where?

25 A. I believe, to the best of my memory, that I

1 called her to my office.

2 **Q. So, why would you have known to do that?**

3 A. As a part of what the other instructor, Mr.
4 Jones, shared.

5 **Q. Okay. So, now that you're kind of working**
6 **through it, does it seem like Mr. Jones or**
7 **Sergeant Jones made the first -- first made you**
8 **aware of some complaints?**

9 A. Yes, ma'am.

10 **Q. Okay. Because earlier you said you couldn't**
11 **remember if he came to you first or if one of the**
12 **girls came to you first. But does this help you**
13 **recall that it was him that approached you first?**

14 A. Yes, ma'am. That's why I prefaced it that way.

15 **Q. Okay. All right. Gotcha. So, you called Ms.**
16 **Parada into your office, and did you ask her**
17 **questions or did she just -- what happened when**
18 **she got there?**

19 A. Generally, you ask the student -- I've had some
20 information reported to me, is there anything of
21 concern that you feel like you need to share or
22 report. I don't ask leading questions or probing
23 questions. I offer them the opportunity to share
24 with administration or me in this case what they
25 want to share.

1 Q. Okay. And once you did that, what was her
2 response?

3 A. What she indicated in writing is what she
4 indicated verbally.

5 Q. Okay. So, she verbally told you something
6 similar to what she had put in the statement?

7 A. Yes, ma'am.

8 Q. Okay. So, let's start with she verbally told you
9 what happened. Did you ask her -- it looks like
10 she did write a statement on November 29th. So,
11 did you immediately ask her to write a statement?

12 A. After she would've told me verbally, yes, ma'am,
13 I would've had her write a statement while she
14 was in my office.

15 Q. Okay. And then, Ms. Wynn, it looks like she
16 would be -- if you look at the bottom of the
17 document, there are Bates numbers. She would be
18 HCS documents 128.

19 A. Yes, ma'am.

20 Q. Okay. It looks like she also wrote a statement.
21 She actually included the time there. So, when -
22 - did you call her to your office next?

23 A. I do not remember if I called her or if she came
24 voluntarily.

25 Q. Okay. And then would you have done the same

1 process, is there anything you want to report to
2 me?

3 A. Yes, ma'am.

4 Q. Okay. And then, did she verbally tell you what
5 she's written in this statement?

6 A. Yes, ma'am.

7 Q. Okay. Did you take notes for what she was
8 telling you verbally?

9 A. Not that I recall, which is why you have the
10 student write a statement.

11 Q. Okay. Then do you recall what happened -- all
12 right, so it looks like you sent the two female
13 student reports on that date at 11:23 a.m. then
14 Richard Neal said give him a call. Then on
15 November 30th, it says please see attached
16 statements from students. The attachments are
17 sorted by allegation. So, I'm trying to see here
18 -- do you know if any other students came to you
19 on November 29th? It looks like there are some
20 statements dated November 29th, and then there's
21 some dated November 30th. So as best as you can
22 recall, what is the timeline there?

23 A. What I would do is in a situation such as this or
24 any situation as a part of asking the student to
25 write a statement, when they were done I would

1 ask them is there anyone else; are there any
2 other students or staff that you would like me to
3 speak with as witnesses or to support what you're
4 reporting. And that would've been where the
5 additional statements for each allegation
6 would've come from.

7 **Q. Okay. So, let me just back up to this email.**
8 **Richard Neal asked you to give him a call on**
9 **November 30th. What do you recall about that**
10 **conversation?**

11 A. I emailed him the previous day, and then he
12 emailed me asking me to give him a call looking
13 at the document. And to the best of my memory, I
14 would've made him aware of the allegations
15 verbally.

16 **Q. Okay. And then, there's another email on**
17 **November 30th at 11:03, and it says please see**
18 **the attached statements from students that you**
19 **provided. Had you taken statements from all 14**
20 **students at that time?**

21 A. I haven't counted each statement in the
22 attachment, so I don't know that I can answer
23 that honestly.

24 **Q. Okay. So, let's just go through dates just to**
25 **start. All right. So, we know A [REDACTED] F [REDACTED] ,**

1 which is the first one, was done on November
2 29th.

3 A. Okay.

4 Q. It looks like the next one, B [REDACTED] L [REDACTED] , was
5 also done on November 29th at like 2:27. Was she
6 then because she was mentioned as a witness, or
7 do you recall?

8 A. Yes.

9 Q. Okay. As a witness?

10 A. Yes, ma'am.

11 Q. All right. Then the next one is B [REDACTED] H [REDACTED] .
12 Let's see. She was done on November 30th at
13 9:14, it appears. Would she have been called in
14 as a witness?

15 A. Yes, ma'am.

16 Q. Okay. And her name was provided to you by one of
17 the other students?

18 A. Yes, ma'am.

19 Q. All right. Ms. Chestnut, she had a different
20 complaint than Ms. P [REDACTED] and Ms. L [REDACTED] . Did
21 she come to you separately?

22 A. I remember speaking with her, but I do not recall
23 if she came to me on her own or how that
24 allegation made it's way to me. I do not recall.

25 Q. Okay. So then, is it the same format? You would

1 say is there anything you want to share with me,
2 and then see if she provides any information?

3 A. Yes, ma'am.

4 Q. And then, is what's written here what she
5 verbally told you?

6 A. Yes, ma'am.

7 Q. Okay. What about M [REDACTED] [REDACTED] [REDACTED], the
8 next statement? It looks like it was done on
9 November 30th at 8:36. Do you know if this
10 person was asked to give a statement as a witness
11 or they came to you?

12 A. I don't recall Maurilio coming to me. I think I
13 called him to my office.

14 Q. Okay. Would that have been because someone else
15 named him as a witness?

16 A. Yes, ma'am. Most likely.

17 Q. Okay. And it looks like it has to do with Ms.
18 Chestnut's complaint. Was it Ms. Chestnut who
19 named him as a witness?

20 A. I would assume so. Yes, ma'am.

21 Q. Okay. All right. Looking at the next statement,
22 J [REDACTED] E [REDACTED], it appears it was written on
23 November 30, 2018. It also appears to relate to
24 Ms. Chestnut's complaint about the portrait --
25 about the drawing. Would you have asked him to

1 **come to you, or do you know if Ms. Chestnut named**
2 **him as a possible witness or what?**

3 A. It would be the same scenario. I don't recall
4 specifically what witnesses Ms. Chestnut would've
5 named, but I do -- you look at what students are
6 in the class or the students that the person
7 who's making the allegation may provide you names
8 or you look in the class roster and ask students
9 that way.

10 **Q. Okay. So, you don't know if he was named as a**
11 **witness or if he -- if you decided that you**
12 **wanted to call all of the students in?**

13 A. I do not recall.

14 **Q. Or did you call -- or did you get statements from**
15 **all of the students?**

16 A. I got statements from the students who are listed
17 here.

18 **Q. Okay. So, you don't know if that's the whole**
19 **class or if it is individuals who were -- either**
20 **came to you with a complaint or they were named**
21 **as a potential witness?**

22 A. I don't recall. No, ma'am.

23 **Q. Okay. And you didn't take any notes that would**
24 **indicate who was who and why they came to your**
25 **office and wrote statements?**

1 A. Being that it was four years ago, I don't have
2 any notes. No, ma'am.

3 Q. Well, I'm just saying do you remember taking
4 notes about this?

5 A. No, I don't. No, ma'am.

6 Q. Okay. The next one, A [REDACTED] L [REDACTED], looks like
7 it's also about J [REDACTED] drawing and it
8 appears to have been written on November 30th.
9 Is it the same situation, you don't know if it
10 was someone called as a witness or someone came
11 to you or whatnot?

12 A. Same situation. Yes, ma'am.

13 Q. Okay. And you have no notes to indicate as to
14 why they came?

15 A. No, ma'am.

16 Q. Okay. All right. I think we already spoke about
17 Ms. W [REDACTED]. Let's go to the next statement,
18 S [REDACTED] W [REDACTED]. All right. This looks like it
19 was taken or it was written on also November 29th
20 at 2:47. Again, is this the same situation, you
21 don't know if she was named as a witness or
22 whether she came to you voluntarily?

23 A. If you look at the previous document, she is
24 named. That's why I would've spoken with her.
25 It ends 128.

1 Q. Oh, okay. I see it. All right. What about Evan
2 Von Herrmoan, also appears to be taken on
3 November 30th at 9:40.

4 A. What's your question specifically?

5 Q. Is it the same situation, do you know why they
6 came in or were they called as a witness or --

7 A. Same situation. Yes, ma'am.

8 Q. -- they just came in? Okay. All right. Ms.
9 Allen, she's the one that made the complaint
10 about the whistle. Did she come to you on her
11 own or do you know if she was named as a witness?

12 A. If you look in document -- the document that ends
13 129, she's mentioned by the student providing the
14 statement.

15 Q. But does that mean that she came in as a witness
16 or came as on her own?

17 A. She came in as a witness.

18 Q. And you're positive of that?

19 A. Being that she was listed in document 128 and
20 129, I would feel confident that she was listed
21 as a witness by those people.

22 Q. Okay. So, just to be sure, are the only two that
23 came in on their own or either you called them,
24 Ms. P [REDACTED] and Ms. W [REDACTED] ?

25 A. You asked if the only two that came in on their

1 own or if I called them --

2 Q. Like --

3 A. -- Ms. P [REDACTED] or Ms. W [REDACTED] ?

4 Q. -- made the initial allegation.

5 A. Correct.

6 Q. Okay.

7 A. To the best of my memory, yes.

8 Q. Okay. And then when these others are named as
9 witnesses, is that when other complaints arose or
10 different complaints were brought to light?

11 A. I don't know that I can answer that. I can only
12 refer to the -- each statement and what each
13 student reported in their statement.

14 Q. Which, you know, if you had done a timeline or
15 taken some notes, you could've probably provided
16 me the exact reasons why they came to you and
17 when they came to you, correct?

18 MR. ARTHUR: Object to the form.

19 Q. You're still required to answer.

20 A. Can you repeat the question?

21 Q. Yeah. I mean had you taken notes and provided
22 some sort of timeline, all these questions that
23 I'm asking you today, you could have had
24 explanations for who came in when, who was named
25 as a witness, who came in on their own, that kind

1 of thing, correct?

2 MR. ARTHUR: Object to the form.

3 Q. Well, Mr. Todd, you're still required to answer.

4 A. Yes, ma'am. I'm just trying to think of how to
5 best answer your question. That's a possibility.

6 Q. Okay. I mean, you know, all of that information
7 I'm trying to get from you now just from your
8 memory could've been written down and we would've
9 had a better understanding of how this occurred,
10 correct?

11 MR. ARTHUR: Object to the form.

12 A. I think the student statements with the date and
13 the information they provide provides a good
14 timeline.

15 Q. Okay. But it doesn't tell you why they came into
16 your office, whether they were named as a witness
17 or whether they came in on their own complaint,
18 does it?

19 A. I'm not sure if I can answer your question. I'm
20 not trying to --

21 Q. Well, it's a very simple question. These
22 statements do not provide how these witnesses or
23 students came in. They don't say specifically
24 that this person came independently or you called
25 them to your office or they came in with their

1 own complaint or they came in because they were
2 listed as a witness.

3 MR. ARTHUR: Object to the form.

4 A. Yes, ma'am.

5 Q. Right. It does not have that information in it,
6 right?

7 A. Yes, ma'am.

8 Q. Okay. So, you said this -- you feel like this
9 could be looked at as an accurate timeline, but
10 I'm saying you could have written down and kept a
11 catalog of more information that would've been
12 helpful to these questions. Is that not right?

13 MR. ARTHUR: Object to the form.

14 A. I think it's easy to -- I think the phrase is
15 Monday morning quarterback. I think we can
16 always do better.

17 Q. Okay. I appreciate that. Okay. It looks like -
18 - and you tell me. It looks like Ms. Allen came
19 back a couple of days later with some additional
20 information by way of the 12/3/18 statement. Is
21 that right?

22 A. I'm trying to locate that statement.

23 Q. It's 134.

24 A. Yes, ma'am.

25 Q. So, did she come back to you to volunteer this,

1 or did you hear there were more complaints
2 through Sergeant Jones or how did she -- how did
3 this statement come about?

4 A. To the best of my memory, she came on her own.

5 Q. Okay. Then Brad -- I cannot read this. This is
6 the next statement. Do you know this
7 individual's name?

8 A. I believe it is B [REDACTED] L [REDACTED] .

9 Q. Okay. And can you read his or her statement?

10 A. I will do my best.

11 Q. Okay.

12 A. I'm going to have to zoom in. It says, "We had
13 something for ROTC and during" --

14 Q. Push-ups maybe?

15 A. Yes, that's correct. "Push-ups, the female that
16 reported said F-me, and Major MacDonald" --

17 Q. Well, it doesn't say Major MacDonald does it? It
18 says Major.

19 A. Major, okay.

20 Q. Okay.

21 A. Something and said "when". The when is in the
22 quotation marks. Maybe it was a --

23 Q. Does it say -- it looks to me misunderstanding?

24 A. Correct. I believe you're correct. Or -- it's
25 more difficult to read on the computer.

1 Q. Yeah. It's not easy to read on paper either. Do
2 you remember what he verbally told you? Is
3 B [REDACTED] a girl or a guy? I'm sorry.

4 A. B [REDACTED] is a male.

5 Q. Okay. Do you recall what he verbally told you?

6 A. To the best of my memory and having read his
7 statement on paper earlier today, that to me
8 personally, I felt like I could make it out a bit
9 clearer. That he was staying they were outside
10 at the football field or outside doing some type
11 of PT -- push-ups, and the young lady made the
12 statement "F-me". And then he said that Major
13 made some type of statement like "when," and they
14 didn't know if he was -- if it was a
15 misunderstanding or if he said when or where, but
16 he didn't know if it was just a misunderstanding.

17 Q. Okay. That one was taken on 12/3/18. Do you
18 know why that one was taken later on?

19 A. It was actually taken the same day that the
20 student made the report.

21 Q. Okay. Yep, I gotcha. All right. Then -- well,
22 then the next one doesn't make any sense, because
23 it was taken on 11/30/18, and it's the same
24 report of the F-me comment.

25 A. I don't know.

1 Q. Okay. But so, the 12/3 statement from B [REDACTED]
2 couldn't have been on the same day as the first
3 thing, because K [REDACTED] K [REDACTED] made a statement on
4 November 30th about that.

5 A. Correct. Unless the student put the wrong date,
6 I cannot answer that.

7 Q. Okay. And do you know why B [REDACTED] or K [REDACTED]
8 submitted their statements, whether they --
9 whether you called them or, they were listed as a
10 witness or they came in independently?

11 A. I would've called them in, because the young lady
12 named them in her statement.

13 Q. Okay. So, after you had all the statements or at
14 any time, did you do a followup interview with
15 any of the students that submitted statements?

16 A. I don't recall that. No, ma'am.

17 Q. Okay. So, is it I don't recall or no, I did not?

18 A. Not to my knowledge. No, ma'am.

19 Q. Okay. So, in here, I mean, you can see there are
20 different accounts, you know, whether they be
21 slightly different versions but different
22 accounts of things that happened, and also people
23 said that, you know, that they didn't hear
24 anything inappropriate such as M [REDACTED] [REDACTED] / [REDACTED]
25 L [REDACTED]. Said "he saw the drawing, said it looked

1 that they actually saw the Major say something.
2 I mean, do you think it not appropriate to do
3 followup interviews with these students to get a
4 better understanding or if they could have
5 misunderstood or misheard what they're alleging
6 in these statements?

7 MR. ARTHUR: Object to the form.

8 A. When I conduct any type of investigation, my goal
9 is to gather evidence, whether it supports the
10 allegation or does not support the allegation.
11 You can see that those statements that you
12 mentioned that students said they didn't hear or
13 don't support the allegation were included just
14 as those that did. I also speak with male and
15 female, because I feel like that is fair.

16 Q. Okay. So, I understand putting in all the
17 statements that you mention that are here that
18 we're analyzing. Let me ask you, did you ever
19 consider doing a followup interview with the
20 students?

21 A. No, ma'am. I gave that information to my
22 supervisor, and then would've waited further
23 instruction.

24 Q. And that would've been who?

25 A. Mr. McCracken, Michael McCracken, is my

1 requested it or do you know?

2 A. I don't recall specifically. No, ma'am.

3 Q. Okay.

4 A. I think that was a Monday, so it would lead me to
5 believe that that was the day I requested it.

6 Q. Okay. And did you do any type of followup
7 interview with Mr. Jones after he submitted this
8 statement?

9 A. No, ma'am.

10 Q. Sergeant Jones, excuse me. Okay. He had --
11 okay, so just to make sure I have a relative idea
12 of the timeline, he approached you about some
13 complaints that were made and then you either
14 called Ms. P [REDACTED] or Ms. W [REDACTED] in or they came in
15 voluntarily. And then, you took more students'
16 statements, and then at some point you asked
17 Sergeant Jones for a statement. Is that right?

18 A. Yes, ma'am.

19 Q. When he approached you the first time, how long
20 was that conversation?

21 A. It was a short conversation, because I felt that
22 you need to go to the source of the information,
23 which would've been the students.

24 Q. Okay. All right. Looking at Sergeant Jones'
25 statement, is there anywhere in here that he says

1 Q. Okay. At any point after this statement was
2 submitted, did Sergeant Jones approach you with
3 any other information related to Major MacDonald?

4 A. Not that I remember. No, ma'am.

5 Q. Let's look at document 14. While you're getting
6 there, I just want to make sure I understand.
7 The last statement that was submitted by a
8 student was on December 3rd. Sergeant Jones'
9 statement was also submitted on December 3rd.
10 Did you collect any other information after
11 December 3, 2018?

12 A. Not that I remember. No, ma'am.

13 Q. Okay. Did you -- once you submitted that,
14 presumably to your supervisor who presented it to
15 HR, did you do anything else with regards to the
16 investigation into the allegations against Major
17 MacDonald?

18 A. No, ma'am. Not that I recall.

19 Q. Okay. All right. Just to be overly specific,
20 did Mr. Neal ever come to you and ask you any
21 questions about, you know, about what you did to
22 conduct the school level investigation?

23 A. Not to me personally. No, ma'am. I do not
24 recall that.

25 Q. Okay. Do you know if he did to anyone else?

1 CERTIFICATE OF REPORTER

2 I, DONNA M. CURREY, COURT REPORTER AND NOTARY PUBLIC IN
3 AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE VIDEO CONFERENCE DEPOSITION OF
5 BRANDON TODD, ON TUESDAY, THE 22ND DAY OF FEBRUARY, 2022;
6 THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE
7 FOREGOING 50 PAGES CONSTITUTE A TRUE AND CORRECT
8 TRANSCRIPTION OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL
10 FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE PARTIES
11 CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY INTERESTED
12 IN SAID CAUSE.

13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
15 RHODES, ESQ., MIKE KELLY LAW GROUP, POST OFFICE BOX 8113,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 1ST
21 DAY OF MARCH, 2022.

22 
23 _____

24 DONNA M. CURREY, COURT REPORTER

25 MY COMMISSION EXPIRES JANUARY 31, 2024

Caitlin Royston

From: Brandon Todd
Sent: Friday, November 30, 2018 11:03 AM
To: Richard Neal
Cc: Michael McCracken
Subject: RE: staff member at Aynor High (please read)
Attachments: J. MacDonald_1.pdf; J. MacDonald_2.pdf; J. MacDonald_3.pdf

Please see the attached statements from students. The statements/attachments are sorted by allegation. I will forward Major Jason MacDonald's statement when I receive it.

Thank you,
 BTodd

From: Richard Neal
Sent: Friday, November 30, 2018 10:18 AM
To: Brandon Todd <BTodd004@horrycountyschools.net>
Subject: RE: staff member at Aynor High (please read)

Good morning Brandon,

Would you please give me a call at (843) 488-6724. Follow up on AIOTC concern and student statements. Thank you, Rich N

From: Brandon Todd <BTodd004@horrycountyschools.net>
Sent: Thursday, November 29, 2018 11:23 AM
To: Richard Neal <RNeal@horrycountyschools.net>
Cc: Michael McCracken <MMcCracken@horrycountyschools.net>
Subject: staff member at Aynor High (please read)

Mr. Rich,

I had two female students report concerns to me this morning about a male staff member. I have made Mr. McCracken aware of the allegations. Will you give me a call (843-488-7100), so we can collaborate concerning my next steps?

Brandon D. Todd
 Assistant Principal
 Aynor High School



All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you received this correspondence in error please inform the sender immediately and delete the email and any attachments. (qwet)

STUDENT INCIDENT FORM

Name: A [REDACTED] P [REDACTED]Date: 11/29/18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

About a month ago, we were doing P.T. outside on the practice field and we were cooling down + I bent over + I didn't know the Major was behind me + [REDACTED] me + [REDACTED] heard him say "Owww Calvin Klien." I thought I was hearing things so I went up to [REDACTED] + asked her if she heard anything + she said she was about to ask me the same thing.

Signed: A [REDACTED] P [REDACTED]Dated: 11/29/18

STUDENT INCIDENT FORM

Name: B [REDACTED] [REDACTED]

Date: ~~November 29, 2018~~ 11-29-18

Time: 2:27 pm

Date/Time Of Incident: around halloween

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

Me and A [REDACTED] P [REDACTED] along with other JROTC cadets
were outside stretching when Major MacDonald said
"mmh Calvin Klean". Me and A [REDACTED] were wondering he
would've said that then she realized what she had
on underneath. When this happened we were stretching
the backs of our legs and Major was observing to
make sure we wouldn't hurt ourselves. Then the
comment was made. I'm not sure if anyone
else heard the comment be made.

Signed: B [REDACTED] [REDACTED]

Dated: 11-29-18

STUDENT INCIDENT FORM

Name: B [REDACTED] H [REDACTED]Date: 11/30/18Time: 9:14

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

I was present when the comment was made about P [REDACTED] P [REDACTED] and → heard it. Now there were other issues I have heard about but didn't ~~hear~~ hear it on my own. Major is anti-social and will purposely ignore me as well as other cadets. He shows little to no effort or interest in being involved unless its PT. He has not many any efforts to connect on our

Signed: B [REDACTED] H [REDACTED]Dated: 11/30/18

levels. It's just ~~at~~ awkward and just makes you not wanna be around him. He once left A [REDACTED] A [REDACTED] and me outside, after running a mile A [REDACTED] fainted after not eating that morning. A [REDACTED] who is her cousin and I had to carry her from the track doing a buddy carry major just left us out there and Sgt Jones came out looking for us we then carried her to the nurses office.

→ We were doing PT when major was walking around and A [REDACTED] had shorts that were to big. and ~~the~~ she was doing some kind of stretch and her underwear brand was showing and Major walked by and said "Calvin Cline".

STUDENT INCIDENT FORM

Name: [REDACTED] [REDACTED]

Date: 11/29/18

Time: 4th block

Date/Time Of Incident: 2

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

A few weeks ago, I was drawing a picture of a girl in my binder. Major Macdonald passed over my shoulder for a minute, as people often do, and then made (approximately) the following comment: "Oh, you're drawing yourself in a low cut top?" I replied that the drawing was not of me, but he insisted we went back and forth for a minute or two, and the conversation eventually dissolved. There was something off-putting in the way he said it, but I may just be being paranoid. [REDACTED] may remember the exchange.

Signed: [REDACTED] [REDACTED]

Dated: 11/29/18



STUDENT INCIDENT FORM

Name: [REDACTED]Date: 11-30-18Time: 8:36

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

I don't know anything. I saw the
drowning and I was with her when she
was doing it and I told he looked good
and that she was talented. I didn't
hear anybody say anything.

Signed: [REDACTED]Dated: 11-30-18

STUDENT INCIDENT FORM

Name: J [REDACTED] B [REDACTED]

Date: 11/30/18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

a couple weeks ago J [REDACTED] was drawing. From what I remember Major McDonald stated "It looks like a self portrait" with a smile on his face. J [REDACTED] draws extremely good so when he said that I couldn't tell if he was tryna be mean or was being for real.

Signed: J [REDACTED] B.

Dated: 11/30/18

STUDENT INCIDENT FORM

Name: A [REDACTED] L [REDACTED]Date: 11/30/18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

We were sitting around after our lesson or whatever ~~was to~~ we had planned for the day. so we were just winding down and waiting for the bell. J [REDACTED] was drawing, ~~which~~ which is normal and I think I may have complimented her on it and then we all started talking about art and drawing but I don't remember anyone saying anything bad.

Signed: _____ Dated: _____

STUDENT INCIDENT FORM

Name: A [REDACTED] W [REDACTED]

Date: 11/29/18

Time: 10:26

Date/Time Of Incident: 11/26

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

On Monday, November 26, I was eating lunch in the JROTC Room with some friends (2nd lunch). My friend needed a fork from the other room, so I went to get it. Running into the other classroom, I almost ran into MAJ McDonald. I said "excuse me" and kept walking. Then I heard a "catcall whistle". When I looked back, Major was looking at me. I walked back into the other room and asked S [REDACTED] W [REDACTED] and A [REDACTED] A [REDACTED] if they heard the whistle and where it came from. They both said the other room.

Signed: [REDACTED]

Dated: 11/29/18

STUDENT INCIDENT FORM

Name: [REDACTED] W [REDACTED]Date: 11-29-18Time: 2:47

2nd lunch

Date/Time Of Incident: Monday 11-26-18 12:15-12:45

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

I was eating lunch in the JROTC room, on Sgt. Jones side. I was standing with A [REDACTED] W [REDACTED] A [REDACTED] When A [REDACTED] (majors room) had to go to the other room for a fork for her food. As she was walking out into Major's room she ran into him and said sorry & went back to get her a fork. As she was walking back to get a fork, [REDACTED] & I both heard a whistle from majors room and didn't think much of it until [REDACTED] came back.

Signed: [REDACTED] W [REDACTED]Dated: 11-29-18

And asked us if we had heard it & where it came from. No one in Jones room made the whistle noise so we told her it came from majors room. She then said that no one but major was in his room and it couldn't have come from the hall because ~~there~~^{everyone} was in class. Another detail A [REDACTED] shared with us was that when she heard the whistle, she turned around to see if it was anyone else but said that major was stopped & facing her way as she walked away.

STUDENT INCIDENT FORM

Name: C. [redacted] v. [redacted] Hor [redacted]Date: 11-30-18Time: 9:40Date/Time Of Incident: 11/25

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

A [redacted] W [redacted] and I had exited Sgt. Jones' room and headed toward the back hallway to meet some other cadets to discuss upcoming events, plus A [redacted] needed some supplies, when we heard a catcall/doff whistle. When we turned around, the previously empty room now had Major MacDonald standing in the doorway, looking at us for a second before looking away. A [redacted] and I were the only ones in the room, and A [redacted] asked if I'd heard the whistle too. I confirmed it, and Major left a second later.

Signed: C. [redacted] v. [redacted] Hor [redacted]Dated: 11-30-18

STUDENT INCIDENT FORM

Name: A [REDACTED] A [REDACTED]

Date: 11-30-18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

in Sgt Jones room

We were at lunch and A [REDACTED] went into Major McDonald's room to get a spoon. While in there, I heard a whistle. When she came out she asked if I had heard it I said yes. She then said when she turned around Major was staring right at her. I looked around the room and saw that everyone was in there and I didn't see anyone else go into the room with A [REDACTED]. So my best guess is that it was Major because A [REDACTED] said he was the only other one in the room and it appeared →

Signed: A [REDACTED] A [REDACTED] Date: 11-30-18

to be that way to me as well.
Also ~~being~~ this isn't the first time
any of the females have felt uncomfortable
with major. We catch him staring at
us at PT. The way he looks at other
girls is unsettling.

STUDENT INCIDENT FORM

Name: A [REDACTED] A [REDACTED]

Date: 12-3-18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

I didn't tell you this because I was afraid of getting in trouble myself. About 2 weeks ago during PT me, K [REDACTED] and B [REDACTED] were in a circle doing push ups. I was feeling sick like I was about to throw up and to myself said "f me". Major who was a bit in front of us looked at me and said "When". All three of us looked

Signed: _____ Dated: _____

at each other and then him and
he proceeded to say "what ya say?"
We're not sure if he was trying
play it off as he really didn't
hear me or not.

STUDENT INCIDENT FORM

Name: B. [REDACTED]

Date: 12/03/18

Time: _____

Date/Time Of Incident: _____

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

We had just completed a run for ROTC and were doing some type of drill. [REDACTED] said "F-m!" and maybe looked over a fence. And said "what?" Maybe it was a misunderstanding on the part of him. He seemed a bit off. He said "oh, I was always running again."

Signed: [REDACTED]

Dated: 12/03/18

STUDENT INCIDENT FORM

Name: K [REDACTED] K [REDACTED]Date: 11/30/18Time: 1106Date/Time Of Incident: 11/19/18

FULLY describe the incident. Please remember that we need to know the facts: what you witnessed, what you were told, evidence that was available, etc. Use the reverse side for any additional information. PLEASE SIGN AND DATE THIS FORM when you finish with your report.

FACTS:

During PT that monday; A [REDACTED], B [REDACTED], and I were doing burpees / push-ups when A [REDACTED] got sick and mumbled "F-me". We all heard someone say when in a low tone of voice and looked up to see Major looking at her & grinning. I have seen him staring at multiple cadets including myself.

Signed: [REDACTED]Dated: 11/30/18

MEMORANDUM FOR Brandon Todd, Assistant Principle, Aynor High School, 201 Jordanville Road, Aynor, South Carolina 29511

DATE: November 30, 2018

SUBJECT: Response to Allegations

1. In response to allegation that I made a comment to a cadet about their underwear showing during a physical training event, I have no recollection of making said statement. During physical training activities SFC Davis and I make a concerted effort to ensure there is not a lack of decorum occurring because of the nature of the exercises. In the past we would have the female cadets' face in opposite directions from male cadets when performing certain exercises. SFC Davis and I have mentioned in general that cadets need to ensure they are wearing appropriate physical training apparel. I have only commented to two male students about their underwear showing and directed them to pull their pants up. The first incident was at the bag search and the other was in the hall. Neither student was a cadet.
2. For the second allegation that I made a cat-call during a physical training class to a female cadet I deny any such event occurring. During physical training events I motivate cadets to perform to the best of their abilities even when they believe they are unable to accomplish the exercise. At these events I will instruct cadets to run faster, get your legs up, or provide positive feedback. During a physical training event the JROTC program utilizes both classrooms for circuit training. Each classroom will have four events/stations with groups of four to five cadets at each station. During one circuit training event we used a time test of 45 seconds to conduct the exercise then rotate and repeat until all eight events were completed followed by a rest break prior to repeating the circuit. The next circuit training event we used a deck of cards whereby we flipped the card to provide the number of reps performed at that time and then rotate and repeat until all eight events were completed. At no time, have I heard any cadet make a cat-call during a physical training event.
3. I did make a comment to a cadet who was drawing a female superhero/heroine. I stated to the cadet that the drawing was a self-portrait and it was good. I stated the drawing was a superhero and that the cadet was wearing a t-shirt with marvel superhero characters on it. In the past I have provided complimentary comments on the cadet's drawings and suggested possibly looking into an art school or graphic design to further their abilities. At no time have I hovered over a cadet, (in their personal space), when speaking with them.
4. As a father of three daughters ages 15, 12, and 8 years old I am acutely aware of how verbal and non-verbal exchanges can affect a girl's feelings of embarrassment, discomfort, or positively up-lift them. In this regard I have treated each cadet as I would any military service member. Since, assuming my duties the Senior JROTC Instructor I have been vigilant in my choice of words and body language.
5. As a retired military officer in the U.S. Army I treat any allegation, whisper, or rumor of sexual harassment seriously. The military investigates every allegation and I have conducted a number of these investigations in the past. Commanding units at the platoon, company, and battalion level with female service members I have always strive to ensure that my action represents the highest ideals of how a gentlemen and a military officer interacts with not just female but also male service members.
6. I welcome any administrator to observe the JROTC class during physical training and even joining in the activities. The JROTC conducts physical training activities on Monday and Friday. On Wednesday the program conducts leadership labs whereby the class conducts teambuilding events either in the classroom setting or outside.

//original signed//

MAJ (R) Jason J. MacDonald
Senior Army Instructor
Aynor High School



Richard Neal

From: Brandon Todd
Sent: Monday, December 3, 2018 3:02 PM
To: Richard Neal
Cc: Michael McCracken
Subject: FW: Allegations Statement

Importance: High
Sensitivity: Confidential

Sgt. Jones' statement is below. Also, a 4th allegation was been brought to me as well.

Thank you,
 BTodd

From: David Jones
Sent: Monday, December 3, 2018 2:54 PM
To: Brandon Todd <BTodd004@horrycountyschools.net>
Subject: Allegations Statement
Importance: High
Sensitivity: Confidential



Statement of David B. Jones on 03 December 2018, at 2:52pm;

On or about the 19-27 November 2018, I had numerous students come to me in private to discuss how uncomfortable they felt around Major Jason McDonald. The female students felt he was a "creep" and stated how he would make sexual innuendo comments while the JROTC would conduct physical fitness. Specifically, B█████ H█████ and M█████ R█████ mentioned to me MAJ MacDonald had specifically made a comment to A█████ P█████ referencing the brand of underwear A█████ was wearing and how her butt looked. From further discussion A█████ was in charge of conducting warm-up period of physical fitness. She had forget her physical fitness gear and was provided a pair of Army PT shorts at her request. She selected to utilize the Army PT uniform, 3X shorts with spandex liner and draw string. A█████ tried on the pt uniform was comfortable with the uniform as she had worked out in the pt uniform in the past. At some point while conducting warm up exercises A█████ bent over resulting in her waistband of her underwear showing. I told B█████ and M█████ both to keep what they had reported as third party to themselves and I would look into what they were talking about. Later on 26 November K█████ K█████ after marksmanship practice spoke with me stating "a few of our JROTC felt really uncomfortable around MAJ MacDonald. A█████ told me" at that time I stopped the conversation and told K█████ to inform A█████ I needed to see her to allow her to give me the exact details of the incidents rumored to have taken place. K█████ went on to state A█████ A█████ felt uneasy. K█████ was told by me "I am on it, will report her concerns and for her to let anyone that felt such please report anything else to AHS Administration". After an unknown amount of time, I do not remember if it was the next day A█████ reported to me "MAJ MacDonald makes me feel really uncomfortable. The day I wore the Army PT Shorts he made a commit directly to me addressing the brand of my underwear being Calvin Klein". She then went on to state about another time she was conducting PT with her classmates when M█████ R█████ motioned to A█████ indicating MAJ MacDonald was standing behind them staring. This all came out from A█████ after I called her into my office to speak with her about rumors I had been hearing involving her. My concern hearing such third and fourth party information from K█████ K█████ M█████ R█████ and/or B█████ H█████ was to ensure the he said, she said was not part of what was being reported. After speaking with Alicia and personally getting the facts from her I reported my findings immediately to AHS AP Mr. Brandon Todd. I reassured all of the female students who have spoken to me regarding the alleged incidents Aynor High School Administration has been notified and to please allow the

system to work. A went on to state she had not even told her mom at which time I told A "If you feel mom is going to fly off the handle, tell her in front of me to allow her to ask whatever questions she may have". A mother Rosa and I have developed a partnership of trust and respect over my two years having A in JROTC. They were also notified not to speak or mention the incidents to anyone outside of administration/law enforcement as the investigation continues. All the students involved acknowledged and stated "we trust you Sergeant Jones, but we still feel creeped out by major". Between 28 and 30 November MAJ MacDonald came to me after being summoned to Mr. Michael McCracken's office and spoke of three allegations pending against him. I told him keep it to himself and which time he went on to address an allegation made by J C In reference to a drawing and a shirt she had on at the time. He went on to speak about the allegations of making cat calls and comments to a female in reference to her underwear stating "I do not know what they are talking about". He clearly admitted to addressing J C in conversation. Upon notifying Mr. Todd, I also notified District JROTC Director LTC James D. Davis of the allegations to keep him informed of what may be coming down from AHS JROTC stand point. On December 3, 2018 I was asked by Mr. Todd to prepare a statement. //END OF STATEMENT//////////////////////////////////////

Vr

David B. Jones

SFC; Ret.

Asst. Instructor

Aynor High JROTC

843-488-7126 office

843-263-5030 cell

Djones003@horrycountyschools.net

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EXHIBIT F

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2020-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) Deposition of:
 6 vs.) Richard Neal
 7 Horry County School District,) Tuesday, January 24, 2023
 8 Dr. Rick Maxey, in his) 2:07 p.m. - 3:21 p.m.
 9 individual and official)
 10 capacities, Michael)
 11 McCracken, in his individual)
 12 and official capacities, and)
 13 Mary Anderson, in her)
 14 individual and official)
 15 capacities,)
 16 Defendants.)
 17 _____)

18
 19
 20 Deposition on oral examination of Richard Neal,
 21 reported by Jennifer Nottle, Court Reporter and Notary
 22 Public in and for the State of South Carolina; pursuant to
 23 Rule 30 of the South Carolina Rules of Civil Procedure;
 24 said deposition was taken via teleconference, on Tuesday,
 25 the 24th day of January, 2023.

APPEARANCES:

Representing the Plaintiff:

JANET E. RHODES, ESQUIRE
Mike Kelly Law Group
1523 Huger Street, Suite A
Columbia, South Carolina 29201

Representing the Defendants:

SAMUEL F. "BUDDY" ARTHUR, ESQUIRE
Aiken, Bridges, Elliott, Tyler & Saleeby, P.A.
181 Evans Street, Suite 409
Florence, South Carolina 29506

and

KENNETH S. GENERETTE, ESQUIRE
Horry County Schools
Post Office Box 260005
Conway, South Carolina 29528

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* * * * *

EXHIBITS	
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- Email dated 11.30.18 and Student Statements	
Plaintiff's Exhibit No. 2 (2 pages).....	14
- Memo	
Plaintiff's Exhibit No. 3 (3 pages).....	15
- Email dated 12.3.18	
Plaintiff's Exhibit No. 4 (4 pages).....	23
- Email dated 12.3.18	
Plaintiff's Exhibit No. 5 (2 pages).....	31
- Summary of Major McDonald	
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- FOUO	

1 Plaintiff's Exhibit No. 7 (3 pages).....36
 2 - Email dated 1.26.19
 3 Plaintiff's Exhibit No. 8 (14 pages).....40
 4 - Horry County Board of Education Minutes
 5
 6 * * * * *
 7 Court Reporter's Legend:
 8 dashes [--] Intentional or purposeful interruption
 9 [ph] Denotes phonetically written
 10 [sic] Written as said
 11 This deposition is taken in accordance with the
 12 South Carolina Rules of Civil Procedure.
 13 It is agreed and stipulated by the deponent and
 14 respective counsel that the reading and signing of the
 15 deposition by the deponent is expressly waived.
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 25

1 A. Yes, ma'am.

2 Q. Okay. And do you have any reason to believe that
3 you didn't receive these on Friday, November 30th
4 at about 11:03, 2018?

5 A. I feel quite sure I received them, yes, ma'am.

6 Q. Okay, okay. You said you took part in acquiring
7 these statements. What do you mean by that?

8 A. I would have been point of contact between the
9 high school and the district office, HR, human
10 resources side, collecting the statements based
11 on the names that were given to me by Brandon
12 Todd. And then I would make sure that -- to the
13 best of my ability, that we have a statement from
14 all parties that allegedly had something relevant
15 to say.

16 Q. Okay. All right. Did you -- when I say collect
17 statements, did you sit in with students when
18 they wrote the statements?

19 A. No, ma'am.

20 Q. Okay. From prior testimony, Brandon Todd said
21 that he was the one that sat in with the students
22 to get those statements; does that sound accurate
23 to you?

24 A. Yes, ma'am.

25 Q. And he was the Assistant Principal at Aynor High

1 Anderson?

2 A. Yes, ma'am, that could have been.

3 Q. Okay. Yeah, because it appears to me that this
4 was the bulk of what would have been collected in
5 the investigation. And you can correct me if I'm
6 wrong, but it's got Major McDonald's statement.
7 It's got various emails. It's got Brandon Todd's
8 statement and the students' statements. Okay.
9 To me it does appear like this would have been
10 like your folder that you presented as the
11 conclusion of your part of the investigation; is
12 that right?

13 A. Yes, ma'am.

14 Q. Okay. I apologize. I don't know why it took me
15 so long to get there. I was scratching my head
16 this whole time. May I ask you, do you make any
17 type of recommendations when what you've
18 collected is presented to Mary Anderson?

19 A. Yes, ma'am.

20 Q. Okay. Tell me -- and when I'm saying
21 recommendations, I mean how the district should
22 respond to what's been collected in the
23 investigation. For instance, is there going to
24 be a disciplinary action, or is -- you know, is
25 it -- what should take place is what I'm asking.

1 A. Yes, ma'am.

2 Q. Okay. And this is -- the email's dated January
3 26th, 2019, correct?

4 A. Yes, ma'am.

5 Q. From what we can recall and the inference you've
6 made, you submitted your folder to Mary Anderson
7 on December 20th, correct?

8 A. Yes, ma'am, that -- yes, ma'am, based on my
9 notes.

10 Q. And backing up even further than that, from
11 everything I've seen, no other documents -- no
12 other statements were submitted, no other
13 interviews took place after December 4th between
14 that time period and when you submitted your
15 packet or folder on December 20th. Do you recall
16 anything else taking place between that time
17 period?

18 A. I don't recall, ma'am.

19 Q. Okay.

20 A. I do not.

21 Q. To the best of your recollection, nothing else
22 was submitted as part of the investigation?

23 A. To the best of my --

24 MR. ARTHUR: Object to the form.

25 Q. Is that to the best of your recollection?

1 CERTIFICATE OF REPORTER

2 I, JENNIFER NOTTLE, COURT REPORTER AND NOTARY PUBLIC
3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE DEPOSITION OF RICHARD NEAL, ON
5 TUESDAY, THE 24TH DAY OF JANUARY, 2023, THAT THE WITNESS
6 WAS FIRST DULY SWORN BY ME AND THAT THE FOREGOING 46 PAGES
7 CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF MY STENOMASK
8 REPORT OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
10 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
11 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
12 INTERESTED IN SAID CAUSE.

13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
15 RHODES, ESQUIRE, MIKE KELLY LAW GROUP, 1523 HUGER STREET,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

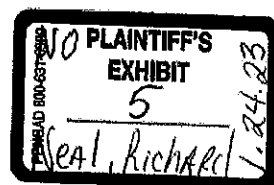
20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
21 10TH DAY OF FEBRUARY, 2023.

22 

23 JENNIFER NOTTLE, COURT REPORTER

24 MY COMMISSION EXPIRES JULY 11, 2023
25

Document 5



December 20, 2018

Summary of Major Jason MacDonald (AJROTC) Instructor Aynor High School

Left side:

- Col Davis (JROTC Director) reported to Army JROTC headquarters
- Major MacDonald / written statement

Right side:

12-17-2018 email referencing Maj McDonald pending ongoing certification (incomplete to date)

08-30-2018 email from Maj MacDonald request to move certification status to "Temporary Qualified Instructor" pending packet review.

07-16-2018 Memorandum of Intent to Hire JROTC Instructor as a Senior Army Instructor on a cost shared basis

05-12-2015 JROTC Instructor Qualification (3-years) from the date of qualification

08-06-2018 Salary adjustment increased

12-03-2018 Sgt. Brandon Todd (NCO) AJROTC statement relating to incidents

Left side:

Incident #1 Students' statements during Physical Training
Names: A [redacted] P [redacted], B [redacted] L [redacted], B [redacted] H [redacted]

Incident #2 Students' statements relating to drawing made by student
Names: J [redacted] G [redacted], M [redacted] D [redacted] A [redacted] L [redacted], J [redacted] B [redacted], A [redacted]

Incident #3 Students' statements "Catcall Whistle"
Names: A [redacted] W [redacted], S [redacted] W [redacted], E [redacted] V [redacted] H [redacted] A [redacted] A [redacted]

Incident #4 Students' statements "student said 'F me' alleged response 'When'"
Names: A [redacted] A [redacted], B [redacted] L [redacted], K [redacted] K [redacted]

Rich Neal

EXHIBIT G

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2020-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) DEPOSITION OF
 6 vs.) MARY ANDERSON
 7 Horry County School District, Dr.) FEBRUARY 23, 2022
 8 Rick Maxey, in his individual and)
 9 official capacities, Michael)
 10 McCracken, in his individual and)
 11 official capacities, and Mary)
 12 Anderson, in her individual and)
 13 official capacities,)
 14 Defendants.)
 15 _____)

16
 17 Video conference deposition on oral examination of DR.
 18 MARY ANDERSON, reported by Donna M. Currey, Court Reporter
 19 and Notary Public in and for the State of South Carolina;
 20 pursuant to Rule 30 of the South Carolina Rules of Civil
 21 Procedure; said deposition was taken via Zoom Video
 22 Conference on Wednesday, the 23rd day of February, 2022;
 23 commencing at the hour of 1:01 p.m.
 24
 25

APPEARANCES:

REPRESENTING THE PLAINTIFF:

JANET E. RHODES, ESQ.
Mike Kelly Law Group
Post Office Box 8113
Columbia, South Carolina 29202
(Jrhodes@mklawgroup.com)

REPRESENTING THE DEFENDANTS:

SAMUEL F. ARTHUR, ESQ.
Aiken Bridges Elliott Tyler & Saleeby, P.A.
181 E. Evans Street, Suite 409
Florence, South Carolina 29506
(sfa@aikenbridges.com)

ALSO PRESENT:

Kenneth Generette, In House Counsel for the District
Major Jason MacDonald

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* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption
... Indicates trailing off
[ph] Denotes phonetically written
[sic] Written as said

1 administrative leave, and I believe you stated
2 that at least you had the student statements and
3 Sergeant Jones' statement. Is that right?

4 A. Yes.

5 Q. I'm just trying to establish timelines here. And
6 he was placed on paid administrative leave on
7 December 4th?

8 A. That is correct.

9 Q. Okay. Do you recall an interview being
10 conducted, which was recorded, by Mr. Richard
11 Neal and Mr. Roger Gray on December 4, 2018?

12 A. Yes. Yes.

13 Q. Okay. Was that done at your direction or did
14 they do that?

15 A. That was done at my direction.

16 Q. Okay. Did you participate in that interview?

17 A. Not in the actual interview, no. Those are
18 responsibilities often delegated to directors.

19 Q. Okay. And I've heard previous testimony that Mr.
20 Neal is, I guess for lack of a better word,
21 assigned, so to speak, to the high schools and
22 Aynor High School is one of his high schools. Is
23 that right?

24 A. Did you say assigned?

25 Q. Assigned might not be the right word, but point

1 **of contact perhaps?**

2 A. The structure of the HR department in Horry
3 County Schools is such that we're a very large
4 district, as I'm sure you're aware --

5 **Q. Yes.**

6 A. -- so we divide our schools so that a director is
7 the point of contact. When Mr. Neal was here at
8 that point in time, he was the direct contact for
9 high schools.

10 **Q. Okay. All right. At any point, did you contact**
11 **Mr. Todd to ask about what steps he took at the**
12 **school level investigation?**

13 A. Me personally, no, I did not.

14 **Q. Okay. Did Mr. Neal ever tell you that he had a**
15 **conversation with Mr. Todd about the school**
16 **investigation?**

17 A. As I recall, and as you know, this conversation
18 would have happened several years ago so I don't
19 remember the exact conversations, but I'm sure
20 that Mr. Neal either told me that he spoke to Mr.
21 Todd or to Mr. McCracken.

22 **Q. Okay. All right. Who is Mr. Roger Gray?**

23 A. Mr. Roger Gray is a director in the Human
24 Resources Department.

25 **Q. Does he also participate in -- does he -- or at**

1 A. From that point forward, can't remember if it was
2 prior to him being placed on leave. It may have
3 been on the 3rd, Mr. Neal had a meeting with Mr.
4 McCracken. I'm not sure if Mr. Gray was present
5 or not, but to review statements, to review parts
6 of the process and gathering the information, to
7 review Major MacDonald's statement. And after he
8 was placed on leave, then we would have reviewed
9 the documentation further. I would have shared
10 the information with the superintendent to see
11 where we would be on what next steps would be
12 taken.

13 Q. Okay. All right. So, after December 4th or
14 perhaps it could have even been on December 4th,
15 I'll ask you to the best of your recollection,
16 when did you share the information with the
17 superintendent?

18 A. I do not recall when it was shared. It may have
19 been a few days. It could have been longer than
20 that based on things that were happening with the
21 superintendent, but it's my role as the chief
22 human resources officer to review the information
23 and make a recommendation to the superintendent.

24 Q. Okay. What -- I mean, I know that you don't
25 independently remember if it was same day or how

1 CERTIFICATE OF REPORTER

2 I, DONNA M. CURREY, COURT REPORTER AND NOTARY PUBLIC
3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE VIDEO CONFERENCE DEPOSITION OF
5 MARY ANDERSON, ON WEDNESDAY, THE 23RD DAY OF FEBRUARY,
6 2022; THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT
7 THE FOREGOING 50 PAGES CONSTITUTE A TRUE AND CORRECT
8 TRANSCRIPTION OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
10 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
11 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
12 INTERESTED IN SAID CAUSE.

13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
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15 RHODES, ESQ., MIKE KELLY LAW GROUP, POST OFFICE BOX 8113,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
21 4TH DAY OF MARCH, 2022.

22 
23 _____

24 DONNA M. CURREY, COURT REPORTER

25 MY COMMISSION EXPIRES JANUARY 31, 2024

Caitlin Royston

From: Richard Neal <RNeal@horrycountyschools.net>
Sent: Monday, December 3, 2018 9:39 PM
To: Mary J Anderson
Subject: RE: Allegations Statement

Sensitivity: Confidential

Mary,

Would it be ok to have Merri draft a letter and meet with Maj McDonald after I meet with Michael and Col Davis?

Respectfully,

Rich N

From: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Sent: Monday, December 3, 2018 6:27 PM
To: Richard Neal <RNeal@horrycountyschools.net>
Subject: RE: Allegations Statement
Sensitivity: Confidential

Rich,

I think we need to place Major McDonald on administrative leave with pay until we come to a decision. It seems that the concerns are growing.

Thanks,
 Mary

From: Richard Neal
Sent: Monday, December 3, 2018 3:56 PM
To: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Subject: FW: Allegations Statement
Importance: High
Sensitivity: Confidential

Mary,

Statement from Sgt Jones and attached is a statement taken today from another student. I have set a meeting with Col Davis and Michael, 10:30am, 12/4, B105.

Respectfully, Rich N

From: Brandon Todd <BTodd004@horrycountyschools.net>
Sent: Monday, December 3, 2018 3:02 PM
To: Richard Neal <RNeal@horrycountyschools.net>
Cc: Michael McCracken <MMcCracken@horrycountyschools.net>
Subject: FW: Allegations Statement



Importance: High
Sensitivity: Confidential

Sgt. Jones' statement is below. Also, a 4th allegation was been brought to me as well.

Thank you,
BTodd

From: David Jones
Sent: Monday, December 3, 2018 2:54 PM
To: Brandon Todd <BTodd004@horrycountyschools.net>
Subject: Allegations Statement
Importance: High
Sensitivity: Confidential

Statement of David B. Jones on 03 December 2018, at 2:52pm;

On or about the 19-27 November 2018, I had numerous students come to me in private to discuss how uncomfortable they felt around Major Jason McDonald. The female students felt he was a "creep" and stated how he would make sexual innuendo comments while the JROTC would conduct physical fitness. Specifically, E [redacted] H [redacted] and M [redacted] R [redacted] mentioned to me MAJ MacDonald had specifically made a comment to A [redacted] P [redacted] referencing the brand of underwear A [redacted] was wearing and how her butt looked. From further discussion A [redacted] was in charge of conducting warm-up period of physical fitness. She had forget her physical fitness gear and was provided a pair of Army PT shorts at her request. She selected to utilize the Army PT uniform, 3X shorts with spandex liner and draw string. A [redacted] tried on the pt uniform was comfortable with the uniform as she had worked out in the pt uniform in the past. At some point while conducting warm up exercises A [redacted] bent over resulting in her waistband of her underwear showing. I told B [redacted] and M [redacted] both to keep what they had reported as third party to themselves and I would look into what they were talking about. Later on 26 November K [redacted] K [redacted] after marksmanship practice spoke with me stating "a few of our JROTC felt really uncomfortable around MAJ MacDonald. A [redacted] told me" at that time I stopped the conversation and told K [redacted] to inform A [redacted] I needed to see her to allow her to give me the exact details of the incidents rumored to have taken place. K [redacted] went on to state A [redacted] A [redacted] felt uneasy. K [redacted] was told by me "I am on it, will report her concerns and for her to let anyone that felt such please report anything else to AHS Administration". After an unknown amount of time, I do not remember if it was the next day A [redacted] reported to me "MAJ MacDonald makes me feel really uncomfortable. The day I wore the Army PT Shorts he made a commit directly to me addressing the brand of my underwear being Calvin Klein". She then went on to state about another time she was conducting PT with her classmates when M [redacted] R [redacted] motioned to A [redacted] indicating MAJ MacDonald was standing behind them staring. This all came out from A [redacted] after I called her into my office to speak with her about rumors I had been hearing involving her. My concern hearing such third and fourth party information from K [redacted] K [redacted] M [redacted] R [redacted] and/or B [redacted] H [redacted] was to ensure the he said, she said was not part of what was being reported. After speaking with A [redacted] and personally getting the facts from her I reported my findings immediately to AHS AP Mr. Brandon Todd. I reassured all of the female students who have spoken to me regarding the alleged incidents Aynor High School Administration has been notified and to please allow the system to work. A [redacted] went on to state she had not even told her mom at which time I told A [redacted] "if you feel mom is going to fly off the handle, tell her in front of me to allow her to ask whatever questions she may have". A [redacted] mother Rosa and I have developed a partnership of trust and respect over my two years having A [redacted] in JROTC. They were also notified not to speak or mention the incidents to anyone outside of administration/law enforcement as the investigation continues. All the students involved acknowledged and stated "we trust you Sergeant Jones, but we still feel creeped out by major". Between 28 and 30 November MAJ MacDonald came to me after being summoned to Mr. Michael McCracken's office and spoke of three allegations pending against him. I told him keep it to himself and which time he went on to address an allegation made by J [redacted] C [redacted] in reference to a drawing and a shirt she had on at the time. He went on to speak about the allegations of making cat calls and comments to a female in reference to her underwear stating "I do not know what they are talking about". He clearly admitted to addressing J [redacted] C [redacted] in

conversation. Upon notifying Mr. Todd, I also notified District JROTC Director LTC James D. Davis of the allegations to keep him informed of what may be coming down from AHS JROTC stand point. On December 3, 2018 I was asked by Mr. Todd to prepare a statement. //END OF STATEMENT////////////////////////////////////

Vr

David B. Jones

SFC, Ret.

Asst. Instructor

Aynor High JROTC

843-488-7126 office

843-263-5030 cell

DJones003@horrycountyschools.net

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CONFIDENTIAL
ATTORNEY EYES ONLY
2020-CP-26-05790

Caitlin Royston

From: Mary J Anderson
Sent: Thursday, May 21, 2020 11:15 AM
To: James Davis
Subject: RE: [EXT]missing Items

Yes,
 I am sitting at my desk. If the call does not go through, call 843-503-0762.

From: James Davis <JDavis003@horrycountyschools.net>
Sent: Thursday, May 21, 2020 11:07 AM
To: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Subject: RE: [EXT]missing Items

I am unable to come in this morning. I have been trying to reach you at (843) 488-6862. Is that the best number?

From: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Sent: Thursday, May 21, 2020 9:16 AM
To: James Davis <JDavis003@horrycountyschools.net>
Subject: RE: [EXT]missing Items

I am in the office this morning. You can come by or give me a call.

From: James Davis <JDavis003@horrycountyschools.net>
Sent: Thursday, May 21, 2020 9:11 AM
To: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Subject: RE: [EXT]missing Items

When can I meet you?

From: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Sent: Wednesday, May 20, 2020 4:32 PM
To: James Davis <JDavis003@horrycountyschools.net>
Subject: FW: [EXT]missing Items

Colonel Davis,
 Can we discuss?
 Mary

From: Andrea White <awhite@sodacitylaw.com>
Sent: Wednesday, May 20, 2020 4:12 PM
To: Mary J Anderson <MAAnderson002@horrycountyschools.net>
Cc: Kenneth Generette <KGenerette@horrycountyschools.net>
Subject: Fw: [EXT]missing Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Can y'all look into this? I will let Janet know that the Board did not yet vote on whether to hear from MacDonald. Can I tell her that his request will be presented at the June 1st meeting? Thanks!

From: Janet E. Rhodes <jrhodes@burnetteshutt.law>
Sent: Wednesday, May 20, 2020 3:55 PM
To: Andrea White <awhite@sodackylaw.com>
Cc: Jill Prater <jprater@burnetteshutt.law>
Subject: FW: [EXT]missing items

Andrea,

I cannot imagine that the school tossed these items, some of which are service metals, which is very concerning. Can you please contact the school and see where the items have been placed? We would not want to have to complicate matters with a conversion issue.

I emailed the other day and have not heard back, did the Board meet and did they vote on the hearing?

Janet



**BURNETTE
SHUTT MCDANIEL**

Moving law forward.

Janet E. Rhodes Partner
912 LADY STREET | 2ND FLOOR
PO BOX 1929 | COLUMBIA, SC 29202
D: 803.904.7915 | O: 803.850.0912 | F: 803.904.7910
BURNETTESHUTT.LAW
VCARD VIEW BIO



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IRS REGULAR 230 NOTICE: Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

From: Jason MacDonald <jasonimacdonald@gmail.com>
Sent: Tuesday, May 12, 2020 1:21 PM
To: Janet E. Rhodes <jrhodes@burnetteshutt.law>
Subject: [EXT]missing items

Janet,

Attached is the memo I sent to LTC Davis and Roberts with list of missing items. I am also giving you an itemization of the items.

ITEM	EA	Price	Total
ASU Shirt Short Sleeve	1	\$25.95	\$25.95
ASU Shirt Long Sleeve	1	\$20.09	\$20.09
Black Satin Tie, Regular	1	\$7.52	\$7.52
Army Elastic Waist Belt with Gold Plated Buckle	1	\$14.20	\$14.20
Sta-Brite Men's Belt Buckle and Tip	1	\$8.00	\$8.00
ASU Last Name Plate	2	\$5.00	\$10.00
Black Socks	2	\$1.71	\$3.42
Foliage Green Jacket	1	\$65.60	\$65.60
Army Male Uniform Button 6 25/4 36L	2	\$37	\$74.00
Iraq Campaign Medal w/ 2 Campaign Stars	2		\$0.00
Bronze Star Medal	2		\$0.00
Meritorious Service Medal (3 rd Award)	2		\$0.00
Army Commendation Medal (3 rd Award)	2		\$0.00
Joint Service Achievement Medal (2 nd Award)	2		\$0.00
Army Achievement Medal	2		\$0.00
Meritorious Unit Commendation (2 nd Award)	2	\$6.00	\$12.00
National Defense Service	2		\$0.00
Global War on Terrorism Expeditionary Medal	2		\$0.00
Global War on Terrorism Service Medal	2		\$0.00
Korea Defense Service Medal	2		\$0.00
Army Service Ribbon	2		\$0.00
Overseas Service Ribbon (3 rd Award)	2		\$0.00
Staggered-Right 1/8-inch Space Ribbon Mount	2	\$8.39	\$16.78
Marlow White Ribbon Rack Builder	2	\$72.00	\$144.00
Parachutist Badge	2	\$8.05	\$16.10
Air Assault Badge	2	\$6.60	\$13.20
Chemical Corps Officer Branch Insignia	1	\$10.00	\$10.00
Army Officer Non-Tarnish Rank Insignia	2	\$8.95	\$17.90
Male Army Shoulder Straps, Chemical Branch	1	\$34.50	\$34.50
Combat Service Identification Badge (CSIB), 1 st Cavalry Division	1	\$15.50	\$15.50

Badge Foreign Jump Wings, Chilean	2	\$11.95	\$23.90
ACU Trousers	1	\$49.50	\$49.50
ACU Coat	1	\$48.67	\$48.67
Bates Lites High Gloss Oxfords Military Dress Shoes	1	\$149.95	\$149.95
Army Desert Tan boots, Belleville	1	\$130.00	\$130.00
Army Embroidered Nametape with Hook and Loop (ACU)	2	\$5.40	\$10.80
Army Rigger Belt	1	\$4.52	\$4.52
Army Black Beret	1	\$21.72	\$21.72
Army Patrol Cap ACU	1	\$8.34	\$8.34
Army Officer Shoulder Marks, MAJ	1	\$10.00	\$10.00
Army U.S. Letters Branch Insignia - Officer and Enlisted	2	\$4.99	\$9.98
Total	65		\$976.14

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EXHIBIT H

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF Horry) CASE NO.: 2022-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) DEPOSITION OF
 6 vs.) DR. RICK MAXEY
 7 Horry County School District, Dr.) FEBRUARY 22, 2022
 8 Rick Maxey, in his individual and)
 9 official capacities, Michael)
 10 McCracken, in his individual and)
 11 official capacities, and Mary)
 12 Anderson, in her individual and)
 13 official capacities,)
 14 Defendants.)
 15 _____)

16
 17 Video conference deposition on oral examination of DR.
 18 RICK MAXEY, reported by Donna M. Currey, Court Reporter and
 19 Notary Public in and for the State of South Carolina;
 20 pursuant to Rule 30 of the South Carolina Rules of Civil
 21 Procedure; said deposition was taken via Zoom Video
 22 Conference on Tuesday, the 22nd day of February, 2022;
 23 commencing at the hour of 10:04 a.m.
 24
 25

APPEARANCES:

REPRESENTING THE PLAINTIFF:

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Mike Kelly Law Group
Post Office Box 8113
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REPRESENTING THE DEFENDANTS:

SAMUEL F. ARTHUR, ESQ.
Aiken Bridges Elliott Tyler & Saleeby, P.A.
181 E. Evans Street, Suite 409
Florence, South Carolina 29506
(sfa@aikenbridges.com)

ALSO PRESENT:

Kenneth Generette, In House Counsel for the District
Major Jason MacDonald

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* * * * *

21	Court Reporter's Legend:	
22	dashes [--]	Intentional or purposeful interruption
23	...	Indicates trailing off
24	[ph]	Denotes phonetically written
25	[sic]	Written as said

1 human resources packet that was assembled and
2 included in the document that was shared with the
3 board at the hearing.

4 Q. Right. Okay. Let me ask you, I understand that
5 you -- and we'll get to it because we're trying
6 to go chronologically. I just feel like that's
7 the easiest and most organized way to get through
8 some of these documents. You did sign the
9 determination for the non-renewal of Major
10 MacDonald's contract in April of 2019? Do you
11 recall that?

12 A. Yes.

13 Q. Okay. All right. And in -- within that letter,
14 and I promise you we will review it in more depth
15 when we get to it, you described that you had
16 reviewed information provided to you. Is that
17 the first time that you were involved in any way
18 into the investigation into the allegations
19 against Major MacDonald?

20 MR. ARTHUR: Object to the form.

21 A. I was not involved in an investigation. I saw
22 the results of a investigation done by human
23 resources.

24 Q. Okay. What is your understanding of who was
25 involved in the investigation and the steps that

1 Q. Correct. But I -- answer my first question
2 first. Do you -- you do understand that they
3 ruled that there was insufficient evidence,
4 right?

5 A. That is correct.

6 Q. Okay. And we'll go to that document, and I'll
7 show you exactly which -- and you participated in
8 that board meeting, did you not?

9 A. Yes.

10 Q. Okay. And you heard questions from the board
11 members to Principal McCracken and Colonel Davis
12 about what steps were actually taken in the
13 investigation, correct?

14 A. I believe they were questioned, yes.

15 Q. Okay. And did you get the impression that board
16 members took issue with the lack of investigation
17 or sufficiency of investigation in this matter?

18 MR. ARTHUR: Object to the form.

19 A. I think there were a couple of board members who
20 had questions. We have a 12-member board.

21 Q. Okay. And were you allowed to participate when
22 we were, you know, released from the board
23 meeting? Did you get to hear the conversations
24 between the board members in making their
25 decision?

1 A. I don't recall if I was in the room or not.

2 Q. I mean, were you there when, you know, they made
3 the motion and voted yes or no?

4 A. As far as an action in public, yes, I was there.
5 I'm saying I don't know if I was in the room
6 during executive session when they were
7 deliberating. I don't recall.

8 Q. Okay. But you were present when the hearing took
9 place and heard the questions they were asking
10 Principal McCracken, Lieutenant Colonel Davis,
11 Major MacDonald?

12 A. Yes, yes, uh-huh.

13 Q. Okay. All right. And did you get the impression
14 that some took issue with the sufficiency of the
15 investigation?

16 A. As I said, there were at least --

17 MR. ARTHUR: Object to the form.

18 A. -- as I said, there were at least two board
19 members who had questions about the sufficiency
20 of the investigation.

21 Q. Okay. And I'm sorry if this is -- if you already
22 answered this, I apologize, but do you think the
23 appropriate parties to ask questions about the
24 steps of the investigation would be Mr. Todd, Ms.
25 Anderson and Mr. McCracken?

1 CERTIFICATE OF REPORTER

2 I, DONNA M. CURREY, COURT REPORTER AND NOTARY PUBLIC
3 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
4 CERTIFY THAT I REPORTED THE VIDEO CONFERENCE DEPOSITION OF
5 DR. RICK MAXEY, ON TUESDAY, THE 22ND DAY OF FEBRUARY, 2022;
6 THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE
7 FOREGOING 82 PAGES CONSTITUTE A TRUE AND CORRECT
8 TRANSCRIPTION OF SAID DEPOSITION.

9 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
10 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
11 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
12 INTERESTED IN SAID CAUSE.

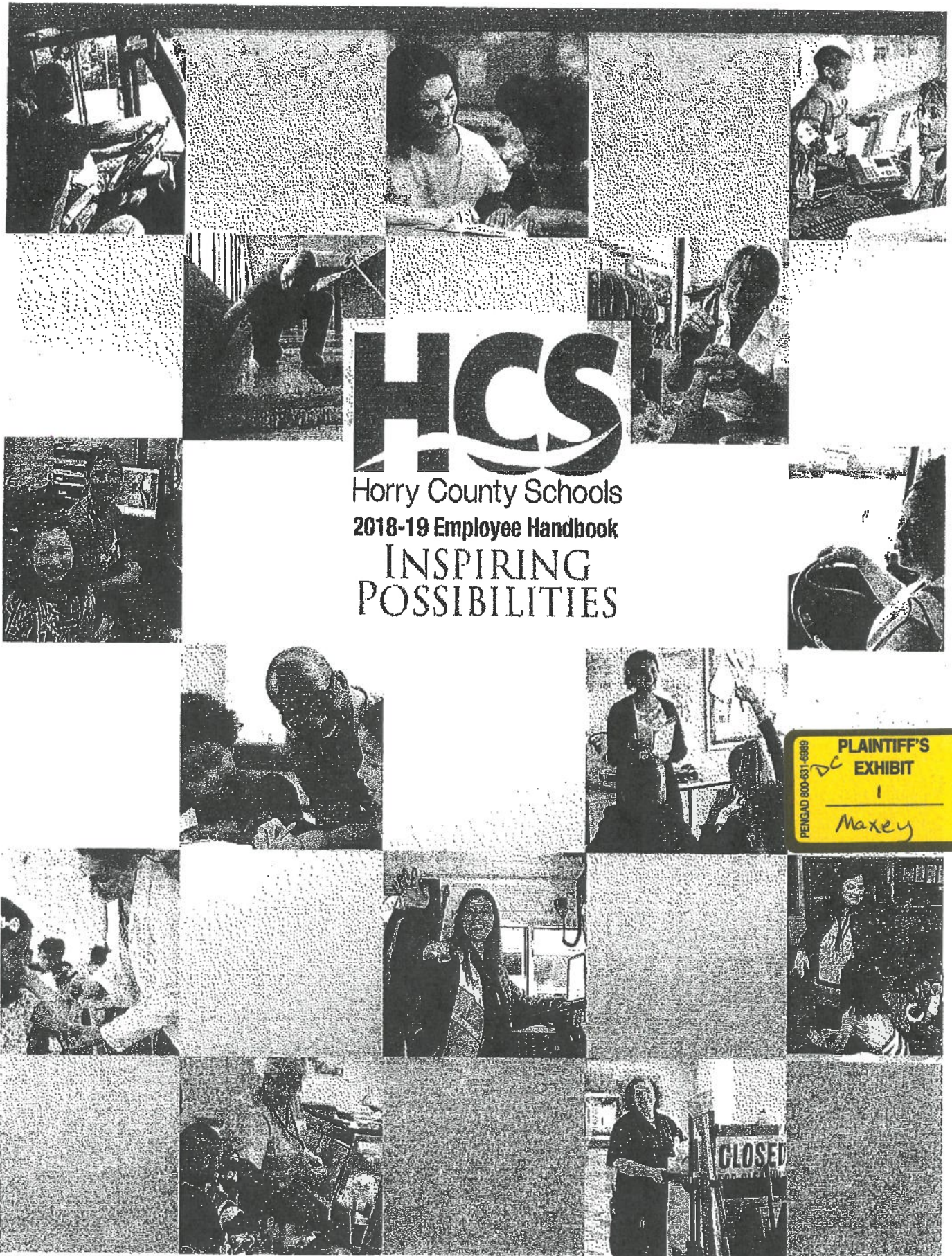
13 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
14 WAS THEREAFTER SEALED BY ME AND DELIVERED TO JANET E.
15 RHODES, ESQ., MIKE KELLY LAW GROUP, POST OFFICE BOX 8113,
16 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
17 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
18 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
19 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

20 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
21 3RD DAY OF MARCH, 2022.

22 
23 _____

24 DONNA M. CURREY, COURT REPORTER

25 MY COMMISSION EXPIRES JANUARY 31, 2024





Personnel Handbook School Year 2018-19

IMPORTANT NOTICE

NOTHING IN THE DISTRICT POLICIES ("POLICIES") OR THE PERSONNEL HANDBOOK ("HANDBOOK") OF Horry County Schools ("DISTRICT") CONSTITUTES OR CREATES AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT. RATHER, THIS HANDBOOK SHOULD BE UNDERSTOOD AS A BRIEF DESCRIPTION OF DISTRICT POLICIES, BENEFITS, RULES, AND OTHER INFORMATION OF IMPORTANCE TO PERSONNEL.

THE POLICIES AND HANDBOOK FOR THE 2018-2019 FISCAL YEAR SUPERSEDE ALL PREVIOUS MANUALS, HANDBOOKS, OR OTHER DOCUMENTS THAT ADDRESS THE SAME SUBJECT MATTER. IN ADDITION, THE POLICIES AND HANDBOOK CAN BE MODIFIED OR ALTERED AT ANY TIME BY THE DISTRICT.

I have read and I understand the "IMPORTANT NOTICE" presented above. Also, I understand that:

- the District Policies ("policies") and the Personnel Handbook ("handbook") for Horry County Schools ("District") are located online on the District's website at www.horrycountyschools.net;
- I can contact my supervisor to gain access to policies and handbook;
- the policies and handbook are not contracts of employment and do not create or imply a contract of employment;
- additional information regarding employment in Horry County Schools is available for employees on the District website

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--	----

Superintendent and School Board Members



Rick Maxey, Ph.D.
Superintendent
rmaxey@horrycountyschools.net

www.horrycountyschools.net



School Board Members

Vacant, Chairman

Holly Heniford, District 1
 North Myrtle Beach, Myrtle Beach
 Email: hollyheniford@horrycountyschools.net

Sherrie Todd, District 2
 Myrtle Beach, Carolina Forest
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Janice Morreale, District 5
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Janet Graham, District 7
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 Email: janetgraham@horrycountyschools.net

John Poston, District 8
 Carolina Forest, Socastee
 Email: johnposton@horrycountyschools.net

Chris Hardwick, District 9
 North Myrtle Beach, Loris, Green Sea Floyds
 Email: chrishardwick@horrycountyschools.net

Nell James, Interim Chair, District 10
 Green Sea Floyds, Carolina Forest, Conway, Loris
 Email: neilljames@horrycountyschools.net

Shanda Allen, District 11
 Aynor, Conway, Green Sea Floyds
 Email: shandaallen@horrycountyschools.net

The HCS Board of Education generally meets on the second and fourth Monday of each month. Meetings are held in the Board Meeting Room located in Building C at the HCS District Office (335 Four Mile Road, Conway). If attending a board meeting, Building C is the third structure on our campus.

Preface

This handbook is prepared for the employees of Horry County Schools ("District") and contains general personnel policies and procedures that govern our daily operations. The content supersedes all previous handbooks, pamphlets, manuals, statements, or other representations (written or oral) regarding the term, conditions, and nature of a person's employment with Horry County Schools. Nothing in this handbook or in the District's Policy Manual shall be deemed to constitute an expressed or implied contract of employment.

This handbook and any policies, procedures, and benefits to which it may refer can be modified, altered, or discontinued at any time by the District at its discretion. Whenever such changes occur, the administration will notify employees through appropriate school or District-level channels. In addition to the handbook, there are other resources that are available to you. Your principal or District-level administrators are available to help you with interpretation and clarification of policies or procedures. Technology will be a vehicle for communicating current and updated personnel information to our employees on a frequent and consistent basis. Employees are encouraged to check the district webpage and the district portal for personnel information, forms, procedures and practices.

This handbook is not intended to replace the actual policies established by the Horry County Board of Education ("Board") or the District administration. If a policy or rule is abbreviated or in error, the document in the official policy manual or the administrative directive document shall always take precedence. Hard copies of *District Policies* are available in each school's main office, and the policy manual may be accessed through the District's website. Employees have a responsibility to familiarize themselves with and abide by, the policies and procedures set forth to carry out their assigned responsibilities with conscientious concern and professional behavior. This is essential to the success of ongoing school operations and the achievement of the district's vision.

Additionally the District's *Parent/Student Handbook*, which includes summaries of selected policies and rules pertaining to students, their parents, teachers, and other staff members, is available to employees through the schools. The District expects all teachers and other staff to be knowledgeable about the information contained in the *Parent/Student Handbook* and to require students to abide by the standards of conduct contained therein.

Vision and Core Values

Vision

To be a premier, world-class school system in which every student acquires an excellent education. Our schools will be welcoming centers organized around high-quality teaching and learning.

Core Values

- We put service to students above all else.
- We take responsibility for the success of all students.
- We care passionately about our work with children.
- We build strong positive relationships with students, staff, parents, and community.
- We model and promote civility and integrity.

Equal Employment Opportunity

The District provides equal employment opportunities to otherwise qualified individuals without regard to race, sex, color, religion, national origin, age, disability, military status, immigrant status, English-speaking status, or any other characteristic protected by applicable federal or S.C. law.

The District will make reasonable accommodations for an individual with a disability who is otherwise qualified for a position unless the accommodation would impose an undue hardship upon the District.

The District will employ only U.S. citizens and aliens lawfully authorized to work in the U.S.

Legal references.

Federal.

Title VII of Civil Rights Act of 1964, as amended – Prohibits discrimination in employment on basis of race, color, national origin, religion, or sex.

Section 504 of the Rehabilitation Act of 1973 – Prohibits recipients of Federal assistance from discriminating in employment of handicapped.

Title IX of the Education Amendments of 1972, 20 USC 1681, et seq – Prohibits discrimination of the basis of sex.

Americans with Disabilities Act, July 26, 1990.

Revised: 7-26-05; 2-17-06.

Employee Conduct

Responsibilities, Ethics, and Conflict of Interest

Staff members have a responsibility to familiarize themselves with, and abide by, federal and state laws, as well as regulations designed to implement these laws, as these affect their work. Staff members must know, understand, and follow District policies and rules. Ignorance of the provisions of District policies and rules will not be acceptable as a defense in the event of an infraction by a staff member. The District expects all staff members to carry out their assigned responsibilities with conscientious concern and professional behavior.

Essential to the success of ongoing school operations are the following specific responsibilities, which the District requires of all personnel:

1. Professional behavior including, but not limited to, adherence to:
 - a. community standards of honesty, integrity, and morality;
 - b. the District's organizational culture that: (1) treats people, including parents, citizens and staff, with respect, dignity and courtesy, (2) values individual differences of opinion, (3) reasonably includes people in decisions that affect them, (4) requires appropriate open and honest communications in written and interpersonal interactions, (5) focuses on common achievement of the Board's governance policies on "Results," and (6) requires an open, responsive, and welcoming environment;
2. Support of, enforcement of, and adherence to federal laws and regulations, state laws and regulations, and District policies, rules, and procedures;
3. Faithfulness and promptness in attendance at work;
4. Care and protection of school property;
5. Attendance at school functions in accordance with the expectations of the District;
6. Concern and attention toward their own and the Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are supervised at all times;
7. Annually viewing the District's required Safe Schools Training Courses.
8. Inspecting, verifying, and assuming responsibility for, the content of documents signed by the employee – documents including, but not limited to, information concerning: taxes, direct deposits, insurance, savings plans, flexible spending accounts, and retirement;
9. Adherence to the District's guidelines set forth in the District's program to prevent workplace injuries caused by, but not limited to, slips, trips, and falls (information is available in the "Workplace Safety Guidelines" manual provided by Health and Safety Services and located in the front office of each work location or online under the "Employee Resources" of the Helpful Links on the District's webpage); staff members who fail to abide by the guidelines may be subject to disciplinary action.

In addition, the District:

1. Prohibits the use of corporal punishment;
 2. Prohibits sexual harassment of students or staff members (This includes any action of conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, personal data assistant, or other telecommunication device, including text messaging, instant messaging and social networking.);
 3. Prohibits the illegal transfer of alcohol or illegal substances to students or staff;
 4. Prohibits the use, possession, or being under the influence of alcohol or illegal substances while on the job; and
 5. Prohibits employees, volunteers, and visitors from carrying or possessing on school property, in a school-related vehicle, or at District-related or school-related functions any weapon including, but not limited to, a pocket or sheath knife (with a blade over two inches long), blackjack, metal pipe or pole, firearm, or any other type of weapon, device, or object, which may be used to inflict bodily injury or death. A firearm is generally defined as a gun or destructive device and will be construed in accordance with Federal and State law (starter pistols which may chamber a live round capable of injuring a person are included in the definition of a firearm). No vehicles parked on District or school property may contain weapons of any type unless the person is specifically authorized to carry a concealed weapon and such remains inside an attended or locked vehicle and is properly secured pursuant to the applicable state and/or federal law.
1. Violators will incur appropriate sanctions and may face penalties under the law.

Classroom instruction and student activities, including instructional materials and displays, must be designed and implemented consistent with District goals, curriculum, and policies. Therefore, in the course of their employment, staff members must not participate in uncontrolled expression inconsistent with District goals, curriculum, and policies.

Certain "inappropriate conduct of a sexual nature" that District employees direct towards students may also be criminal conduct as defined by State law, including S.C. Code Section 16-3-755. However, the District will take appropriate action against any employee who engages in inappropriate conduct of a sexual nature, as defined in District policies, regardless of whether the conduct rises to the level of a crime.

In their association with students, employees are to exhibit an appropriate and professional demeanor through their manner, dress, courteousness, industry, and attitude in order to establish themselves as role models for young people. The District expects the staff to be exemplary models, as well as providing exemplary instruction and modeling the prevailing mores of the community. The use of profanity is in direct conflict with this concept and will not be condoned. Staff members are not to engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities in the District.

1. No employee of the District will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the District.

2. An employee will not engage in work of any type where information concerning a customer, client, or employer originates from any information available to him/her through District sources.
3. A professional employee will not sell instructional supplies, equipment, or reference books in the District nor will the employee furnish the names of students or parents to anyone selling these materials.
4. Any intellectual property prepared by an employee within the scope of his/her employment is the sole property of the District. An employee violating this policy will be subject to disciplinary action, up to and including a recommendation for termination of his/her employment relationship with the District.

The personal life of an employee, including the employee's personal use of non-District issued electronic equipment outside of working hours (such as through social networking sites and personal portrayal on the Internet), will be the concern of and warrant the attention of the District if it impairs the employee's ability to effectively perform his/her job responsibilities or if it violates local, State, or federal law or contractual agreements. Unprofessional conduct may subject the employee to disciplinary actions consistent with State law, federal law, and/or District policy.

Staff members are expected to adhere to reasonable time schedules as established by the District or their supervisors.

Arrest of an employee

The Board delegates specific authority to the Superintendent to take appropriate employment action with regard to an employee who has been arrested, consistent with State law. An employee must notify his or her supervisor immediately if he or she is arrested.

Confidentiality

As part of employees' duties and responsibilities, it may be necessary for them to maintain, process, handle, review, and/or be privy to student information, personnel information, and other information which is considered private and confidential. Unless mandated for legal reasons, private and confidential information is not to be discussed with any person other than District personnel with a work-related need to know. Unauthorized discussion, disclosure, and/or dissemination of confidential information could result in disciplinary action up to and including a recommendation for termination of employment.

Internal mail system

The District's internal mail system may be used only for the distribution of materials for conducting District business. Therefore, materials sent through the internal mail system are considered to be District property.

Electronic communications

Electronic messaging systems are important tools which enhance communication and increase productivity when properly used. The District has established this policy with regard to the acceptable use of District-provided electronic messaging systems including, but not limited to, email and instant messaging. This policy applies to any and all electronic messages composed, sent, or received by any employee or by any person using District-provided electronic messaging resources. The District will not restrict the speech of an employee on matters of public concern on the basis of a disagreement with the opinions the employee is expressing as long as the speech does not violate District policy or applicable law or regulations.

1. The District provides electronic messaging resources to assist in conducting District business, and it is the District's intention that these resources constitute a non-public, limited forum. District office personnel and school-level administrators are authorized to send the same message to multiple addresses throughout the District by way of distribution lists or by other means in order to conduct District business with staff members. However, unless an exception is granted in writing by the principal, other school-level employees are authorized to use such methods only for communicating with staff members at the same location with copies sent, as appropriate, to the District-level staff member(s) with a need to be informed about the content of the message. Communication about professional matters by such school-level employees should be by use of a ListServ or through an electronic forum – a system which will be implemented by the District. If a staff member at a school would like to send the same message to multiple addresses throughout the District by way of distribution lists or other means, he/she should submit his/her request to his/her principal, along with a description of the type(s) of messages that will be sent and the groups of employees to whom the messages will be sent. The principal, after consulting with the Chief Accountability Officer about the intent of this policy, will grant or deny permission for such use. However, few requests are to be granted since the use of the ListServes and the electronic forum will reduce high traffic uses that would take away bandwidth resources from activities necessary to District operations. The decision of the district office administrator shall be final, and the decision may not be the subject of a grievance. The District hosts ListServes for use within its intranet system. Such ListServes may only be established by a ListServ manager in the District's Technology Department if recommended by a principal or an appropriate District-level department head. If disputes arise concerning a particular ListServ or its messages, the Chief Accountability Officer shall resolve the matter. His/her decision shall be final, and his/her decision may not be the subject of a grievance. The District provides an electronic forum that enables employees to share information on matters of professional importance. Policies and conditions of use of the forum are made available to employees. Employees posting their views on the forum may do so only with the understanding that their views do not necessarily represent the views of the District and that they are solely responsible for the views they post, which must conform to District policy. Use of the forum is limited to District employees and

members of the Horry County Board of Education. The forum may not be used to make personal attacks on anyone. The Superintendent or his/her designee reserves the right to remove a topic/thread from the forum if it violates District policy or applicable law or regulations. The decision to remove a topic shall be final, and the decision may not be the subject of a grievance.

2. The District prohibits discrimination based on race, sex, color, religion, religious or political beliefs, national origin, age, disability, sexual orientation, immigrant status, English-speaking status, marital status, or any other characteristic protected by applicable federal or S.C. law.
3. Use of electronic messaging resources to discriminate based on any or all of the aforementioned characteristics is prohibited.
4. The electronic messaging system is District property. Therefore, all messages composed and/or sent using District-provided electronic messaging resources must comply with District policies.
5. The District will deny access to electronic messaging resources, including, but not limited to, the ability to download, forward, print, or retrieve any message stored in the system, regardless of sender or recipient when an employee's employment with the District is terminated or during the period of time that an employee is either suspended from employment or placed on administrative leave.
6. An employee assigned an email address is to use that email address while conducting District business via email. Employees are to safeguard their passwords by not sharing their passwords with anyone and by not hiding or posting their passwords in a place accessible to anyone. However, when absolutely necessary during their absence, employees may give proxy access to an appropriate, responsible District employee.
7. Accessing external email systems from District-provided equipment is prohibited except for compelling reasons and unless authorized for a limited time by the Technology Department. This includes, but is not limited to, Yahoo! Mail, Mail, MSN Hotmail, AOL, Earthlink, and other email services offered by Internet service providers.
8. Employees are prohibited from automatically forwarding electronic messages sent through District-provided systems to external messaging systems.
9. The District has the right to monitor electronic communications to enforce its rule that messages will not be illegal, libelous, profane, obscene, vulgar, harassing, insulting, disruptive, pornographic, defamatory, racially offensive, abusive, sexually oriented, present a danger to the health and safety of others, etc. Therefore, the District reserves the right to intercept, monitor, review and/or disclose any and all messages composed, sent or received. The interception, monitoring and reviewing of messages may be performed with the assistance of content filtering software or by designated District employees and/or designated external entities. Employees designated to

review messages may include, but are not limited to, an employee's supervisor or manager and/or others deemed by the District to need access.

10. The District reserves the right to alter, modify, re-route, or block the delivery of messages as appropriate. This includes but is not limited to:
 - a. Rejecting, quarantining or removing the attachments and/or malicious code from messages that may pose a threat to District resources;
 - b. Discarding attachments, such as music, considered to be of little business value and of significant resource cost;
 - c. Rejecting or quarantining messages with content suspected of violating District policy or law;
 - d. Rejecting or quarantining messages containing offensive language;
 - e. Re-routing messages with content suspected of violating District policy or law to designated company employees for manual review;
 - f. Rejecting or quarantining messages determined to be unsolicited email (spam);
 - g. Appending legal disclaimers to messages.
11. Employees are not permitted to use email and the Internet in a way or at a time that results in the neglect of assigned duties.
12. District-provided electronic messaging resources may not be used for the promotion of any particular political candidate(s), political party, or partisan political endeavor of any kind. Also, the resources may not be used for the purpose of religious proselytizing or for the promotion of any particular religious faith(s) or religious practice(s). The restrictions are not meant to constrain users from expressing professional educational viewpoints that might have related political and religious underpinnings and overtones.
13. The District may permit the use of instant messaging programs on a case-by-case basis. The policies in this document apply equally to instant messages as well as email. Employees authorized to use instant messaging programs will be advised specifically on which instant message programs are permissible and which ones are not. Employees authorized to use instant messaging programs will be assigned a unique instant messaging identifier, also known as a buddy name, handle, or nickname.
14. The unique email addresses and/or instant messaging identifiers assigned to an employee are the property of the District. Employees may use these identifiers only while employed by the District. The right to use these identifiers terminates upon separation from the District.
15. The District uses sophisticated anti-virus software. Employees are prohibited from disabling anti-virus software running on District-provided computer equipment.

16. Any employee who discovers a violation of these policies must immediately notify the Executive Director of Technology. Suspected illegal activities will be reported to law enforcement authorities.
17. The District employs certain practices and procedures in order to maintain the functionality and efficiency of electronic messaging resources, to achieve District objectives, and/or to meet various regulations. These practices and procedures are subject to change by the District as appropriate or required under the circumstances.
18. The District may serialize, archive, and retain copies of all internal and external email messages for a period consistent with its records retention schedule.
19. While electronic messaging resources allow employees to conduct District business efficiently, use of email and instant messaging systems comes with some inherent risks. All employees should be aware of these risks and take precautions to mitigate them.
 - a. Messages sent electronically can be intercepted inside or outside the District and as such caution and judgment should be used when disclosing proprietary or confidential information through email or instant messages.
 - b. In some cases, electronic messages may not be unconditionally and unequivocally deleted. The remote possibility of discovery always exists. Use caution and judgment in determining whether a message should be delivered electronically instead of in person.
 - c. Electronic messages may be subject to disclosure to the public under the S.C. Freedom of Information Act and legally discoverable and permissible as evidence in a court of law.
 - d. Electronic messages are frequently inadequate in conveying mood and context. Carefully consider how the recipient might interpret a message before composing or sending it.
 - e. Even though the District uses anti-virus software, some virus-infected messages can enter the District's messaging systems. Viruses, "worms," and other malicious code can spread quickly if appropriate precautions are not taken:
 - (1) Be suspicious of messages sent by people not known by you;
 - (2) Do not open attachments unless they were anticipated by you;
 - (3) Disable features in electronic messaging programs that automatically preview messages before opening them.
 - f. Do not forward a chain message, a pyramid message, a spoofed-identity message, or spam mail. Simply delete them.
 - g. The District considers unsolicited email or spam a nuisance and potential security threat. Use caution if you remove yourself from future delivery of a message that you determine is spam. "Remove Me" links often are used by unscrupulous mass junk emailers as a means to verify that you exist. Attempting to remove yourself may increase the amount of spam you receive.
 - h. Internet message boards are a fertile source from which mass junk emailers harvest email addresses and email domains. Avoid using District-provided email addresses when posting to external message boards.

20. An employee in violation of this policy is subject to disciplinary action up to and including termination of employment.

Cell Phones and Other Electronic Devices

While driving a vehicle in the course of employment with the District, personnel are not to use cell phones, and/or other electronic devices under any circumstances where such use might create or appear to create a hazard to themselves, other persons, personal property, and/or real property. Such devices are to be used only when safety is not compromised and in accordance with federal and state laws and regulations. Devices with camera and/or video capability are never to be used in any area associated in any way whatsoever with the District, its programs, or activities in which an individual has a reasonable expectation for privacy including, but not limited to, restrooms, locker rooms, and showers.

Employees are not to interfere with the instructional program, a school activity, or a work-related meeting; and employees are not to inappropriately message or record through the use of a cell phone, a device with camera and/or video capability, a paging device, or any other electronic device.

Personally owned devices are to be turned off during the foregoing programs and activities (except athletic competitions). Principals and District-level department heads may make such exceptions to this requirement as are necessary for the efficient administration of the schools and the health and safety of students and staff members. Violations will result in disciplinary action such as, but not limited to, revocation of the right to use such devices at work.

Computer Crime Act

Section 16-16-20 of the Code of Laws of S.C. states that:

1. It is unlawful for a person to willfully, knowingly, maliciously, and without authorization or for an unauthorized purpose to:
 - a. directly or indirectly access or cause to be accessed a computer, computer system, or computer network for the purpose of:
 - i. devising or executing a scheme or artifice to defraud;
 - ii. obtaining money, property, or service, by means of false or fraudulent pretenses, representations, promises; or
 - iii. committing any other crime.
 - b. alter, damage, destroy, or modify a computer, computer system, computer network, computer software, computer program, or data contained in that computer, computer system, computer program, or computer network or introduce a computer contaminant into that computer, computer system, computer program, or computer network. (7/2/2002)

State Ethics Law

Employees are under the jurisdiction of the S.C. Ethics Act, as amended, and are subject to the rules of conduct of the statute. Such rules include the following:

A public employee:

1. May not use his/her position or office for personal financial gain (§ 8-13-700);
2. Must report the receipt of anything of value worth \$25 or more under certain circumstances (§ 8-13-710);
3. May not receive compensation to influence action (§ 8-13-705);
4. May not receive additional money as payment for advice or assistance given in the course of their employment (§ 8-13-720);
5. May not receive anything of value for speaking before a public or private group if the employee is acting in an official capacity (§ 8-13-715);
6. May not use government personnel, equipment, materials, or office buildings in an election campaign (§ 8-13-765);
7. May not use or disclose confidential information gained in the course of employment (§ 8-13-725);
8. May not serve as a member or employee of a governmental regulatory commission that regulates any business with which the employee is associated (§ 8-13-730);
9. May not represent another person before a governmental entity (§ 8-13-740);
10. May not have an economic interest in a contract if the employee is authorized to perform an official function relating to the contract (§ 8-13-775);
11. May not use or disclose confidential information in any way that would affect his/her economic interest (§ 8-13-725);
12. May not cause the employment, appointment, promotion, transfer, or advancement of a family member to a position which the employee supervises or manages (§ 8-13-750);
13. May not participate in an action relating to the discipline of the employee's family member (§ 8-13-750).

However, public facilities may be utilized for political meetings or campaign-related activities if they are rented or made available on similar terms to all candidates or committees.

In cases where an employee is required to take action or make a decision which affects himself/herself or other individuals, the employee will take such steps as the Ethics Commission will prescribe to remove him/herself from the potential conflict of interest (§ 8-13-700).

The Superintendent must file an annual statement of economic interest with the State Ethics Commission (S.C. Code § 8-13-1110).

Nepotism

The District will not offer a recommendation for the appointment or transfer of any person to a position that would require the person to supervise and/or evaluate a family member or be supervised and/or evaluated by a family member.

Those individuals serving in such positions as of April 22, 1996, may retain their positions provided the Superintendent concludes that the continued assignments are in the best interest of the District. The Superintendent may reassign any persons affected by this policy if he/she considers such reassignment to be in the best interest of the District.

The District will not make a recommendation for the appointment of a family member of the Superintendent for a position in the District office, for a position as a principal or assistant principal, or for any other position which is directly supervised and/or directly evaluated by the Superintendent.

The S.C. Code § 59-25-10 provides that no board member's immediate family member (parents, children, brothers, or sisters only) may be employed without the written consent of the board of trustees.

Reporting child abuse or neglect

The schools of this district will cooperate vigorously to expose the problems of child abuse and neglect. Any principal, assistant principal, school teacher, nurse, school attendance officer, social worker or counselor who has received information in his/her professional capacity which gives him/her reason to believe that the physical or mental health or welfare of a child under the age of 18 has been or may be adversely affected by abuse (including physical or mental injury or sexual abuse) or neglect must report such a situation, as provided in S.C. Code Ann. Section 63-7-310.

As mandated reporters, the principal, assistant principal, teacher, nurse, school attendance officer, social worker or counselor must make the report to the county department of social services or a law enforcement agency in the county where the child resides. Other school employees who have reason to believe that a child under the age of 18 has been subjected to, or who may be subjected to abuse or neglect, should also report or cause a report to be made as stated above.

The state of South Carolina provides both civil and criminal immunity to those reporting suspected child abuse or neglect in good faith. Anyone required to report who knowingly fails to do so may be found guilty of a misdemeanor in a court of law.

Reporting procedures

School personnel who suspect child abuse or neglect should make a report in good faith. It is not the responsibility of school personnel to prove that the child has been abused or neglected, or to make a determination of whether the child is in need of protection. Any involvement of school personnel in investigation or treatment should be in conjunction with the local child protection unit of the department of social services. The department of social services must keep the name of the reporter confidential, except as otherwise required by law.

The teacher or other school employee suspecting the abuse must make an oral report by telephoning, or otherwise, which includes the following information to law enforcement or the department of social services.

- Name, address, and age of student
- Name and address of parent or caretaker
- Nature and extent of injuries or description of neglect
- Any other information that might help to establish the cause of the injuries or condition

The person making the report should notify the principal of the school that he/she made an oral or written report of a case of suspected child abuse or neglect in order to provide for appropriate communication and follow-up by the school administration during any investigation.

School employees who make child abuse or neglect reports must maintain the confidentiality of the information contained in the report. Employees will release this information only to the department of social services or, in the alternative, the county law enforcement agency.

As provided in S.C. Code Ann. Section 63-7-380, a person required to report suspected child abuse or neglect, may take, or cause to be taken, color photographs of the areas of trauma visible on a child who is the subject of the report. In the alternative, the reporter should bring the condition to the attention of the person to whom the report is made.

Copyright law

The copyright law of the United States governs the making of photocopies or other reproductions of copyrighted material under certain conditions. Any person using this equipment to make copies in excess of "fair use" under copyright law is solely responsible for any copyright infringement liability.

Legal Matters

Each employee is responsible for immediately notifying his/her principal or District-level department head of legal matters, which affect or may affect the District. A principal/District-level department head receiving the above information is responsible for communicating the information to the appropriate Chief Officer, who shall forward it to the Superintendent or the Staff Attorney.

Testing Programs

The District endorses the use of standardized tests as one measure of the success and quality of the educational program. In the case of individual students, such tests used in combination with other types of measurement can provide an indication of a student's achievement. The Office of Assessment coordinates the testing program for students at various grade levels. See the *Parent Student Handbook, 2018-2019* for more information.

Tests and Examinations in Elementary, Middle and High Schools

All teacher-made tests given at any time during the school year should be diagnostic – that is, the test should be given to evaluate what a student has learned so the teacher may plan instruction according to the needs the student exhibits on the tests. Tests should be given when needed throughout the school year. There will be no recording of test grades on report cards and no final examinations as such at elementary and middle school levels; however, final examinations will be given in middle-school classes for which high-school credit may be granted.

Test Security

All mandatory tests administered to students by or through the District and provided by the District, the S.C. Department of Education ("SCDE"), or any other source, shall be administered in accordance with S.C. law, S.C. regulations, and the policies, guidelines, or requirements of the District or other source. Violation of any law, policy, regulation, guidelines, or requirements will subject the individual to discipline and may lead to criminal proceedings resulting in fines and/or imprisonment, termination of employment with the District, and/or suspension or revocation of an educator's professional certificate.

1. Each school year, the Superintendent shall designate one individual in the District who shall be solely responsible for procuring commercial tests used in testing programs administered by or through the SCDE. The name of the individual so designated shall be provided to the SCDE in writing on an annual basis.
2. Staff members must provide for the security of the materials during testing and the storage of secure tests and test materials, before, during, and after testing. Before and after testing, all materials must be stored at a location or locations in the District under lock and key. Throughout the time that testing materials are under the control

of the District, tests must be secured under lock and key when not in use for approved test administration activities.

3. Individuals must adhere to the procedures specified in operating manuals governing the testing programs.
4. Each of the following is considered a breach of professional ethics which may jeopardize the validity of the inferences made on the basis of test data, and as such, is viewed as a security violation which could result in criminal prosecution, disciplinary action by the SCDE which may affect an educator's professional certificate (including suspension or revocation of his/her certificate), and/or disciplinary action by the District, up to and including termination of employment:
 - a. failing to administer tests on the test dates specified by the District and/or the SCDE
 - b. failing to maintain an appropriate testing environment free from undue distractions
 - c. failing to proctor the test to ensure that examinees are engaged in appropriate testing-taking activities
 - d. providing examinees with access to test questions or specific test content prior to testing
 - e. make answers or answer keys available to examinees
 - f. keeping, copying, reproducing, or using in any manner inconsistent with the instructions provided by or through the district and/or the SCDE any test, test question, or specific test content
 - g. keeping, copying, reproducing, or using in any manner inconsistent with test security regulations or the instruction provided by or through the District, the SCDE, any other sources, all or any portion of any secure test booklet or examinee responses to any item, items, or any section of a secure test
 - h. coaching examinees, altering examinee responses, or interfering with examinee responses in any way prior to, during, or after testing (this includes hinting to examinees about the correctness or incorrectness of their responses)
 - i. failing to follow security regulations or instructions specified in the test manuals for distribution, storage, or return of secure test materials as directed or failing to account for all secure test materials before, during, or after testing
 - j. failing to follow directions pertaining to the administration of a test as specified in the test manuals for that test. This section includes failure to clear the memory of calculators used on a test as directed in the test manual
 - k. allowing, participating in, assisting in, or encouraging any unauthorized access to test materials prior to, during, or after testing
 - l. disclosing the contents of any portion of secure materials or discussing the content of secure tests with examinees, teachers, or other educators before, during, or after testing
 - m. leaving in view of examinees during test administration any materials that are content or conceptually related to the subject area(s) being assessed
 - n. providing references or tools other than those specifically allowed in test manuals and/or providing reference or tools during test administration at times other than those specifically allowed in test manuals
 - o. not providing appropriately agreed-upon accommodations (to include customized test forms and modifications) as appropriate for students with individualized education programs ("IEPs") or Section 504 plans (this includes providing more

- accommodations, e.g., customization and/or modifications, than appropriately agreed upon)
- p. excluding examinees or exempting from assessment students who should be assessed
 - q. failing to return materials for all examinees
 - r. engaging in inappropriate test preparation practices that invalidate the test scores
 - s. revealing test scores or test performance to anyone not involved in the education of the examinee
 - t. altering test scores in electronic records or files
 - u. participating in, directing, aiding, counseling, assisting in, or encouraging a violation of any of the acts in this section
 - v. failing to report a security breach, including but not limited to, any of the acts prohibited in this section
5. The District and the SCDE have the right and responsibility to observe and to record test administration and scoring activities with or without prior notice. In rare circumstances, the recording may be used by the SCDE to invalidate a student's score. Since test materials are secure, the SCDE has issued a directive that neither the schools nor the District may share a recording with anyone other than appropriate staff members of the SCDE. Examinees should be made aware that monitoring and/or recording might occur.
 6. Any suspected violation of security must be reported to the District's Office of Accountability Services, who may in turn report the suspected violation to the SCDE and the S.C. Law Enforcement Division which is required by S.C. law to investigate allegations of violations of mandatory test security.

Harassment, Intimidation, or Bullying

Pursuant to the S.C. Safe School Climate Act, "harassment, intimidation, or bullying" means a gesture, an electronic communication, or a written, verbal, physical, or sexual act that is reasonably perceived to have the effect of (1) harming a student physically or emotionally or damaging a student's property, or placing a student in reasonable fear of personal harm or property damage or (2) insulting or demeaning a student or group of students causing substantial disruption in, or substantial interference with, the orderly operation of the school. In this context, "school" means in a classroom, on school premises, on a school bus or other school-related vehicle, at an official school bus stop, at a school-sponsored activity or event whether or not it is held on school premises, or at another program or function where the school is responsible for the child. Staff members may not engage in:

- Harassment, intimidation or bullying,
- Reprisal or retaliation against a person who reports an act of harassment, intimidation, or bullying, or
- Reprisal, retaliation, or false accusation against a victim, witness, or one with reliable information about an act of harassment, intimidation, or bullying.

An employee or volunteer who witnesses, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall report the incident to the principal or the designated school contact person of the school that the victim attends or to the Executive

Director for Student Affairs. Reports may be anonymous; however, formal disciplinary action must not be taken solely on the basis of an anonymous report. The principal or the Executive Director for Student Affairs who receives the report is responsible for seeing that an investigation is promptly conducted and the incident appropriately resolved consistent with any other District policies or regulations that may apply.

Employees and volunteers who commit acts of harassment, intimidation, or bullying or who engage in reprisal or retaliation shall be subject to disciplinary action, up to and including:

- in the case of staff members, dismissal from employment with the District and
- in the case of volunteers, dismissal from the volunteer program and/or denial of consideration for future employment with the District.

Information concerning harassment, intimidation, or bullying will be publicized through the District's Parent-Student Handbook. In addition, principals shall provide for the discussion of the District's harassment, intimidation, or bullying policy with students.

Drug-free and Alcohol-free Schools

The District is committed to providing a drug-free and alcohol-free learning environment and workplace. Drug and alcohol use at school or in connection with school-sponsored activities on or off school grounds threatens the health and safety of our students and our employees and adversely affects the educational mission of the schools. The District is taking steps to address the problem of substance use that negatively affects every workplace. The District is concerned with the health and well-being of all employees. Behaviors related to substance use can endanger all employees, not just the substance users.

No employee will unlawfully manufacture, distribute, dispense, possess, be under the influence of, or use any drug or alcohol on or in the workplace, at school or at a school-sponsored activity. Any employee who violates the terms of this policy may be subject to disciplinary action, up to and including termination.

"Workplace" includes any school building; any school premises; any school-owned vehicle, any county-owned vehicle, or any other school-approved vehicle used to transport students to and from school, school activities, or work sites. It also includes off-school property during any school-sponsored or school-approved activity, event, or function such as a field trip or athletic event where students are under the jurisdiction of the District.

"Drug" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, benzodiazepine, cocaine, marijuana, methadone, opiate, systemic opiate and narcotic, or any other controlled substance as defined by the policy.

The District holds all employees accountable in terms of substance use but also supports referrals for employees who have substance abuse problems. If an employee has a substance abuse problem and does not come forward and the employee then tests positive for drug or alcohol use, he/she is in violation of the policy, and the District reserves the right to terminate

employment for violation of this work rule. Employees whose jobs are subject to special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this policy are described within this document.

The District recognizes drug dependency as a major health problem. It also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use services provided by the following, as appropriate: Commission on Alcohol and Drug Abuse, the Employee Intervention Program (Department of Vocational Rehabilitation), and the State group health insurance plan.

Establishment of Ongoing Drug Awareness Program

The District will maintain an ongoing drug-free awareness program to inform employees about the following:

1. The dangers of drug abuse in the workplace;
2. The District's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace or off the property of the District while conducting District business.

Tobacco-free schools

The use of tobacco products is prohibited by Horry County Schools on its property and at the events, programs, and activities sponsored by the District, its departments, or its schools. In the event of a violation, appropriate action will be taken.

The use of tobacco products in any District building may result in a civil penalty of up to \$1,000 for each violation. Each day that a violation continues constitutes a separate violation. Those persons who cause a fine to be levied on the District will be required to reimburse the District, and employees may be subject to disciplinary action.

STANDARDS OF CONDUCT FOR SOUTH CAROLINA EDUCATORS

Pursuant to State Board of Regulation 43-58, the State Board of Education has the legal authority to deny, revoke, or suspend a certificate, or issue a public reprimand, for the following causes:

- incompetence,
- willful neglect of duty,
- willful violation of the rules and regulation of the State Board of Education,
- unprofessional conduct,
- drunkenness,
- cruelty,
- crime against the law of this state or the United States,
- immorality,
- any conduct involving moral turpitude,
- dishonesty,
- evident unfitness for the position for which one is employed,
- sale or possession of narcotics,
- obtaining or attempting to obtain a certificate by fraudulent means or through misrepresentation of material facts,
- failure to comply with the provisions of a contract without the written consent of the local school board,
- test security violation,
- failure to comply with a court order for child support, and
- failure for a second time to complete successfully the formal evaluation process as an annual contract teacher.

The State Board of Education may impose any one of the following disciplinary actions on an educator certificate:

- permanent revocation;
- revocation with the right to reapply after three years,
- suspension for a specified period of time;
- suspension for a specified period of time, upon satisfaction of certain conditions such as drug or alcohol testing, counseling, or treatment; psychiatric testing, counseling, or treatment; or other conditions appropriate to the facts of the case,
- public reprimand.

The process for taking disciplinary action on an educator certificate:

1. The Department of Education may learn of possible grounds for disciplinary action on an educator certificate from a school district superintendent pursuant to State Board of Education Regulation

43-58.1, other states, the media, and individual complaints.

2. Once the Department of Education learns of conduct that may constitute just cause for disciplinary action, the Department will notify the educator of pending disciplinary action and of the educator's right to a hearing. The educator has fifteen days from the receipt of the notice to make a written request for a hearing.
3. If the educator fails to request a hearing within this time frame, he or she will waive the right to a hearing and the State Board may impose disciplinary action based on the information presented by the Department.
4. If the educator requests a hearing, a hearing will be conducted before the Board or a hearing officer, pursuant to State Board of Education Rule BCAF, Procedures for Educator Certification Hearings.

South Carolina educators have had disciplinary action taken on their certificates for

- pursuing a personal, inappropriate relationship with a student;
- touching a student inappropriately;
- engaging in a physical altercation with a student;
- supplying alcohol or drugs to a student;
- using a school computer to view or download pornography;
- sending or receiving prurient e-mails;
- violating test security;
- violating state or federal laws involving drugs or alcohol or other illegal behavior;
- embezzling public funds;
- committing breach of trust; and
- breaching a teaching contract.

Applicants for certification in South Carolina have had their applications for certification denied because they have serious criminal records and, in some cases, failed to fully disclose their criminal records.

Notice of the denial, suspension or revocation of an educator's certificate is sent to all districts in South Carolina and to the National Association of State Directors of Teacher Education and Certification (NASDTEC) Clearinghouse. Notice of a public reprimand is sent only to the school districts.

Administrative Leave

Definition

Administrative leave is a general term for temporary removal from a job assignment. The district may place an employee on administrative leave when allegations of misconduct have been made against them. The district may remove the employee from the situation while investigating the allegations. When the allegations are inflammatory or become public knowledge, administrative leave can also be beneficial for the employee. An employee on administrative leave may continue to receive pay and benefits during the leave.

The district may also place an employee on administrative leave pending the resolution of a criminal case, even when the case is not directly school related, such as a DUI charge.

Placing an employee on administrative leave for investigative purposes is not a disciplinary action.

Procedures

1. When an administrator becomes aware of allegations of misconduct of an employee under his/her supervision, the administrator will contact the Chief Human Resources Officer to discuss the concerns.
2. Once the concerns are reviewed, a recommendation will be made as to whether the employee will need to be placed on administrative leave.
3. Only the Chief Human Resources Officer or the Superintendent can place an employee on administrative leave.
4. Employees placed on administrative leave will be notified of their status and conditions of the administrative leave in writing.
5. Once placed on administrative leave, the employee will remain accessible during normal work hours.
6. The employee will remain on administrative leave until the investigation is complete. The employee will be notified of a change in his/her work status in writing.

Separation of Professional Personnel

It is the policy of the Board to terminate the employment of staff members only for good cause and by a fair and just process.

Grounds for Dismissal

It is the responsibility of the school administration to operate District schools in a manner that will maintain a broad community confidence in and support of the schools. In the absence of such support, the District cannot maintain a strong, effective educational program. Therefore, it is the policy of the Superintendent to recommend to the Board the removal from employment of any teacher (or administrator) who shall fail, or who may be incompetent, to give instruction (or provide appropriate administration of a school or a program) in accordance with the directions of the Superintendent, or who shall otherwise manifest an evident unfitness for teaching (or administration) as determined by the Superintendent. Evident unfitness for teaching or administration is manifested by conduct including, but not limited to, the following: persistent neglect of duty; willful violation of the policies, rules, regulations, or procedures of the District; drunkenness, conviction of a violation of the law of S.C. or the United States; gross immorality; dishonesty; and/or the illegal use, sale, or possession of drugs or narcotics. In addition, following the end of the second month from the date of employment, the District may suspend a staff member without pay until evidence of his/her certification has been received by the District. However, if the employee's certificate is not received within 20 working days, the employment relationship may be terminated. Any action taken under this policy will be implemented pursuant to the provisions of the Code of Laws of S.C., 1976, as amended.

Reporting Terminations and Resignations

The Superintendent will report to the S.C. Board of Education and the S.C. Superintendent of Education, the name and certificate number of any certified educator who is dismissed, resigns, or is otherwise separated from employment with the District based on allegations of misconduct including, but not limited to, misconduct involving drugs, sexual misconduct, the commission of a crime, immorality, moral turpitude, or dishonesty, that is reasonably believed by the Superintendent to constitute grounds for revocation or suspension of the certificate issued to the educator by the S.C. Board of Education. This report is required notwithstanding any termination agreement to the contrary that the Board or Superintendent may enter into with the educator. The reasons for the educator's termination of employment with the District shall also be provided along with all evidence in the possession of the district relating to the termination.

Work Environment and Procedures

Fair Labor Standards Act Compliance

The District is subject to, and complies with, the provisions of the Fair Labor Standards Act ("FLSA"). This Act includes provisions applicable to minimum wage and overtime pay for non-exempt employees. For purposes of compliance with the FLSA the employee workweek shall be from 12:01 a.m. Saturday to 12 midnight Friday.

Nonexempt employees are employees such as bus drivers, cafeteria workers, custodial workers, daycare teachers and workers, licensed practical nurses, maintenance workers, secretarial support workers, and security personnel.

The District recognizes that while its goal is not to have any employee work overtime, it may occasionally be necessary for nonexempt persons to work more than 40 hours during a given workweek. Those nonexempt employees at work more than 40 hours in a workweek will be paid time and a half (in money or in compensatory time off) for each hour worked above 40 hours in a given workweek. No overtime, as defined by the FLSA, will be suffered or permitted without prior authorization, in writing, from the principal or district office division head, which is responsible for making sure that the employee is appropriately paid and/or given appropriate compensatory time off.

In accordance with FLSA, non-exempt (classified/hourly) employees are required to report on their timesheets the exact hour and minute that work starts and ends at any point during the workday. Failure to maintain such records, or falsification of such records, may be grounds for disciplinary action. The administration will maintain records and establish procedures which are consistent with District policy and the requirements of the FLSA.

More detailed information is located in the personnel section of the District's policy manual.

Time Schedules – Teachers

The daily time schedules for teachers and other school-based staff members shall assure that appropriate personnel are on duty in advance of the time students arrive at school and remain until after the students depart. Teachers and other employees are expected to remain at the school during the entire workday except when they are away from the school on school business or in case of emergencies.

Dress Guidelines

As representatives of the District, we believe first impressions are significant in our relationships with customers. Therefore, good grooming and appropriate dress are important in conveying the importance of our business. All employees are to maintain high standards of personal appearance and hygiene and present a neat, businesslike appearance at all times during working hours. The following guidelines have been developed, and only rare exceptions will be made.

General Guidelines

- There is professional and appropriate attire for every position. Everyone is expected to be clean and neatly groomed and dressed. Appropriate attire for men includes suits, sports coat with or without ties, shirts with collars. Men's shirts should be tucked in at all times. While wearing a tie at all times is not required, there are occasions when a coat and tie would be appropriate.
- Clothing should be neat and clean. Faded or wrinkled clothing does not reflect a professional, business-like appearance.
- All personnel should wear appropriate undergarments at all times.
- When in doubt about a garment, decide if you would wear it in a business setting. However, if your work for a particular day includes primarily manual labor, dress accordingly.
- Physical education teachers may wear athletic clothing when instructing physical education classes.
- School cafeteria employees should dress in uniforms and skid-resistant, closed-toe shoes.
- School nurses will wear white lab coats or vests over their professional clothes.
- Occupational and physical therapists may wear uniforms as appropriate.
- Maintenance and custodial staff guidelines have been determined by their supervisor.
- Principals may occasionally make exceptions to wearing jeans, athletic footwear, sweatshirts, and/or T-shirt for special circumstances such as field trips to Playcard or similar outdoor trips, teacher workdays, and special school events. Staff development days, Fridays and summer work hours are not exceptions and do not constitute a "special occasion". All exceptions must receive prior approval from the principal or District-level supervisor.

Unacceptable Attire

Attire considered unacceptable includes:

- Athletic footwear (clean, solid color, walking-type shoes are acceptable; running shoes are not acceptable)
- Flip flops
- Shorts of any kind (except for those who work outdoors in hot weather)
- Jeans of any color

- Sweatshirts
- T-shirts
- Wind pants or sweat pants
- Bib overalls
- Leggings
- Immodest clothing (such as spandex, spaghetti straps, midriff tops, excessively short skirts, revealing garments such as low-cut tops, pants worn too low on hips, tops or dresses with thin straps, clothing that reveals underwear, split skirts or dresses with splits more than 2" above the knee)
- Facial piercing such as nose, eyebrow, lip, cheek, or tongue
- Visible tattoos

Revised August 2013

Dress Code Questions

- **What will we do if one of our teachers shows up with a visible tattoo?**
As with all guidelines and policies for employees, staff are expected to adhere to Horry County Schools dress guidelines. Visible tattoos should be addressed.
- **How do we advise staff to cover tattoos?**
Professional work attire will cover many cases of visible tattoos. In the event that an employee has a tattoo in an area that is difficult to cover with clothing, there are cosmetic products available that provide coverage.
- **Do women with a small ankle tattoo need to cover it?**
Yes.
- **Flip flops? Rainbows? Crocs? What are the expectations for flip flops?**
Flip flops, Rainbows and some Crocs are not appropriate as work attire, and could pose a safety risk.
- **Midriff should never be exposed (while writing on board, etc.).**
This is a correct statement.
- **What length do we consider shorts? How do we define shorts? Teachers wear these new city shorts that go to the knees- are these considered shorts?**
Above the knee is considered shorts.
- **Are volunteers and substitutes held accountable for dress code too?**
Individuals receiving compensation should be held accountable for dress guidelines. Volunteers should be expected to wear appropriate dress.
- **What about bus drivers and mid-day custodians?**
Maintenance and custodial staff guidelines have been determined by their supervisor.
- **Tights with no feet or leggings!**

Tights and leggings are considered leg wear and not pants.

- **Uniforms/Scrubs (ABA & Preschool with Disabilities- feeding students)**
Occupational therapists, physical therapists, and ABA therapists may wear uniforms as appropriate.

Photo Identification Badge Guidelines: Employees, Non-employees, and Visitors

1. Rationale

Horry County Schools (HCS) desires to make school facilities within our system safe and secure for all employees, students, and visitors. The use of an employee and visitor identification badge system enhances the safety and security within the school buildings and on school grounds. HCS requires all employees to wear a school or district-issued photo identification badge on a daily basis during the course of an employee's workday.

Additionally, non-employees entering district property on a short-term basis are required to wear temporary HCS issued identification badges. Contractors/vendors who work on HCS property on a long-term temporary basis will be issued photo identification badges by the district. Employee photo and HCS issued identification badges, as well as photo identification badges issued to contractors/vendors, must be worn in a manner that visibly indicates that an individual is authorized to be on HCS property.

2. Delegation of Responsibility

The principal/supervisor (or designee) will be responsible for ensuring that employees wear their photo identification badges in accordance with these guidelines. Additionally, principals/ supervisors (or designee) will be responsible for ensuring that short-term visitors to HCS property are issued a HCS issued identification badge to wear during the time of their visit.

3. Guidelines

Employee Photo Identification Badges

All current employees are required to maintain and display the school or HCS photo identification badge at all times while on HCS property during their regular work hours. To ensure visibility, the photo identification badge must be worn at or above the waist in clear view at all times.

All new full and part-time employees will be issued a photo identification badge on the day of their new-hire orientation. Substitute employees (short or long-term) will be issued a photo identification badge on the day of their substitute training workshop. There is no charge to the employee for the first issuance of a photo identification badge.

Under no circumstance may an employee permit his/her photo identification badge to be used by any other person. Employees who have lost or forgotten their photo identification badge must inform the principal/supervisor (or designee) immediately upon arrival at the school or building. They will be issued a temporary identification badge for the day. A daily list of all temporary identification badges issued to employees will be maintained and kept on file for at least the duration of the school year.

Employees who repeatedly report to work without their photo ID badges or who refuse to wear them will be subject to disciplinary action. Employees will be charged a fee of \$5.00 to replace lost photo identification badges; however, photo identification badges that become worn due to age or wear will be replaced free of charge.

Any employee who observes someone on HCS property who is not wearing an identification badge, permanent or temporary, is required to confront that individual or immediately notify the principal/supervisor (or designee) of that individual's presence on the property.

Any individual whose employment is terminated by HCS is to return his/her photo identification badge to his/her supervisor at the time of his/her termination.

Visitors and Temporary Identification Badges

All individuals who enter HCS property for short-term visits during regular business hours--whether or not students are within the building--shall be required to wear an identification badge for the duration of their visits. Student teachers/interns or practicum students are required to wear their college or university identification badges. Contractors/vendors who work on district HCS property on a long-term temporary basis are required to wear their HCS photo identification badges.

This guideline pertains to but is not limited to all individuals who are non-HCS employees, including parents, volunteers, sales persons, construction workers, repair workers, etc. However, visitors will not be required to wear temporary identification badges at school sporting events, open houses, parent-teacher conferences, and any other events determined by the school principal/supervisor.

Complaints and Grievances

The District encourages all employees to discuss their concerns or complaints associated with their employment informally with their supervisors. Often, the cause of a problem or concern is merely a misunderstanding among the individuals involved. Under normal circumstances, an employee should utilize the grievance procedure only after reasonable informal efforts have failed to produce a satisfactory result. If after reasonable and appropriate informal efforts have failed or for good reasons are inappropriate, an employee feels that a "formal" mechanism for raising his/her concern or problem is needed, he/she should follow the procedure below. Employees who utilize the grievance procedures have the right to do so with complete freedom from reprisal.

With respect to formal grievances, the District recognizes the need to provide an orderly means for the efficient and expeditious resolution of disputes concerning the application of any of the provisions of the District's policies, rules, regulations and/or unsafe or unhealthy working conditions as they affect the activity of employees. Ideally, employees should secure an equitable solution of grievances at the most immediate administrative level possible.

Definition of a grievance

A grievance is a claim by an employee of a violation, misinterpretation, or misapplication of a provision of District policies, procedures, or rules and regulations as they directly affect the employment or working conditions of the employee filing the grievance. District policies, procedures, or rules and regulations are established by the Superintendent pursuant to Board Governance Policies; therefore, a grievance as defined herein cannot be based on a claimed violation of a Board Governance Policy.

The District does not consider actions which are subject to the Teacher Employment and Dismissal Act, S.C. Code § 59-25-410 et seq, § 59-26-40; employment decisions implemented under the District's reduction-in-force policy; or classified employee terminations to be grievances under this procedure.

Joint grievances

Employees may be allowed to present a joint grievance where each grievant alleges essentially the same facts or circumstances and requests the same relief. Joint grievances must bear the signature of each grievant. The District reserves the right to consolidate individual grievances and the right to hear joint grievances on a separate basis.

Definition of supervisor

The term "supervisor" means any person having the authority to recommend employment, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline an employee, or any person having the responsibility for directing or reviewing the work of an employee.

Definition of day

A "day" is any day on which the district office is open, excluding any days the district office is open during the winter break or spring break.

Grievance procedures

An employee who wishes to file a grievance must complete the prescribed grievance form (available from the Chief Officer of Human Resources) and present it to his/her direct supervisor within 15 days following either the event giving rise to the grievance or the time when the employee reasonably should have gained knowledge of its occurrence. The

completed form must include a brief statement as to the nature of the grievance; identify the policy, rule or regulation violated; or with reasonable specificity the circumstances or situation, which is the subject of the grievance. Again, identify with reasonable specificity the relief the employee is requesting by filing the grievance.

Should the employee believe that resolution of the grievance requires a decision beyond the supervisor's level or area of authority, the employee will so state such belief on the grievance form and submit the form to the Chief Officer of Human Resources. In such a case, the Chief Officer of Human Resources and/or the Superintendent shall refer the grievance to the proper party for disposition. In no case, with the exception of persons reporting directly to the Superintendent, shall a grievance be filed first with the Board or copied to the Board without first being handled by the administration.

1. The appropriate supervisor will hold a first-level (level one) meeting with the employee within 10 days of receipt of the grievance. The supervisor will provide the employee with a written response to the grievance within 10 days after the meeting. The response will include the name of the District-level administrator to whom the grievance may be appealed. In the event an appeal is desired, such appeal must be presented in writing within 15 days of receipt of the response.
2. If the grievant is not satisfied with the response from the supervisor in level one above, the grievant may appeal the grievance to the appropriate District-level administrator (level two) identified in the supervisor's response. In the appeal, the employee shall specify in writing his/her specific grounds for the appeal and objections to the supervisor's response to the grievance. Such administrator shall notify the employee promptly of the receipt of the grievance and schedule a time and place to hear the grievance. This grievance conference should be held as promptly as practicable and within 15 days of receipt of the grievance. The original grievance and the level one supervisor's written response will serve as the basis for the second-level grievance determination. The District-level administrator will provide the employee with a written response to the grievance appeal within 10 days after the level two conference.
3. If the employee is not satisfied with the response of the District-level administrator following the grievance meeting, the employee may appeal the decision to the Board. This appeal must be made in writing to the Superintendent within 15 days of the District-level administrator's response to the grievance and shall include the specific grounds for the appeal.

Normally, an appeal to the Board shall be limited to the written record established at the previous levels. If, however, the grievant desires to supplement the record developed in the administrative stage of the grievance proceedings, the grievant may submit additional relevant written materials to the Superintendent, along with the written appeal, and provide a satisfactory explanation as to why such materials were not previously presented. The administration shall have 10 days to respond in writing to the grievant, if necessary, regarding the information submitted by the grievant. Once the administration has responded, the Superintendent will, at the next regularly scheduled Board meeting, present the written appeal to the Board along with a brief grievance summary and copies of all relevant correspondence and responses from the lower administrative levels.

Included in these materials shall be the notice of appeal and supporting documentation submitted by the grievant, as well as the administration's response. The Board will normally consider appeals based solely on the written information submitted by the employee and the administration, without the grievant appearing before the Board. The Board will notify the employee of its decision within 15 days of its consideration of the appeal.

4. Nothing shall prevent the Superintendent or his/her representative from participating in the disposition of a grievance at the supervisory and/or District Office level.
5. After the grievance is filed, time requirements under this procedure may be extended at any step with the mutual agreement of the two parties except that neither party will unreasonably refuse an extension or unreasonably delay the proceeding. Failure to adhere to procedural or agreed-upon timelines shall be grounds for ending the grievance process or moving the grievance to the next level.
6. A grievant may not, unless authorized by the Superintendent, bring an attorney to the initial grievance meeting before his/her supervisor. However, a grievant may, at his/her expense, bring an attorney to a hearing before the District-level administrator if he/she chooses provided that sufficient notice is given to the District-level administrator so that he/she can bring an attorney if he/she chooses.

See, also: "Deductions from salary."

**Employee Grievance Form**

This form must be completed in order to file a grievance under district policy. The individual filing this grievance must be a current/recent employee.

Name of Employee: (If for a group action, name of employee serving as the representative for the group)

Position:

Location:

Telephone: (H)

(W)

(C)

Email:

Name of Immediate Supervisor:

Name of Person(s) Against Whom Grievance is Filed:

Nature of Grievance:

- ☐ Violation, misapplication, or misinterpretation of federal law, state law, state board of education policy, state rule, local board policy or administrative regulation and procedure (R&P). **If this item is checked, specify the laws, policies, rules, and/or administrative regulations and procedures involved:**
- ☐ Unsafe working condition which jeopardizes health or safety and interferes with ability to perform job. **If this item is checked, specify the laws, regulations, policies, procedures, or physical conditions involved:**
- ☐ This does not constitute the definition of a grievance as defined by District Policy.



State basis for this grievance:

State how you are affected by the alleged violation in your employment:

State the specific remedy sought:

By my signature, I certify that the facts listed above are true to the best of my knowledge and that I have provided a copy of this form to the Individuals against whom the grievance is filed.

Employee Name and Signature

Date

A joint grievance must bear the signature of each grievant.



-----**FOR HR USE ONLY**-----

Date of final administrative decision or condition giving rise to this grievance:

Please direct the completed form to Human Resources:

**Mrs. Mary J. Anderson
Chief Human Resources Officer
335 Four Mile Road
Conway, SC 29526**

Notice of Nondiscrimination

Horry County Schools does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, immigrant status, English-speaking status, or any other characteristic protected by applicable federal or S.C. law in its programs or activities.

The following people have been designated to handle inquiries regarding the nondiscrimination policies:

Section 504 Coordinator (Students)

Coordinator of Special Education
335 Four Mile Road
PO Box 260005
Conway, SC 29528-6005
Telephone number: 843

Section 504 Coordinator (Employees)

Valerie McNeill
Director of Human Resources
335 Four Mile Road
PO Box 260005
Conway, SC 29528-6005
Telephone number: 843-488-7225

Title IX - Sexual Harassment (Students)

Ben Hardee
Director of Career & Technical
Education
335 Four Mile Road
PO Box 260005
Conway, SC 29528-6005
Telephone number: 843-488-6990

Title IX -- Athletics

Velna Allen
Chief Officer of Student Services
335 Four Mile Road
PO Box 260005
Conway, SC 29528-6005
Telephone number: 843-488-6768

**Race, color, national origin, religion, ...
age, immigrant status, English-
speaking status, or any other
characteristic protected by law**

Kenny Generette
Staff Attorney
335 Four Mile Road
PO Box 260005
Conway, SC 29528-6005
Telephone number: 843-488-6765

Title VI, Title IX, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act

The grievance procedures set forth above are to be used to process employee complaints based on alleged violations of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1972; Section 504 of the Rehabilitation Act of 1973; and Titles I and II of the Americans with Disabilities Act of 1990 referred to as "civil rights grievances."

In the event that an employee files a grievance alleging violation of one of the above-referenced laws, the grievance shall be considered to be a grievance for purposes of these procedures. An employee may instead choose to file a complaint with the United States Department of Education, Office of Civil Rights, when appropriate.

With respect to alleged violations of Title VI, if the response of the District-level administrator does not resolve the grievance to the satisfaction of the employee, the grievant may appeal in writing to the District's Civil Rights Coordinator. With respect to alleged violations of Section 504 or the Americans with Disabilities Act, if the response of the District-level administrator does not resolve the grievance to the satisfaction of the employee, the grievant may appeal in writing to the District's Director of Special Education. With respect to alleged violations of Title IX, if the response of the District-level administrator does not resolve the grievance to the satisfaction of the employee, the grievant may appeal in writing to the District's Title IX Coordinator.

If the grievant fails to appeal within 15 days of receipt of the written response from the District-level administrator, the right to appeal is waived. If an appeal is made to any of the above-referenced Coordinators, the Coordinator may conduct further investigation, if necessary. The Coordinator shall hold a hearing with the grievant within 15 days of receipt of the grievance, or within 15 days of completing any further investigation, if necessary. The Coordinator shall then render a decision on the matter in writing within 15 days after the hearing is conducted.

If the employee is not satisfied with the response of the Coordinator, the employee may appeal the decision to the Board. This appeal must be made in writing to the Superintendent within 15 days of the Coordinator's response to the grievance. Any such appeal will be handled as set forth above in number "3" above.

Employees who file a complaint or grievance will not be subject to retaliation or reprisal in any form.

Revised: 7-26-05; 1-31-14.

Service Animal

Horry County Schools will comply with all state and federal laws, regulations and rules regarding the use of service animals by staff members with disabilities under appropriate circumstances. The policy applies to any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability. Use of

service animals by a staff member with a disability is subject to procedures and requirements. Staff members must submit a request for the use of a service animal to the Chief Officer of Human Resources for processing.

Sexual Harassment of Employees

Sexual harassment of employees of the District is prohibited. All employees, including supervisory level employees and third parties associated with schools, must avoid any action or conduct which could be viewed as sexual harassment. Teachers and school administrators are expected to use judgment and common sense, which are important elements of a proper response to a particular allegation of sexual harassment or inappropriate conduct of a sexual nature.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either expressly or impliedly a condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who believes he/she has been subjected to sexual harassment is encouraged to file a complaint in accordance with the District's procedures. All allegations will be investigated promptly and confidentially. Employees who file a complaint of sexual harassment will not be subject to retaliation or reprisal in any form. An employee, including a supervisory level employee or a third party associated with the District, who is found to have engaged in sexual harassment or inappropriate conduct of a sexual nature will be subject to appropriate action, up to and including termination of employment in the case of an employee, and all other appropriate steps will be taken to correct or rectify the situation.

The following procedures are intended to:

1. Discourage employees and third parties associated with schools from subjecting employees or students of the District to sexual harassment and inappropriate conduct of a sexual nature;
2. Promote a harassment-free work and/or learning environment;
3. Effectively and appropriately address all sexual harassment and inappropriate conduct of a sexual nature found to have occurred or be occurring;
4. Establish on-going education and awareness of the problem of sexual harassment and inappropriate conduct of a sexual nature; and
5. Provide information about how to report allegations of sexual harassment and inappropriate conduct of a sexual nature.

Types of behavior which constitute sexual harassment of employees

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which:

1. Is made an employment condition, so that submission to such conduct is a term or condition of employment;
2. Has an employment consequence, so that submission to or rejection of such conduct is used as a basis for employment decisions affecting an individual employee; or
3. Is an offensive job interference, so that such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to: verbal harassment, including epithets, sexually offensive comments or slurs; physical harassment; physical interference with movement or work; or visual harassment, such as sexually offensive cartoons, drawings, or posters. Sexual harassment is prohibited against members of the same sex, as well as against members of the opposite sex.

Behavior prohibited of administrators/supervisors

1. No administrator or supervisor may condition any offer of employment, employee benefit, or continued employment on an employee's acquiescence to any of the sexual behavior defined above.
2. No administrator or supervisor may retaliate against any employee because that employee has opposed a practice prohibited by Title VII of the Civil Rights Act of 1964 and the South Carolina Human Affairs Law, or has filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized agency.
3. No administrator or supervisor shall cause or tolerate the creation of a sexually hostile or offensive work environment by any subordinate employee or third party associated with schools who engages in sexual harassment.
4. No administrator or supervisor shall destroy evidence relevant to an investigation of sexual harassment.

Types of behavior which constitute inappropriate conduct of a sexual nature with students

Inappropriate conduct of a sexual nature with students includes inappropriate sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature. Inappropriate conduct of a sexual nature may include, but is not limited to, the following.

1. Engaging or participating in any dates, sexual activity or other activity which contains a sexual or romantic overture;
2. Leering at a student's body;
3. Touching, grabbing and/or pinching;
4. Making comments, gestures or jokes of a sexual nature;
5. Manipulating clothing in a sexual manner;
6. Displaying sexual pictures or objects;
7. Spreading sexual rumors or commenting about sexual behavior;
8. Teasing and/or bullying in sexual terms;
9. Inflicting sexual assault or abuse; and
10. Any other behavior by an employee toward a student that would reasonably cause the student to feel uncomfortable or that would reasonably give the appearance of impropriety or unprofessional conduct, regardless of whether the behavior is overtly sexual and regardless of whether such behavior would constitute a crime.

Inappropriate conduct of a sexual nature is prohibited against students of the opposite sex as well as against students of the same sex. Additionally, students are prohibited from directing inappropriate conduct of a sexual nature toward employees, whether of the same sex or opposite sex.

Behavior prohibited of all employees

1. No administrator, supervisor, or any other employee of this District and/or third party associated with schools will create a sexually hostile, offensive, or charged educational environment for any student by engaging in any sexual harassment or inappropriate conduct of a sexual nature with a student.
2. No administrator, supervisor, or any other employee of this District and/or third party associated with schools shall assist any individual in doing any act which constitutes sexual harassment against any employee.
3. No administrator, supervisor, or any other employee of this District will encourage or assist any individual in performing any act that constitutes sexual harassment or inappropriate conduct of a sexual nature against any employee or student.

Preventive action

Periodically, the District shall ensure that:

1. The District policy on sexual harassment of employees and these procedures are fully referenced in the *Personnel Handbook* and employees are made aware of the website for accessing the *Personnel Handbook*. The policy and procedures shall also be available in Human Resources, from which a copy shall be made available, if requested.
2. All employees are informed about the nature of sexual harassment, the procedures for registering a complaint, and the possible redress which is available.
3. Designated administrators and designated sexual harassment contact persons are informed of the District's sexual harassment procedures and understand how to implement them. For example, they should be made aware of the kinds of acts that constitute sexual harassment or inappropriate conduct of a sexual nature, the

District's commitment to eliminating and avoiding sexual harassment and inappropriate conduct of a sexual nature in the schools, the penalties for engaging in such conduct, the procedures for reporting such conduct, and the procedures for conducting an investigation of such conduct.

4. The District Office makes available information from the Equal Employment Opportunity Commission and the South Carolina Human Affairs Commission about filing claims of sexual harassment with these entities.

The District shall designate a Title IX Coordinator. The name, address, and business telephone number of the Coordinator shall be disseminated throughout the District and referenced in employee handbooks.

Reporting and response procedures

1. Any employee who feels that he or she has been the object of sexual harassment is encouraged to file a complaint with his or her immediate supervisor or principal except for situations covered in Item "2" immediately below. Complaint forms which may be used to file a complaint are available in the Office of Policy and Legal Issues.
2. Under no circumstances shall an employee be required to first report allegations of harassment to his or her immediate supervisor if that person is the individual who is accused of the harassment. In such cases, the employee shall file the complaint with the District Title IX Coordinator.
3. Administrators/supervisors shall initiate an investigation of any incident of alleged sexual harassment or inappropriate conduct of a sexual nature reported to them or observed by them, in consultation with the District's Title IX Coordinator. The District shall be responsible for ensuring that reasonable efforts are made to prevent public disclosure of the names of all parties involved in the sexual harassment allegation, except to the extent necessary to carry out an investigation and comply with statutory obligations.
4. Administrators/supervisors shall report the general results of any investigation of sexual harassment or inappropriate conduct of a sexual nature, including corrective or disciplinary action taken, to the Title IX Coordinator and/or Superintendent. The employee who brought the allegation of sexual harassment or inappropriate conduct of a sexual nature shall be informed that appropriate actions were taken and shall be advised as to how to report any subsequent problems.
5. If an employee is determined to have sexually harassed another employee or engaged in inappropriate conduct of a sexual nature with a student, the administrator/supervisor shall take whatever disciplinary action he/she determines is warranted, up to and including a recommendation of termination of employment.
6. Administrators/supervisors shall follow up periodically on any incident of sexual harassment or inappropriate conduct of a sexual nature they were involved in investigating to determine whether the employee has been subjected to any further

sexual harassment or inappropriate conduct of a sexual nature since the corrective action was taken.

7. No administrator/supervisor shall retaliate in any way against an employee who has provided information as a witness to or victim of an incident of sexual harassment or inappropriate conduct of a sexual nature.

Additional obligations of employees

1. Employees shall report to their immediate supervisor any conduct on the part of non-employees, such as sales representatives or service vendors, which is believed to constitute sexual harassment or inappropriate conduct of a sexual nature.
2. Employees shall cooperate with and maintain the confidentiality of any investigation of alleged acts of sexual harassment or inappropriate conduct of a sexual nature conducted by the District or by an appropriate state or federal agency. Failure to do so could result in disciplinary action against the individual who failed to cooperate or who violated the confidentiality of the matter.
3. No employee shall take any action to discourage any other employee from reporting alleged sexual harassment or inappropriate conduct of a sexual nature. However, any person who intentionally provides false information in connection with a report or investigation of sexual harassment or inappropriate conduct of a sexual nature may be subject to disciplinary action.
4. No employee shall retaliate in any way against another employee who has provided information regarding an incident of sexual harassment or inappropriate conduct of a sexual nature.

Legal reference.

Federal.

Title VII of the Civil Rights Act of 1964.

Revised: 7-1-04; 1-31-14.

Racial Harassment

Racial harassment is incompatible with equal opportunity and will not be tolerated in the District. It is the responsibility of employees and students in the District to strive to create an environment free of racial harassment.

Employees and students are encouraged to express their opinions and feelings about any problem or complaint of racial harassment freely, responsibly, and in an orderly way. Any act by a District employee, agent, or a student of reprisal, interference, restraint, penalty, discrimination, coercion, or harassment against any person responsibly complaining of harassment under this policy interferes with free expression and is a violation of this policy.

Racial harassment consists of racially motivated conduct by an employee or student toward any employee or student. Examples of racially motivated conduct include, but are not limited

to, (1) discrimination on the basis of race in the terms, conditions, working environment, or privileges of employment; (2) racially motivated conduct directed toward a specific person or persons which involves the threat or use of force; or (3) racially motivated actions undertaken with reckless disregard of the likely effect of inflicting severe mental or emotional distress.

Any employee or student who believes he/she has been subjected to racial harassment is encouraged to file a complaint in accordance with the District's procedures. All allegations will be investigated promptly and confidentially. Employees or students who file a complaint of racial harassment will not be subject to retaliation or reprisal in any form. Any employee who is found to have engaged in racial harassment will be subject to disciplinary action up to and including termination of employment. Any student who is found to have engaged in racial harassment will be subject to the provisions of the student behavior code.

Revised: 7-1-04.

Staff Health

Physical and mental health

If the District has questions or concerns regarding the physical or mental capability of an employee, the District is authorized to take appropriate action including but not limited to require an appropriate examination or utilizing personal sick leave while any necessary inquiry is conducted.

Communicable diseases

The District defines a chronic communicable disease as a persistent or recurring infection that may be transmitted to a susceptible person by contact with an infected individual. The National Centers for Disease Control will be the definitive authority on the identification and transmission of chronic communicable diseases.

The District will attempt to protect the health of members of the community by implementing a program of education, prevention, and reporting with respect to chronic communicable diseases in cooperation with State and local public health agencies.

The District will attempt to provide a safe and secure environment for students and employees. Under certain circumstances, the presence of communicable diseases in the school environment may pose a threat to the health and safety of students and employees. In an effort to maintain a balance between the need to educate all eligible students, to protect student and employee rights, and to control communicable diseases, decisions regarding the employment status of employees with communicable diseases shall be made on a case-by-case basis.

Concerns about communicable diseases should be addressed to the school nurse, who will consult with the Director of Health and Safety Services as needed.

Blood borne pathogens

The District has an exposure-control plan for employees. The plan includes appropriate training for employees as well as universal precautions that employees must follow when dealing with blood and other bodily fluids. A copy of the plan is on file in the District's Department of Health and Safety Services and in the nurse's office of each school.

Communicable diseases – employees

Employees with communicable diseases, including AIDS or HIV infection shall be permitted to work in schools in accordance with these procedures.

Except where otherwise provided by law, employees must inform their principal/department head or the Superintendent when they are suffering from a communicable disease. The Superintendent shall ensure that a committee consisting of the employee's supervisor, the employee's personal physician, appropriate public health professionals, and appropriate school District personnel is formed to monitor and/or evaluate the employee's health status.

In cases involving AIDS or HIV infection, the committee periodically will monitor the health status of the employee. Evaluation of the employee's potential for transmitting the HIV should be made by the health professionals evaluating the employee's status. Information shared during the monitoring process is strictly confidential.

With respect to other reported communicable diseases, the committee shall review each case individually to determine the means of transmittal, how long the employee will be infectious, to what degree the employee's presence poses a risk to other staff and to students, and the probability of transmittal.

Generally, employees with AIDS/HIV infection should be permitted to attend school and school activities without restriction, provided their health status allows. If it is determined, based on sound, medical evidence and in accordance with these procedures that any employee with any communicable disease poses a significant risk to the health and safety of other persons while the employee is in his or her current position, and the risk cannot be eliminated by any reasonable measure, including placement in alternative employment, attendance by the employee may be prohibited or restricted. If the employee's disease constitutes a disability, and the employee is otherwise qualified to perform his or her job, a specific determination will be made as to whether reasonable accommodation can be made. Any prohibition or restriction on attendance will continue, subject to periodic reevaluation, unless and until the risk to others has been abated. The District reserves the right to require a satisfactory certificate from one or more licensed physicians that the employee's attendance is no longer a risk to others.

Information regarding the medical condition of employees is confidential and should be disseminated strictly on a need-to-know basis. Accordingly, information should be provided only to those who need the information to protect the health and safety of the employee, students and staff and only to the extent necessary to accomplish that end. All personnel

informed of the condition of the employee are to be instructed that this information is to be held in the strictest confidence.

To prevent the spread of communicable disease, DHEC or the Centers for Disease Control guidelines for necessary health and safety precautions, including handling of blood and bodily fluids, shall be distributed by the administration from time to time and should be followed by all school employees.

First Aid and Emergency Care

The school nurse or principal's designee(s) will be responsible for providing first aid or emergency care in case of injury to, or sudden illness of, a student or staff member.

Principals or their designees must see that an Emergency Information Card is completed and signed on each student at the time of registration. In extreme emergencies, the principal may make arrangements for the immediate transport and hospitalization of injured or ill students, contacting the parent or guardian in advance if at all possible.

At each school, written procedures for the proper handling of medical emergencies shall be disseminated to staff members. A list of school personnel trained in first aid shall be kept in the main office of each building.

Assignments, Reassignments, and Transfer Requests

In order to ensure the highest quality of instruction, the Superintendent is responsible for the placement of employees within the District. It is the policy of the District to assign, reassign or transfer personnel to positions based on the needs of the instructional program and the District, the qualifications of staff members, and, when possible, the expressed preferences of personnel. The Superintendent may delegate the placement process to other administrators; however, he/she ultimately retains responsibility for staff assignments, reassignments, and transfers since personnel are employed by the District and not by a particular school or department. Placement of personnel at the school level is within the discretion of the principal as long as placement is consistent with job descriptions and the qualifications of personnel, as long as salary status is not changed without authorization from the District, and as long as appropriate District staff member is notified of the changes.

Reassignment

If, in the opinion of the Superintendent, reassignment would be in the best interest of the District, the following procedure will be used.

1. The Superintendent or his/her designee will discuss the need for the reassignment with the employee's current principal (if in a school) or with the District-level department head and with the principal of the school or head of the District-level department to which reassignment is being contemplated.
2. The Superintendent or his/her designee will then discuss with the employee to be reassigned the reasons why the reassignment is being considered. Once the Superintendent determines that the reassignment will go forward, the employee will be notified in writing. Refusal by the employee to comply with the reassignment may be grounds for dismissal.
3. Reassignments are not grievable provided steps 1 and 2 above have been followed.

Transfer requests

Procedures for staff transfers are established by Human Resources. The procedures, which are subject to change at the discretion of Human Resources, are available from the Human Resources Department. Personnel who qualify may apply for a transfer at designated times. Decisions concerning transfer requests are not grievable.

Personnel Files

The District will maintain a personnel file on each employee that includes all records and documents collected, established, and maintained by Human Resources concerning the employee. Information included in an employee's personnel file may include, but is not limited to, the following records:

Health and medical records are currently filed separately to protect the privacy of employees.

The District will maintain the confidentiality of personnel files and will provide access to the files only as necessary and appropriate. Each employee has the right to review the contents of his/her personnel file. The employee must contact Human Resources in advance for an appointment to review his/her file. An employee does not have the right, however, to review personal references and recommendations provided to the District on a confidential basis.

Teacher Evaluation and Contract Status

Teacher Evaluation Model – State Standards for Professional Teaching

The goal of Horry County Schools is for teachers to be proficient in the classroom. Therefore, the District uses a comprehensive system for evaluating professional teachers that includes South Carolina Teaching Standards 4.0 Rubric.

The Teacher Evaluation Model is based on effective research and best practices. The model provides greater assurance that our schools are staffed with caring and competent professionals who possess the knowledge and skills necessary to address the needs of all students. The standards and procedures covered in the Teacher Evaluation Model enhance the teaching profession by defining and establishing expectations of what teachers should know and be able to do in order to meet the challenges of the classroom.

Teacher Evaluation-Contract Status

The Teacher Evaluation Model provides a framework for teacher preparation. Student teachers must be evaluated and assisted with a locally designed process, which meets South Carolina regulations. Prospective teachers who successfully complete their education program and receive state certification become eligible for employment at the Induction contract level.

The contract level of a teacher must be indicated on the teacher contract each year. Contract levels may include the following:

- Induction (Year 1);
Induction (Year 2); or
Induction (Year 3)
- Annual (Summative Year 1);
Annual (Summative Year 2);
Annual (GBE – have an Initial certificate)
- Continuing (GBE – have a professional certificate);
Continuing (Summative);
Continuing (with conditions)

The most typical contract sequence for traditionally prepared teachers is:

Induction Contract – Year 1
Annual Contract – Year 2 and
Continuing Contract – Year 3

Induction Contract

Induction Contracts are offered to novice teachers for up to three years. Teachers are provided comprehensive guidance and support through the first year by an assistance team, which includes at a minimum, a mentor teacher and a building level administrator. If a teacher is successful as defined by the district, then the teacher is recommended for an Annual Contract.

If the teacher is unsuccessful as defined by the district, then options are available. The teacher may not be rehired or the teacher may continue employment on an Induction Year 2 Contract.

Annual Contract Types

Annual Contract types consist of Annual (Summative Evaluation Year 1), Annual (Summative Evaluation Year 2), Annual (GBE – Goals Based Evaluation). Teachers may remain on an Annual Contract for up to four years. However, after an unsuccessful formal evaluation at the Annual (Summative Year 2) contract level, state sanctions are imposed. In these instances, teachers may not teach for a minimum of two years and must complete a state-approved remediation plan in order to become eligible to re-enter the profession.

Annual Contract (Summative Evaluation Year 1)

An Annual Contract (Summative Evaluation Year 1) is offered to second-year teachers, who were successful in their first year of teaching (Induction). An Annual contract (Summative Evaluation Year 1) is also offered to out-of-state teachers during their first year of teaching in Horry County Schools. (If they are issued a professional certificate by SCDE) A teacher, who is successful at this level as defined by the District, may move to Continuing Contract status (provided that he/she has met all state requirements for professional certification).

Annual Contract (Summative Evaluation Year 2)

An Annual Contract (Summative Evaluation Year 2) is assigned to teachers after an unsuccessful Annual Summative Evaluation Year 1.

Annual Contract (GBE)

An Annual Contract (Goals Based Evaluation - GBE) is assigned to individuals (e.g., PACE, CATE, International teachers), following a successful Annual (Summative Evaluation 1 or Annual Summative Evaluation 2) year, who are not yet eligible for a professional teaching certificate.

Continuing Contract

Continuing Contracts are offered to teachers who have earned an evaluation rating of met and who have met all eligibility requirements for a professional teaching certificate. Continuing contract teachers are evaluated with Goals Based Evaluation (GBE) annually.

Continuing Contract (GBE)

Goals-based evaluations (GBE) at the annual and continuing contract have two distinctions:

Research and Development GBE (R-D GBE) is the ADEPT status of personnel that are engaged in an established professional growth and development plan.

Competency-Building GBE (C-B GBE) is for personnel that have documented areas identified as needing improvement. An individual assistance plan (IAP) is developed to address areas of concern (C-B GBE).

Continuing Contract (Summative)

Personnel that are issued a continuing contract may be evaluated due to a change in job, (i.e., classroom teacher to guidance counselor) or who have come to Horry County Schools from another South Carolina district and were previously employed on a continuing contract, or who have been out of teaching for several years and are now returning to teaching.

Continuing Contract with Conditions

If a continuing contract teacher is identified as having deficiencies, as defined by the district, he/she may be placed on a continuing with conditions contract. When a teacher is placed on a continuing with conditions contract, the teacher must participate in a summative evaluation (ADEPT). The summative evaluation process includes the development of an Individualized Assistance Plan (IAP) that meets South Carolina regulations. All continuing contract teachers who are being recommended for summative evaluation must be notified in writing on or before April 15th. The written notice must state the basis for the decision to place the teacher on summative evaluation.

Certification of Professional Personnel

Applications for S.C. Teaching Credential: It is the personal responsibility of each teacher, or other professional staff member who is required to hold a certificate, to apply for his/her certificate, making sure they supply all information as required by the S.C. Department of Education ("SCDE"). A staff member can expedite the certification process if he/she submits the documents he/she obtains in one complete package. All newly hired certified employees must submit a valid SC certificate by November 1st.

Renewal of Professional Certificates

The following certificate renewal guidelines apply to any person who holds a South Carolina educator's certificate. An educator's professional certificate is valid for five (5) years and expires on June 30 of the expiration year. In order to be eligible for certificate renewal, the educator must earn a minimum of 120 renewal credits, as described in the renewal credit matrix, during the five-year validity period of the certificate.

Obtaining Renewal Credits

Educators are responsible for ensuring that all renewal options and activities meet the following guidelines.

1. An individual who is employed in a position that requires South Carolina educator certification and is employed in a South Carolina public school district must earn renewal credits through professional development activities that:
 - a. directly relate to the educator's professional growth and development plan;
 - b. support the goals of the employing public school district, and;
 - c. Promote student achievement, as required by State Board of Education Regulation 43-205.1, Assisting, Developing, and Evaluating Professional Teacher (ADEPT), and Regulation 43-165.1, Program for Assisting, Developing, and Evaluating Principal Performance (ADEPP).
2. An educator who is employed at a public educational entity that has been approved as a Renewal Credit Plan agency by the Office of Teacher Certification, Division of Teacher Quality, must earn renewal credits through professional development activities that relate to the educator's current area(s) of certification or a formal program of study in a certification area in which the educator is officially enrolled, or the goals of the educator's employing entity.
3. An educator who is *not* employed in a position that requires South Carolina educator certification, but who wishes to maintain a current certificate, must earn renewal credits through professional development coursework outlined in Option 1 and Option 2 of the Renewal Credit Matrix that directly relates to the educator's current area(s) of certification, or a formal program of study in a certification area in which the educator is officially enrolled.
4. Any educator, included in 1, 3, or 4 listed above, who has not earned a Master's degree must earn sixty renewal credits in graduate-level coursework to renew the current certificate. Educators who hold a Career and Technology Education Work-Based Certification only are not required to fulfill the graduate-level coursework requirement.
5. All administrators employed in a South Carolina public school district must earn a minimum of 120 renewal credits, as described in the renewal credit matrix, during the five-year validity period of the certificate. These credits are to include a minimum of twenty (20) renewal credits during each five-year validity period in professional development activities that are designed to enhance their skills in supporting and encouraging teachers as professionals.

Valid Period of Teaching Credential

A teacher who becomes eligible for an initial credential or for advancement to an improved class of credential must make application for the initial credential or the new advanced credential. Forms are available in Human Resources.

If a new teacher becomes eligible for initial certification or a certified teacher becomes eligible for an improved class of credential between November 1 and April 30, the newer credential will be valid from:

1. the date upon which the teacher completed requirements for the initial teaching credential or the higher class credential provided the application is filed in the Office of Licensure/Recertification within 45 calendar days after the date on which the teacher completed requirements, or
2. The date of receipt of the completed application if such date is later than 45 calendar days beyond the date on which the teacher completed existing requirements.

If a new teacher becomes eligible for initial certification or a certified teacher becomes eligible for an improved class of credential between May 1 and November 1, the new credential will be valid from:

1. July 1 of the calendar year in which the teacher completed existing requirements provided the application is filed in the Office of Licensure/Recertification by November 1, or
2. The date of receipt of completed application if such date is later than November 1.

Contracts for Professional Staff

Teachers assigned to regular positions will be given a contract if employment period for fiscal year will be greater than 151 days. This will be for the length of the regular teacher year (190 teaching days plus in-service days) or for a longer period of time provided the term of contract does not violate S.C. statutes. Contracts are considered valid upon approval by the Board.

A staff member hired under contract for a period that is longer than the regular teacher year will be paid pro rata for the additional period according to his/her position on the District's salary schedule.

The Superintendent will give written notice of Board Approved contract renewal to appropriate certificated personnel on or before May 1st of each year. Certificated personnel receiving such notice must give written acceptance to the District on or before May 1st. Failure on the part of a certificated staff member to give such notice will constitute rejection of the contract.

Other professional employees hired under a contract are paid according to his/her position on the District's salary schedule.

Teacher Employment under Letter of Agreement

Teachers who are eligible for an induction or an annual contract but who are hired on a date that would cause their period of employment to be less than 152 days during the school year are employed under a letter of agreement. Teachers under a letter of agreement are not guaranteed a contract for the following school year.

Teachers employed under a letter of agreement do not fall under ADEPT. However, districts must ensure that these teachers receive appropriate assistance and supervision throughout the school year.

The employment and dismissal provisions of Article 3, Chapter 19 and Article 5, Chapter 25, of Title 59 of the 1976 Code of Laws do not apply to teachers employed under a letter of agreement.

Evaluation of Support Staff

Supervisors are expected to evaluate the performance of classified employees at least annually in an effort to improve the quality of work performance. The employee's principal, director, immediate supervisor, or designee has the responsibility for evaluating employees under his/her supervision. Supervisors will complete the evaluations on District-approved forms, and the evaluation report will be discussed with the employee. The employee will receive a signed copy of the evaluation report.

If an employee is assigned an overall rating of not met on their performance expectations, a performance improvement plan will be developed that includes clear steps and performance targets the employee must achieve in order to continue employment.

Teachers and Certain Administrative Staff

The term "teacher" as used herein shall include all personnel required by the nature of their position to be certificated by the S.C. Board of Education.

When any teacher has entered into any signed contract or written agreement to teach in any public school in S.C., such teacher shall not break or seek to terminate such contract except for good cause, and then only after giving written notice to the Superintendent and receiving written notice from the Superintendent that the resignation has been accepted. The Superintendent has the authority to accept and to approve or reject resignations on behalf of the board after consultation with the employee's supervisor. The Superintendent shall provide the Board with a list of resignations that he/she has accepted.

Any teacher who fails to comply with the provisions of his/her contract without the written consent of the board shall be deemed guilty of unprofessional conduct. A breach of contract

resulting from entering into an employment contract with another school board within S.C. without the consent of the Horry County Board of Education make void any subsequent contract with any other school district in S.C. for the same employment period. Upon the formal complaint of the Horry County Board of Education, substantiated by conclusive evidence, the S.C. Board of Education shall revoke or suspend the teacher's certificate for a period not to exceed one calendar year. State education agencies in other states with reciprocal certification agreements shall be notified of the revocation of the certificate.

Personnel Files

The District will maintain a personnel file on each employee that includes all records and documents collected, established, and maintained by Human Resources concerning the employee.

Health and medical records are currently filed separately to protect the privacy of employees.

The District will maintain the confidentiality of personnel files and will provide access to the files only as necessary and appropriate. Each employee has the right to review the contents of his/her personnel file. The employee must contact Human Resources in advance for an appointment to review his/her file. An employee does not have the right, however, to review personal references and recommendations provided to the District on a confidential basis.

Compensation and Benefits

Benefits Services and Compensation

Eligible employees at Horry County Schools are offered an extensive benefit package. This includes retirement, health, dental, vision, life, disability, deferred compensation, and flexible spending. Certain supplemental insurance premiums may also be deducted, after tax, from an employee's pay. Working with the state of South Carolina and independent agencies, Horry County Schools offers these programs to provide comprehensive coverage to help employees meet their personal health and welfare needs. Outlines of available benefit options can be found on the Benefits page located at: <http://www.horrycountyschools.net>

To better serve employees, Benefit Account Managers have been assigned to assist each location. Current account managers can be found on the District web site on the Benefits page.

All newly hired employees must complete the new hire orientation class prior to beginning work.

Salaries

The salary of each professional employee is based on his/her certification (if applicable), experience, and the District salary schedule. The salary of each classified employee is based on his/her education, previous work experience, and the District salary schedule.

Important:

New employees must complete insurance paperwork within 31 days of their initial hire date. Failure to do so will result in an inability to obtain guaranteed coverage. Also, a change in coverage must be made within 31 days of the date of the event enabling a change, such as marriage, birth of a baby, divorce, etc.

Sick Leave Bank

In addition to sick leave, Horry County Schools offers eligible employees the opportunity to become a member of the Sick Leave Bank. A member that has a catastrophic or prolonged illness or medical incident so severe that absences exceed 30 days (not including elective surgery and normal pregnancy and delivery) may apply for coverage from the bank. This coverage will only come into effect after all of the employee's leave is exhausted and after review by the SLB Board is deemed to meet the guidelines of the bank. For additional information, please review information at

<https://www.horrycountyschools.net/site/handlers/filedownload.ashx?moduleinstanceid=557&dataid=2513&FileName=-OTOM3QI001F.PDF>

Vehicle Liability Policy

The District has a vehicle liability policy which provides excess coverage for employees and volunteers while they are operating a non-District vehicle within the scope of their official duties with the District. The excess coverage is provided with the employee's or volunteer's personal liability coverage being primary. The District's policy would respond to excess liability only after the employee's or volunteer's coverage is exhausted. Primary coverage is provided for District-owned vehicle and vehicles on a long-term lease to the District. This policy does not provide coverage for job-related injuries to paid employees who are covered under workers' compensation.

Job Retention Services

In cooperation with the S.C. Department of Vocational Rehabilitation, a job retention service has been established to offer District employees and their family professional help with personal problems such as drug addiction, alcoholism, financial problems, marital conflict, and emotional stress. The assistance is provided free of charge.

If an employee or a member of an employee's family desire to use any of the services listed above, he/she should call the S.C. Vocational Rehabilitation, 843-248-2235. An appointment will be scheduled, usually within 24 hours. All conversations and records will be kept confidential.

Payroll and Work

Direct Deposit

Through direct deposit an employee has his/her paycheck deposited directly into a checking or savings account. This is a free service provided by the District. During the New Hire Orientation class, a new employee completes the required form. Forms for changes are available on the Payroll website.

Instead of receiving a paycheck, such employees will have online access to their pay stub, which will itemize withholdings and deductions. Visit the self-service page at the address listed above for more information.

Pay Days

Employees will be paid on or about the 15th and the last working day of each month. Insurance premiums and tax-sheltered annuities will be deducted from each paycheck. Direct deposit vouchers can be accessed online at <http://odi.horrycountyschools.net>. Checks will be mailed one day prior to the scheduled pay date.

Deductions

Deductions may include retirement, social security, Medicare tax, state and federal withholding taxes, levies, garnishments, and voluntary deductions or other money owed to the district.

Retirement

Membership in the S.C. Retirement Systems ("SCRS") or an optional retirement plan is required for all personnel with the exception of employees who hold a temporary position. Temporary employees may choose to join the SCRS. More information can be found at <http://www.peba.sc.gov/>

Social Security

There will be a deduction for social security on all salaries up to an amount set annually by social security. There is no wage based limit for Medicare tax. Salaries for social security deductions are based on the calendar year rather than the school year.

State and Federal Withholding Taxes

Each staff member must file an "Employee's Withholding Allowance Certificate" ("W-4") with the Payroll Office. Employees should review their exemptions and update them as changes occur by submitting a new W-4 form to Payroll. The IRS link for current W-4 forms is <https://www.irs.gov/pub/irs-pdf/fw4.pdf>.

Voluntary Deductions

Except for deductions for absences not covered by paid leave or those required by law, voluntary deductions from salary are subject to District approval and are voluntary on the part of the individual employee. For all voluntary deductions, the employee will complete a form authorizing the deduction.

Voluntary deductions such as the following are available:

- premiums for group insurance programs administered for employees by the District
- income deferred programs
- United Way contributions
- SHS Scholarship
- Uniforms
- other plans approved by the District administration

Leaves and Absences

Professional and Support Staff Leaves and Absences

The continuous presence of employees promotes excellence in the instructional program. Therefore, the District expects employees to come to work every scheduled workday. The

District recognizes, however, that certain absences are unavoidable. At such times, employees should take leave in accordance with the procedures established by the administration, which shall be consistent with state and federal law. An employee's failure to comply with the leave procedures established by the administration may result in disciplinary action up to and including termination of employment.

The Board authorized the creation of a Sick Leave Bank for active duty employees who earn sick leave and who, because of catastrophic illnesses or accidents, require absences which exceed their accrued leave.

Any employee who will be absent from work must notify their supervisor, principal or his/her designee as early as possible so an approved substitute may be secured, if needed. They must also record their absence in *SmartFind Express*. In addition, employees are required to submit an employee leave request form for approval.

Sick leave

Accrual of sick leave

For the purpose of this policy, the term "full-time employees" means persons employed by the District who work a minimum of 30 hours per week. The term "active service" means days actually worked or earned sick leave days used. "Immediate family member" means the employee's spouse and children and the following relations to the employee or the spouse of the employee: mother, father, brother, sister, grandparent, legal guardian, and the grandchildren. A son or daughter is a biological, adopted, or foster child, as well as a stepchild, legal ward, or a "child" of a person acting in loco parentis. A parent includes biological parents, but also includes a person who acted in the capacity of a parent to the employee when the employee was a child.

All non-temporary employees shall be granted paid sick leave. Persons who are employed less than full time shall be granted sick leave prorated on the basis of a full-time-equivalent position. All full-time employees of the District will accrue sick leave according to the sick leave accrual schedule approved by the Superintendent. An employee may accumulate up to a maximum of 150 days of sick leave plus one year's advancement, which is accrued but not used, provided that such employee does not violate his/her respective contract.

Revised: 8-8-12; 7-1-14.

Advancement of sick leave

Sick leave is advanced during the eligible employee's first pay period of the fiscal year. Sick leave is advanced under the following conditions:

1. Advanced sick leave days are not considered to be earned days.
2. If a staff member's employment is terminated, leave will be prorated based on the length of service during the year of separation.

Use of sick leave for absences

An employee may use sick leave for absences caused by personal illness or illness of an immediate family member (as defined above under "Accrual of sick leave"), which requires the employee to provide care. The Superintendent or his/her designee may grant leave for family illness for other members of an employee's family in unusual situations. A doctor's statement that the illness of a family member requires the presence of the employee must be submitted for absences greater than 10 days.

Employees may also use up to 30 days of accrued sick leave for the purpose of caring for an adoptive preschool child immediately after placement; the leave will be authorized only if the employee is the person who is primarily responsible for the care of the child. (See the policy concerning the Family and Medical Leave Act.)

An employee who anticipates requiring extended leave, 10 days or more, to provide care for a family member should submit a written request on the appropriate District form to his/her supervisor as far in advance as possible. The request for extended leave for this purpose must include a statement from a licensed medical doctor giving the expected time the employee will be needed to provide care for a family member. The request must be approved by the Superintendent or his/her designee. (See the policy concerning the Family and Medical Leave Act.)

When the employee makes a request in writing, the Superintendent may grant an employee leave without pay for personal illness following the exhaustion of all accrued sick leave. Leave with and without pay shall not usually exceed 151 work days, which includes 12 weeks of FMLA leave, in any school year and shall not usually extend beyond the immediate fiscal year.

The District will assign an employee who returns to work after leave without pay to the same or similar duties which he/she performed prior to going on leave, if such assignment is in the best interest of the District. If the administration does not consider it to be in the best interest of the District to assign the employee to the position he/she had prior to going on leave without pay, the District will offer the employee an equivalent position for which he/she is qualified. The District will place the employee on the payroll at his/her pre-leave salary status.

Procedures regarding absences

When it is necessary to be absent, an employee will provide notification as early as practicable in accordance with procedures established by the principal or District-level department head. An absent employee must furnish a signed statement setting forth the reason(s) for his/her absence. The statement must be turned in to the employee's principal or immediate supervisor within two days after the employee returns to work.

When an employee knows that he/she will be absent for a period longer than ten days, he/she should file a request for extended leave under the Family and Medical Leave Act ("FMLA"), unless the illness does not qualify as a serious health condition under the FMLA. Then, upon written request, the Superintendent or his/her designee may grant the employee extended leave if the circumstances warrant. In either case, the employee is expected to utilize accrued sick leave, and upon exhaustion of accrued leave, the leave will continue without pay through the approved leave period.

An employee who anticipates taking an extended leave of absence should submit the request for leave to his/her principal or immediate supervisor at least 30 calendar days prior to the effective date of the leave. The leave request must include a statement from a licensed medical doctor giving the anticipated length of convalescence or if applicable, the expected delivery date.

An employee returning from an extended leave of absence may be required to present to his/her principal or immediate supervisor a statement from the attending physician certifying the employee's ability to return to normal duties.

Verification and use of sick leave

The use of sick leave is subject to verification. Specifically, an employee must submit a medical physician's statement verifying an illness, as well as a statement of diagnosis and prognosis, when the employee has been on sick leave for more than 10 consecutive workdays and/or is requesting extended leave as detailed above. The District also reserves the right to require an employee to submit a medical physician's statement verifying an illness when an employee's use of sick leave forms a pattern or abuse is suspected. The principal or the employee's immediate supervisor has the discretion to request such a statement. If an employee does not provide the required medical physician's statement within five workdays upon written request or after 10 workdays of consecutive sick leave, the District may move to terminate his/her employment.

Return to active employment must be accompanied upon request by the certification of a licensed physician that the employee is physically and emotionally fit to resume duties as prescribed by the District.

Termination of employment for violation of leave provisions and procedures

The District may terminate the employment of any employee who fails to comply with the requirements of sick leave procedures, who fails to request extended leave in accordance with the procedures, who fails to report to work at the expiration of authorized leave, or who fails to obtain an extension of previously approved leave.

An employee is subject to termination from employment with the District for misstatements of fact and/or misrepresentations of purpose for which leave of absence is desired or on the basis of which sick leave is obtained.

The District will not terminate an employee during a continuing sick leave of less than 91 workdays, provided none of the aforementioned grounds for termination are present.

In the event of termination of a contract before the end of the year, or separation from employment, sick leave will be prorated for that year, and the daily rate of compensation of the employee will be deducted from the final check for absences beyond the earned prorated amount of sick leave.

Transfer of sick leave

Except as noted below, an employee of a S.C. state agency or school district transferring to the District may transfer and retain all statutorily eligible sick leave he/she accumulated at his/her former place of employment.

Reimbursement of Unused Sick Leave

Upon retiring from employment with the District, including entering the Teacher and Employee Retention Incentive ("TERI") retirement program, or upon separating from employment from the District for a reason other than retirement or entering the TERI retirement program, an eligible employee may be paid for unused sick leave in excess of 90 days, up to a maximum of 60 days, at the rate of \$20 per day. Once an employee receives payment for any unused sick leave, he/she will be unable to transfer those days to another state employer or use them if he/she should continue to be employed by the District in some capacity.

No employee will receive payment for more than a total of 60 days of accumulated sick leave from the District during his/her lifetime. For example, if an employee retires and enters the TERI retirement program, he/she will continue to accrue sick leave pursuant to District policy. However, an employee who has received payment for a total of 60 days of accumulated sick leave will receive no additional payment for sick leave not used during the employee's participation in the TERI retirement program. Similarly, if an employee who received payment for 60 days of accumulated sick leave returned to work for the District at a later date, the employee would receive no additional payment for sick leave not used during the employee's subsequent employment with the District.

Legal references:

State,

S.C. Code § 8-11-46 – Transfer of accumulated leave upon transfer between state agency and school district.

S.C. Code § 59-1-400 – Sick leave for public school district employees.

Revised: 7-1-02; 7-1-04; 7-1-06; 7-1-07; 7-1-14.

Personal leave

Employees may use up to two days, cumulative to four days, annually of their sick leave for personal leave. This leave should be used for personal matters which cannot be attended to on non-school days or after school hours. A request for personal leave must be submitted for approval to the employee's principal or immediate supervisor using an Employee Leave

Request Form available at each school and at the District Office. Employees will not be required to give a reason for use of personal leave. Personal leave requests should be presented at least 24 hours in advance. The principal or immediate supervisor may deny the request for personal leave if ten percent of the work staff at that location has already been approved for the same day off. This measure is implemented in order to minimize the possibility of creating a shortage of work staff on a particular date.

Revised: 7-1-02; 7-26-05.

Bereavement leave

The District will allow an employee to use a maximum of 10 days of sick leave, personal leave, and/or annual leave per period of bereavement for a death in the immediate family. For the purposes of bereavement leave, immediate family is defined as the employee's spouse, child, foster child (as well as stepchild, legal ward, or "child" of the employee or spouse when acting in loco parentis), and the following relations to the employee or his/her spouse: mother, father, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or legal guardian (as well as a person who acted in the capacity of a parent to the employee or spouse when the employee or spouse was a child).

Revised: 7-1-04.

Annual leave

Employees scheduled to work two hundred and forty (240) or more days in a fiscal year shall earn annual leave at the rate of one day per calendar month during his/her first 120 months of service in the District. When the employee has 120 months of service in the District, he/she shall earn annual leave at the rate of one and one-half days per calendar month. Annual leave must be earned before it can be used. No annual leave shall be provided temporary employees, those employed for less than 30 hours per week, or those employed on a less than 12-month basis. Employees entering the TERI retirement program will accrue annual leave if they are otherwise eligible under District policy.

Annual leave can accrue up to 45 days plus one year's accrual (57 days if length of service is less than 120 months, 63 days if length of service is 120 or more months). Once the balance reaches 45 days plus one year's accrual, no time will be earned until the balance falls below the maximum limit.

Employees whose length of employment is reduced to less than two hundred and forty days in a fiscal year may elect one of the following options:

1. Elect to carry forward all accumulated annual leave for 12 months from the time of change. At the end of 12 months, any remaining leave balance will be paid at the employee's per diem rate of pay at the time of the schedule change.
2. Elect to be paid for all accumulated annual leave at the employee's per diem rate of pay at the time of the schedule change.
3. Elect a combination of options "1" and "2."

Reimbursement of Unused Annual leave

Upon retiring from employment with the District, exiting the TERI program, or separating from employment from the District for a reason other than retirement, an eligible employee may be paid his/her daily rate, calculated on the current year's salary schedule, for unused annual leave up to 45 days with the balance, if any, of his/her accumulated annual leave taken prior to the last day of employment. Once an employee receives payment for any unused annual leave, he/she will be unable to transfer those days to another state employer or use them if he/she should continue to be employed by the District in some capacity. No employee will receive payment for more than a total of 45 days of accumulated annual leave from the District during his/her lifetime.

Reinstatement of leave

A person who leaves the employment of the District will have all accumulated sick, personal, and annual leave benefits reinstated provided he/she is reemployed within a 12-month period.

A person who is granted a sabbatical leave approved by the District will have all sick, personal, and annual leave benefits reinstated provided he/she returns to work immediately after the sabbatical leave.

An employee who is terminated due to a reduction of force will have all accumulated sick and personal leave benefits reinstated provided the return to work occurs within the two-year recall period.

Revised: 7-26-05; 8-16-05; 7-1-06; 7-1-07; 7-1-14.

Emergency leave

For emergencies and unusual situations not covered by the leave policies of the District, an employee may request the Superintendent's authorization for use of sick leave days. The employee must submit the request in writing through his/her principal or supervisor to the Superintendent.

Legal absence

Employees should notify their principal or immediate supervisor as soon as they know they are being called for jury duty, subpoenaed, or involved in a court proceeding as a victim or a witness pursuant to the proceeding (see Sections 16-3-1510 and 16-3-1550 of the S.C. Code – "victim" also includes any individual's spouse, parent, child, or the lawful representative of a victim who is deceased, a minor, incompetent, or physically or psychologically incapacitated). The District will grant an employee leave without loss of pay when the employee is (1) summoned for jury duty, (2) subpoenaed in the line of duty to represent the District as a witness or defendant, or (3) involved in a court proceeding as a victim or witness as indicated in the preceding sentence. Any jury fee or travel payment shall be retained by the employee. An employee should submit a copy of a jury duty summons or subpoena to

his/her principal or supervisor. If an employee must appear in court for any reason other than the above, the District will deduct full pay from his/her salary or, if eligible, annual or personal leave days. Whenever a prospective juror or a juror is dismissed before the end of the working day, he/she should return to his/her official duties.

The District encourages school employees selected for jury service during the school term to request that their service be postponed to a date that does not conflict with school responsibilities. Pursuant to state law, the court will likely grant the postponement.

Legal references:

State.

S.C. Code § 16-3-1510 – Definitions.

S.C. Code § 16-3-1550 – Restrictions on employers of victims and witnesses . . .

Revised: 7-1-02; 7-1-04; 7-1-08.

Military leave

The District complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Code of Laws of S.C. in its handling of military leave and related matters – both of which take precedence over the District's policy on military leave. Principals and District-level division heads must post a current copy of the notice to employees concerning their rights under USERRA as published by the U.S. Department of Labor.

For the purpose of this policy, the fiscal year (July 1 – June 30) will be used to determine if an employee has received fifteen days of military leave.

In all cases, an employee must provide a copy of orders to duty and/or amendments to the department of Human Resources.

Leave for Employees Reserve/National Guard Training Obligation 365 days or less

Employees are authorized to take up to fifteen days military leave within a fiscal year without loss of pay, benefits, seniority, or efficiency rating consistent with District policy for one or more periods during which they are engaged in training or other duties ordered by an appropriate authority.

Leave for Employees Ordered Duty of more than 365 continuous days

Those employees who are ordered to continuous duty in excess of 365 days will be granted a onetime benefit of an additional fifteen paid days of military leave. The employee must return to work and be actively working at the district for a minimum of six months before they are again eligible to receive this additional fifteen days of pay.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) requires employers to provide certain reemployment and benefits rights to employees who serve or have served in the uniformed services.

At the beginning of military leave (regardless of whether leave is paid or unpaid), an employee may continue or drop all of his health-related coverage and/or all of his life insurance coverage. For Leave Without Pay (LWOP) purposes, health-related coverage includes health, dental and vision; and life insurance coverage to include Optional Life and Dependent Life. All employees that are going into active duty for more than fifteen days should meet with a member of the Benefits department prior to leaving for duty and immediately upon returning to district for employment.

If the employee chooses to continue coverage Horry County Schools will pay the employer share of the premiums for the first 31 days of unpaid military leave. After the first 31 days of unpaid military leave the employee will be required to pay the employer and employee portion of the premiums.

An employee on military leave is eligible for a total of 30 months of continued health, dental or vision coverage. If the employee elects to continue coverage, his LWOP continuation coverage will end after a maximum of 12 months. If the employee continues coverage for the entire 12 months, 18 months of COBRA coverage will be offered to the employee.

If the employee leaves for military service without explicit election to continue coverage and the premiums are not paid, coverage will be terminated and 18-month COBRA will be offered. Coverage may be reinstated upon discharge or release from active duty and return to work. Back premiums will not be required to reinstate health, dental and/or vision coverage.

Legal references.

Federal.

Uniformed Services Employment and Reemployment Rights Act.

State.

S.C. Code § 8-7-90: Leaves of absence authorized for public officers and employees in National Guard or reserve military forces.

S.C. Code § 25-1-2250: Leaves of absence for public officers and employees.

Revised: 7-1-02; 9-3-03; 7-1-04; 7-26-05; 7-1-06; 8-8-12.

Conferences and training workshops

The District believes that it is desirable to provide professional leave for staff members in order to attract and retain personnel who will continue to grow professionally and enhance their service to the District's students.

The District may grant temporary leave to an employee for the purpose of attending activities designed to improve employee competency or to improve the instructional or service programs of the District. The District reserves the right to determine if the proposed activity meets District needs.

Professional leave shall be without pay deduction. The employee must apply for professional leave through his/her principal or immediate supervisor in accordance with guidelines established by the District.

Post-secondary courses and certification

The District encourages staff members to continue their professional development education while employed by the District. However, employees are reminded that their most important obligation is to their instructional tasks, and education and certification activities should not be undertaken to the extent that they will detract from that primary obligation. Any schedule of such course work or other activities must be done so that they do not interfere with the employee's regular daily assigned duties with the District. An employee's written request to leave work early in order to attend a class or participate in certification activities will be considered on a case-by-case basis. In order for the employee to leave work early, the request must be approved by the employee's principal and by the appropriate executive director (requests from District-level employees must be approved by their department head and by the appropriate chief officer). Accrued personal leave, accrued annual leave, and/or leave without pay must be used by an employee who is given permission to leave work early.

College or post-secondary courses taught by employees must be scheduled so that they will not interfere with the employee's regular job duties.

Revised: 7-1-04; 7-1-06.

Sabbaticals

The District will grant sabbatical leave according to the conditions specified below.

1. Full-time administrative and teaching personnel will be eligible for consideration for one year of sabbatical leave after six consecutive years of employment with the District.
2. Leave will be granted without compensation.
3. The District will pay its portion of the employee's health insurance premium subject to the person's submitting his/her portion of the insurance premium to his/her benefits account manager in Human Resources no later than the first day of each month that the person is on sabbatical leave. If the employee does not return to employment with the District immediately after the sabbatical leave, the employee is responsible for reimbursing the District for the portion of the employee's health insurance premium paid by the District. Other benefits such as, but not limited to, accrual of leave and experience credit will not be granted.
4. No more than one percent of professional personnel will be granted leave at the same time.
5. In granting leave, consideration will be given by the District to the best interests of the District as well as to the employee.

6. The District guarantees the employee, upon his/her return to the District immediately after the leave of absence, a position equal to the one he/she held immediately prior to being granted sabbatical leave, but not necessarily the one he/she held.
7. The District will grant leave for advanced study, travel or other experiences which, in the opinion of the District, will enhance the worth of the employee to the District. As a condition for returning from sabbatical leave, the employee must furnish the District with documentation that the sabbatical leave accomplished the objective stated in the employee's Application for Sabbatical Leave.
8. The employee must file an application for leave with the Superintendent not later than March 1 for leave for the following school year. Applicants will be notified by April 1 of the decision of the District.
9. Employees on leave will notify the Superintendent by March 1 of their intention to return to the District the following school year. The District will provide employees on leave a contract for the following school year showing tentative assignment by April 15.

See, also: "Reinstatement of leave."

Revised: 7-1-04; 7-1-06; 7-1-07.

Family and Medical Leave Act (FMLA)

The District will provide leave to eligible employees consistent with the FMLA. Eligible employees are entitled up to 12 workweeks of unpaid family and medical leave in any 12-month period. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or a similar position after the termination of the leave in accordance with District policy.

The following guidelines will be used to provide a fair and systematic procedure by which eligible employees may take unpaid leaves of absence for family and medical reasons.

Eligibility requirements

To qualify for leave under this policy, an employee must have been employed by the District for at least 12 months as of the date on which the requested leave will commence. In addition, the employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Leave entitlement

An eligible employee is entitled to a total of 12 workweeks of unpaid leave during any fiscal year (July 1 through June 30):

1. For the birth of a son or daughter of the employee;

2. For the placement of a child with the employee for adoption or foster care ("foster care" is 24-hour care for children in substitution for and away from, their parents or guardian, by or with the agreement of the state or pursuant to a judicial determination);
3. To care for a spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; "son or daughter" means a biological, adopted, or foster child, stepchild, legal ward, or "child" of an employee standing in loco parentis when the child is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability (persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of a parent, a person who had such responsibility for the employee when the employee was a child); and/or
4. Because of a serious health condition of the employee that renders the employee unable to perform the essential functions of the position.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a "member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness" may be permitted to take up to 26 workweeks of leave to care for this individual.

An eligible employee who desires to take leave under this policy will request such leave from his/her immediate supervisor, who will then notify the Superintendent or his/her designee of the request. Requests will be responded to in a timely manner.

The entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the date of such birth or placement. If circumstances require, an employee may take family leave prior to the birth or placement of a child for prenatal care or to prepare for placement, e.g., to attend counseling sessions or appear in court.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility; or
2. Continuing treatment by a health care provider.

A serious health condition involving "continuing treatment by a health care provider" includes one or more of the following:

1. A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or
 - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
2. Any period of incapacity due to pregnancy or for prenatal care;
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition; a chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition);
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective – the employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (examples include Alzheimer's, a severe stroke, or the terminal stages of a disease); and
5. Any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, kidney disease.

A "health care provider" is:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices;
2. A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), authorized to practice in the state and performing within the scope of his/her practice as defined under state law;

3. A nurse practitioner or nurse midwife who is authorized to practice under state law and who is performing within the scope of his/her practice as defined under state law; and
4. A Christian science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Intermittent or reduced schedule leave

1. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave periods from one hour or more to several weeks.
2. A "reduced schedule leave" is a leave schedule that reduces an employee's usual number of working hours per workweek, hours per work day, or days per workweek.
3. Leave for the birth or placement of a child will not be taken intermittently or on a reduced schedule without the written consent of the Superintendent or his/her designee, who will consult with the employee's immediate supervisor before granting such consent.
4. Leave to care for a seriously ill spouse, son, daughter, or parent, or for the employee's own serious health condition may be taken intermittently or on a reduced schedule only when medically necessary.
5. If an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Superintendent or his/her designee may require such employee to transfer temporarily to an available alternative position for which the employee is qualified that (1) has equivalent pay and benefits and (2) better accommodates recurring periods of leave, or family leave (see below: "Intermittent or Reduced Schedule Leave for Instructional Employees").

Substitution of paid leave

Except as may be otherwise determined by the District when an employee is eligible by workers' compensation, the District requires an employee to use accrued paid annual, sick and/or personal leave time for any unpaid portion of FMLA leave. Such accrued leave will be substituted by the District for part or all of an employee's FMLA leave without limitation. Thus, the District requires an employee to use any accrued paid leave before taking unpaid leave, and the District counts both towards fulfillment of the 12-week FMLA total.

Foreseeable leave/notice required

1. When the necessity for leave for the birth or placement of a child is foreseeable based on an expected birth or placement, the employee must provide at least 30 days written notice to his/her immediate supervisor of the anticipated timing and duration of the employee's leave. The failure to provide such notice with no reasonable excuse for the

delay may result in the denial of a request for leave until 30 days after the employee provides notice.

2. If the date of the birth or placement requires leave to begin in less than 30 days, the employee must provide as much notice as is practicable.
3. When leave to care for a seriously ill spouse, child, or parent, or for an employee's own serious health condition, is foreseeable based on planned medical treatment, the employee:
 - a. Must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations, subject to the approval of the health care provider;
 - b. Must provide at least 30 days written notice to his/her immediate supervisor of the anticipated timing and duration of the employee's leave, except that if the date of treatment requires leave to begin in less than 30 days, the employee must provide as much notice as practicable.

Spouses employed by the District

If a husband and wife entitled to leave are employed by the District and both take leave for the birth or placement of a child or to care for a seriously ill parent, the aggregate number of workweeks of leave to which both may be entitled may not exceed 12 workweeks during any 12-month period.

Certification

1. A request for leave to care for a seriously ill spouse, child, or parent, or for the employee's own serious health condition must be supported by a certification issued by the health care provider of the employee or family member. The District has forms available which an employee may use for this purpose.
2. The certification must contain the following information:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts regarding the condition;
 - d. For leave taken to care for a seriously ill spouse, child, or parent, a statement that the employee is needed to care for the spouse, child, or parent and an estimate of the amount of time the employee will be needed for that purpose;

- e. For leave taken due to an employee's serious health condition, a statement that the employee is unable to perform the essential functions of the position;
 - f. For intermittent or reduced schedule leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
 - g. For intermittent or reduced schedule leave for an employee's serious health condition, the statement of the medical necessity for the intermittent or reduced schedule leave and the expected duration of such leave;
 - h. For intermittent or reduced schedule leave to care for a seriously ill spouse, child, or parent, a statement (1) that the employee's intermittent or reduced schedule is necessary for the care of the spouse, child, or parent or will assist in their recovery and (2) concerning the expected duration and schedule of the intermittent or reduced schedule leave.
- 3. If the Superintendent or his/her designee or the employee's immediate supervisor has reason to doubt the validity of a certification, he/she may require, at the District's expense, the employee obtain the opinion of a second health care provider designated or approved by the Superintendent or his/her designee.
 - 4. A health care provider designated or approved by the Superintendent or his/her designee will not be one who is employed on a regular basis by the District.
 - 5. If the first and second opinions of the health care providers are conflicting, the Superintendent or his/her designee may require the employee to obtain a third opinion at the District's expense. The employee and the Superintendent or his/her designee must jointly select the third health care provider from a health care provider other than a Christian Science practitioner.
 - 6. The Superintendent or his/her designee may require subsequent recertification on a reasonable basis, but no more often than every 30 days unless:
 - a. The employee requests an extension of leave;
 - b. The circumstances described by the original certification have changed significantly; or
 - c. The Superintendent or his/her designee receives information which casts doubt on the continuing validity of the prior certification.

Employment and benefits protections

1. Restoration to position.
 - a. Any employee who takes leave for the intended purpose of the leave will be entitled on return from leave to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
 - b. The taking of leave will not result in the loss of employment benefits accrued prior to the date on which leave commenced.
 - c. A restored employee is not entitled to the accrual of seniority or employment benefits during the period of leave or to any right, benefit, or position of employment other than that to which the employee would have been entitled had the leave not been taken.
 - d. As a condition of restoration for an employee who has taken leave due to his/her own serious health condition, the employee must provide a certification from the health care provider stating that the employee is able to resume work. Until such a certification is provided, reinstatement will be denied.
 - e. An employee on leave must report periodically to his or her immediate supervisor on his or her status and intention to return to work.
2. Exemption of certain highly compensated employees.
 - a. The Superintendent or his/her designee may deny restoration to a salaried employee who is among the highest paid ten percent of District employees if:
 - (1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the District;
 - (2) The Superintendent or his/her designee notifies the employee of the intent to deny restoration at the time he/she determines such injury would occur; and
 - (3) If leave has commenced, the employee decides not to return to work.
 - b. If the Superintendent or his/her designee believes that reinstatement may be denied to a key employee, the Superintendent or his/her designee must give written notice to the employee at the time leave is requested that he or she qualifies as a key employee. In addition, the employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if it is determined that substantial and grievous economic injury will result from the employee's reinstatement.
 - c. As soon as the Superintendent or his/her designee determines that such an injury will result from reinstatement, he/she must again notify the employee in writing of this determination, and advise the employee that the District cannot deny leave but that

it intends to deny restoration to employment on completion of the leave. This notice must be delivered in person or by certified mail. It also must explain the basis for the finding that substantial and grievous economic injury will result and must provide the employee a reasonable time in which to return to work.

- d. If the employee elects to remain on leave, the District will continue to maintain his/her health benefits until the employee gives notice that he or she no longer wishes to return to work or until reinstatement is actually denied at the conclusion of the leave.
 - e. Once the key employee's leave has expired, he/she is entitled to request reinstatement. The Superintendent or his/her designee must then determine whether there will be substantial and grievous economic injury from reinstatement, based on the facts at that time. If it is determined that such an injury will result, the Superintendent or his/her designee shall notify the employee in writing of the denial of restoration. This notice must be delivered in person or by certified mail.
3. Maintenance of health benefits.
- a. During an employee's leave, the District will maintain coverage under any group health plan at the level and under the conditions that would have been provided if the employee had continued in employment continuously for the duration of the leave.
 - b. The employee must continue to pay his/her portion of all insurance premiums to maintain coverage. If an employee's premium payment is more than 30 days late, the District may discontinue coverage of the employee under the policy. The District will provide 15 days advance notice before cancellation of coverage.
 - c. If coverage lapses because an employee has not made premium payments, upon the employee's return from leave, the District will restore the employee to coverage and benefits equivalent to those the employee would have had if leave had not been taken and the premium payments had not been missed.
 - d. If the District continues coverage under the policy by paying the employee's portion of the premiums, the District is entitled to recover all such payments. Further, the District may recover from an employee its share of health plan premiums paid during a period of leave under this policy if the employee fails to return to work at the expiration of the leave, unless the reason for the employee's failure to return is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. If an employee fails to return because of the continuation, recurrence, or onset of a serious health condition, the employee must provide a certification of the employee's or family member's serious health condition. The District also will not seek recovery for its share of premiums for any portion of paid leave substituted or used by an employee.

Intermittent or reduced schedule leave for instructional employees

If an eligible staff member employed principally in an instructional capacity requests leave to care for a seriously ill spouse, child, or parent, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the Superintendent or his/her designee, in consultation with the principal, will require that the employee elect either:

1. To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatments or
2. To transfer temporarily to an available alternative position for which the employee is qualified that has equivalent pay and benefits and which better accommodates recurring periods of leave.

Rules applicable to periods near the conclusion of an academic term for employees employed principally in an instructional capacity

1. If an eligible staff member employed principally in an instructional capacity begins leave more than five weeks prior to the end of an academic semester, the Superintendent or his/her designee, in consultation with the principal, may require the employee to continue taking leave until the end of the semester if:
 - a. The leave is of at least three weeks duration and
 - b. The return would occur during the three-week period before the end of the term.
2. If an eligible staff member employed principally in an instructional capacity begins leave for the birth or placement of a child or to care for a seriously ill child, spouse, or parent during the period that commences five weeks prior to the end of an academic semester, the Superintendent or his/her designee, in consultation with the principal, may require the employee to remain on leave until the end of the semester if:
 - a. The leave is greater than two weeks and
 - b. The return to employment would occur during the two-week period before the end of the term.
3. If an eligible staff member employed principally in an instructional capacity begins leave for the birth or placement of a child or to care for a seriously ill spouse, child, or parent during the period that commences three weeks prior to the end of an academic semester and the duration of the leave is greater than five working days, the Superintendent or his/her designee, in consultation with the school principal, may require the employee to continue taking leave until the end of the term.
4. If the District requires an employee to remain on leave until the end of an academic term and this results in the employee taking more leave than is necessary to resolve the condition which necessitated the leave, the additional leave time required to be taken

will not be deducted from the employee's total available FMLA leave. The employee, however, will continue during this time to be entitled to the maintenance of health benefits and job restoration in accordance with this administrative rule.

Legal references:

Federal.

United States Code P.L. 103-3 and 29 CFR Part 825 – The Family and Medical Leave Act of 1993.

State.

S.C. Code § 8-7-20 – Requires granting of military leave, without pay up to five years.

S.C. Code Section 8-7-90 – Requires 15 days per year of leave with pay for members of National Guard and Reserve Units of the various Armed Forces. Also grants and additional 30 days of leave with pay in emergency situations.

S.C. Code § 14-1-190 – Compensation received for jury duty deemed to be expense money.

S.C. Code § 14-7-845 – Relating to optional postponement of jury service for students and employees.

S.C. Code § 25-1-2250 – Employees entitled to leave with pay when serving in National Guard.

S.C. Code § 59-1-400 – Sick leave for public school district employees.

Revised: 7-1-04; 7-26-05; 7-1-09.

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May 9, 2019

Mary Anderson
Horry County School District
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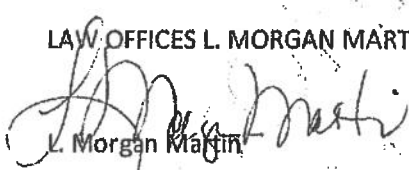
Re: Major Jason J. MacDonald

Dear Ms. Anderson:

Please accept this letter as a request for a hearing before the Board of Trustees prior to Board action on the recommendation of non-renewal of the contract of Jason J. MacDonald's contract. Such request for hearing is pursuant to SC Code §59-25-470 and will await notification of the date and time of said hearing.

Sincerely,

LAW OFFICES L. MORGAN MARTIN, P.A.


L. Morgan Martin

LMM/tt

cc: Ken Richardson, Chairman

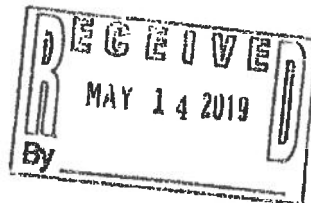
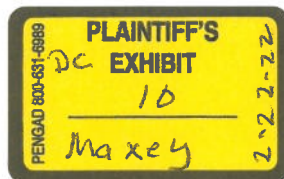


EXHIBIT I

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF HORRY) CASE NO.: 2020-CP-26-05790

3
 4 Major Jason J. MacDonald,)
 5 Plaintiff,) Deposition of:
 6 vs.) Sterling Mosby
 7 Horry County School District,) Tuesday, January 24, 2023
 8 Dr. Rick Maxey, in his) 1:33 p.m. - 1:55 p.m.
 9 individual and official)
 10 capacities, Michael)
 11 McCracken, in his individual)
 12 and official capacities, and)
 13 Mary Anderson, in her)
 14 individual and official)
 15 capacities,)
 16 Defendants.)
 17 _____)

18
 19
 20 Deposition on oral examination of Sterling Mosby,
 21 reported by Jennifer Nottle, Court Reporter and Notary
 22 Public in and for the State of South Carolina; pursuant to
 23 Rule 30 of the South Carolina Rules of Civil Procedure;
 24 said deposition was taken via teleconference, on Tuesday,
 25 the 24th day of January, 2023.

APPEARANCES:

Representing the Plaintiff:

JANET E. RHODES, ESQUIRE
Mike Kelly Law Group
1523 Huger Street, Suite A
Columbia, South Carolina 29201

Representing the Defendants:

SAMUEL F. "BUDDY" ARTHUR, ESQUIRE
Aiken, Bridges, Elliott, Tyler & Saleeby, P.A.
181 Evans Street, Suite 409
Florence, South Carolina 29506

and

KENNETH S. GENERETTE, ESQUIRE
Horry County Schools
Post Office Box 260005
Conway, South Carolina 29528

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(Copies of exhibits attached.)

Plaintiff's Exhibit No. 1 (9 pages).....	8
- Resume and References	

* * * * *

Court Reporter's Legend:

dashes [--] Intentional or purposeful interruption

[ph] Denotes phonetically written

[sic] Written as said

This deposition is taken in accordance with the
South Carolina Rules of Civil Procedure.

It is agreed and stipulated by the deponent and
respective counsel that the reading and signing of the
deposition by the deponent is expressly waived.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal complies with Rule 210(g),
SCACR.

s/Lydia Robins Hendrix
Lydia Robins Hendrix (SC Bar No. 106334)
Counsel for Appellants