THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2010-CP-10-7699

Charles Smith, Charleston County School District and James Island High School — Respondents,

v.

Jane Doe, — Appellant.

RECORD ON APPEAL
VOLUME IV OF V

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when those went blank, when they were repressed?
A. I don't recall anything after the suicide attempt. So I would think that --
Q. But you recalled the rest of '89 and '90.
A. That's not what I said. I said after the suicide attempt I didn't remember after that, other than whenever I picked up going to Turner Job Corps, whatever the time period was in there. 14:16:43
Q. So you're saying that you've repressed all that? 14:16:59
A. Yes.
Q. Anything that happened --
A. Yes.
Q. -- in your life between suicide and the Job Corps? 14:17:06
A. Yes. I recall the suicide attempt and then my memories pick up where I was going to Job Corps.
Q. Between those two points, you don't remember anything?
A. No, sir. I'm not saying that something won't come as time goes. 14:17:25
Q. I understand, but right now you don't?
A. I know that I remember being in Sadie Brown's class. I don't know if that was after the suicide attempt or if it was before. There are 14:17:58

a few things, but I don't know in what order they were in.
Q. Uh-huh.
A. So if I tell you that I don't remember anything and I did remember being in her class and it was later, I don't remember what the time. 14:18:13
Q. You just don't remember the time when you were in her class, but you do have a memory of being in her class?
A. Yes, sir. 14:18:25
Q. Okay. So I think what you're saying is you don't remember the exact time when these memories were repressed, but you just know that during that time you didn't recall them?
A. Can you please repeat that? 14:18:42
Q. You can't identify a time when, okay, at this point the memories went away?
A. After the suicide attempt.
Q. That's when they went away?
A. That's when I don't remember. So, I mean -- 14:18:55
Q. I think it's just -- it's just a confusing thing to ask about, but what I'm not asking about is when the -- what you can remember today. What I'm asking is at what point did you stop remembering the incidents with Mr. Smith? 14:19:17

A. I don't know. I don't know how to answer that.
Q. You just can't identify the point?
A. Yeah.
Q. I didn't think so, but I just thought I'd ask. Now, the last thing I want to ask you about is the trigger, what caused you to remember these instances? I think you said it was a nightmare -- 14:19:36
A. Yes.
Q. -- that you had. You were sleeping during the nightmare? 14:19:45
A. Yes.
Q. And you woke up and then that's when you remembered these or they came out slowly?
A. Slowly came out. 14:19:56
Q. What was the first memory you had after the nightmare that was from the period of repression?
A. I don't recall. It was – it's – I just slowly started remembering stuff. I can't tell you what order everything come in, because everything come in pieces and then I started remembering the whole memory, so I don't know exactly how to answer that. 14:20:08
Q. Well, I understand it's hard to bring everything 14:20:25

back, but just from my point of view, trying to understand your repression, it's important to know how it came back to you as best you can remember. So I know that you had this nightmare and you woke up and then you – you – and I'm unclear from there. Maybe you can explain. 14:20:44
What did you think when you -- after you woke up from this nightmare, what were you thinking that made you think it was just anything but another nightmare? 14:20:58
A. I was just scared. I was just scared.
Q. But you've had nightmares before where you've woke up and been scared, right?
A. No. I don't have very many nightmares. I just – I don't dream. I mean, I don't -- it's not – 14:21:12
Q. So it was unusual for you to have a dream?
A. It was unusual for me to dream/nightmare, any of that.
Q. All right. So when you woke up and you thought this is unusual, all you thought of was – all you remembered was Mr. Smith standing over you in the nightmare, but you didn't remember any of the other instances at that point? 14:21:25
A. No. And he was smiling, because he was standing 14:21:42

over me.
Q. And then the rest of the memories came out during therapy; is that right?
A. No. From that point on into therapy. I mean, there was several months that had passed from 14:21:58 that point.
Q. Until you went to therapy?
A. Until I started therapy. I'm not sure exactly what the date was that I started therapy.
Q. Yeah. 14:22:08
A. But it was the -- maybe in the later summer, fall time.
Q. From -- when you went to therapy had you basically remembered all the instances at that point or were there some that came out only in 14:22:19 therapy?
A. No. I remembered them, but I was having a problem dealing with them.
Q. I understand that. So you had remembered them all by the time you went to therapy to help deal 14:22:36 with them?
A. I may have recovered something in therapy through talking in exposure exercises that I did with my therapist, stuff that I pointed out.
Q. Well, I guess I'm just -- I'm trying to put 14:23:07

myself in your shoes so I can understand it and try to figure out how it would come back to me.
A. Is it possible to put you in my shoes?
Q. I'm trying to think of just my memory, losing my memory and trying to figure out how it would 14:23:30 come back, so I'm trying to understand. Where I lose you is, okay, you wake up and you have a nightmare about Mr. Smith, when did the specific detail of these instances, you know, like the books were on the desk, we were reading 14:23:45 geography, when did all that come back to you?
A. Here's the thing and this may be why we're having an issue with these questions. You're asking me to explain something to you that I don't understand myself. 14:23:57
Q. I'm not asking you to explain how did it happen, I'm asking you when did you remember it. That's something you should be able to tell me. Was it immediate, boom, you woke up and you remembered all this detail or was it, okay, I remember this 14:24:14 fact and then I remember a little bit more and then a little bit more, or how did -- and if it was that way, explain that to me and how did it happen?
A. It was after the nightmare and I woke up, I 14:24:25

would remember a little bit more and then I would remember a little bit more.
Q. What was the first incident?
A. And it would cause a lot of anxiety and I didn't know how to cope and deal with it. 14:24:43
Q. I understand.
A. And then I was so overwhelmed, because I was trying to function.
Q. Okay. And you just testified that you remember a little bit more, then a little bit more. Do 14:25:00 you remember what the first thing you recovered was? What was the first wrongful thing that Mr. Smith did to you that you recovered?
A. I don't remember in what order I recovered the stuff. 14:25:14
Q. Okay.
A. The --
Q. You don't remember what order you recovered them in? All right. Let's see, just a couple clarifications and I'm just about done. You 14:25:31 know we had the discussion with Sadie Brown. She never said anything to you about suspecting Mr. Smith of anything, did she?
A. I can't remember exactly what the conservation is that we had a couple of years ago, but when I 14:25:57

advised her that I was sexually abused by Charlie Smith, she didn't at all seem surprised.
Q. What did she say. I'm gonna have to ask you what she said?
A. I don't recall exactly what she said. 14:26:15
Q. Uh-huh.
A. But I do recall her response not being surprised.
Q. But she didn't say -- you don't remember any words that she said? 14:26:24
A. I don't recall exactly what she said.
Q. Do you remember generalities of what she said?
A. I remember her having a smirky grin on her face and not being surprised. That's what I remember. I don't remember exactly what she 14:26:47 said.
Q. You remember a smirky grin, but you don't remember what she said?
A. I don't remember exactly what she said.
Q. You're using the word, "exactly", but you're not 14:26:56 giving me any --
A. I don't remember what she said because --
Q. That's fine.
A. -- it was during a time I was in treatment. I don't remember. I had a lot on my plate at the 14:27:06

time, sir, meaning in dealing with the PTSD.
Q. Understand. All right.
MR. QUISENBERRY: Robin, do you have anything else?
MS. JACKSON: I just have like two more questions. 14:27:28
MR. QUISENBERRY: Okay. Go ahead.
MS. JACKSON: Do you have any questions?
MR. EDWARDS: (Indicating.) 14:27:34
THE DEPONENT: Can you please move up here so you're closer?
MS. JACKSON: Sure.
R-E-E-X-A-M-I-N-A-T-I-O-N
BY MS. JACKSON: 14:27:43
Q. You have mentioned several times that -- while -- answered questions by saying this was while I was in treatment for PTSD. Does that mean that you were no longer treating for PTSD?
A. I'm not in treatment with MUSC for PTSD. **14:28:18**
Q. Okay. And you've also said several times that you don't remember, but you may remember or -- are you doing anything now with any counselor, doctor, therapist, in order to help you continue to develop memories? 14:28:45

MR. EDWARDS: Object to the form.
A. I am currently working with Tonya Bolton, but I have a very difficult time going back into therapy, because it was so hard for me while I was in therapy to deal with the issues that I **14:29:17**
was having with PTSD and some of the issues that I'm still having.
Q. Okay. But in the therapy that you're having with Tonya Bolton are you dealing with the feelings and memories that have already surfaced 14:29:36
or are you trying to develop additional or trying to recall additional memories?
A. She's trying to help me figure out how to put my life back together. That's --
Q. I'm sorry. 14:30:05
A. That's my answer.
Q. Okay. Are you trying to do anything to try to recall additional memories?
A. I continuously find myself struggling to control the anxiety that I feel multiple times **14:30:31**
throughout a day. And I am struggling just to do that. I'm sorry, what was your question, again?
Q. My question is are you trying to do anything to help yourself recover additional memories? 14:31:07

A. Not currently at this time. But I need to go back into therapy and I recognize it, but I don't want to.
Q. Okay. And do you feel that you need to go into therapy to deal with the things that have 14:31:34
already come up since 2007 or do you want to go into therapy or do you feel the need to go into therapy in order to try to recover additional memories of that time period?
A. I need to go into therapy – back into therapy **14:31:53**
to continue to be able to function and if that means going into deal with the memories again, then that's what I need to do.
Q. When was the most recent time that you recovered a new memory of the time period between '88 and 14:32:26
February of '89?
A. I don't recall. And the reason that I don't recall recovering new memories is because now I currently live on James Island and I'm **14:32:48**
remembering so much from if I ride around on my mom's golf cart and I'm seeing things that are familiar and that I remember, so I would have to say that's probably happening all the time to me, because I'm in a familiar area that I'm seeing things that I now remember. **14:33:10**

Q. Okay. Have you been back inside the James Island High School?
A. Actually into the building itself?
Q. Yes.
A. No. But I've spent a lot of time around the **14:33:41**
building to help deal with the anxiety that it created for me.
Q. Right. And we saw those photographs. I just didn't know if you had been inside the building?
A. I have been inside the building. I was in the **14:34:03**
library.
Q. When?
A. Within the last three years since this lawsuit's been filed.
Q. Why were you in the library? 14:34:23
A. To look at old yearbooks. I was in there with permission.
Q. On the damages front, I just want to make sure that I understand the categories of damages. I know we've talked about the physical injury 14:35:00
damage and the emotional injury damage. Are there any other kinds of damages? Are there any tangible damages and by tangible I mean something for which you have a receipt like you had to go and buy -- for example, somebody in a 14:35:22

car accident may have to go buy a neck brace. Is there anything with regard to this situation that you have had to go and get, for which there would be either a tangible item or receipt or something like that? 14:35:40

A. I'm currently still on medication, so those receipts continue to come in.

Q. And have you provided those receipts to your attorney?

A. I can't provide future receipts to my attorney, 14:35:47 I don't think.

Q. Have you been on Zoloft?

A. I've been on Zoloft for a while.

Q. And have you provided those receipts to your attorney? 14:35:58

A. I don't believe I went to Wal-Mart and got a printout of the medication.

Q. How much do you pay for your prescriptions?

A. With my insurance, $8 a month for the Zoloft, the generic brand. And I can't recall how much 14:36:20 I paid for the Ativan or the one for my stomach.

Q. Okay. And you were taking the Zoloft prior to 2007, you were taking that prior to the development of these memories, correct?

A. I took it, I want to say, because the doctor 14:36:45

told me to take it prior to 2007, but I didn't take it very long, I don't believe, from Franklin C. Fetter.

Q. Okay. And do you think that your doctor would tell you to take something that you didn't need? 14:37:26

A. I don't know.

Q. Well, would you take a medication if you thought you did not need it?

A. If the doctor told me to take it, I most likely would. There was a time that I stopped taking 14:37:45 it between the time I was at Franklin C. Fetter's and the time I believe I went to Sherry Viduya next.

Q. Where is she?

A. I think she's in -- she's in Goose Creek, but 14:38:24 I'm thinking that was what her name was. I need to refer to the records.

Q. Would that be Palmetto Primary Care?

A. In Goose Creek?

Q. (Indicating.) 14:38:44

A. Yes, ma'am.

Q. Okay. And I'm sorry, did you say that you thought you had stopped taking it sometime before you had these recollections?

A. I stopped taking it for a short period of time, 14:39:05

sometime between those two facilities, I believe.

Q. Okay.

A. And like I said, I need to refer back to the records because I'm not 100 percent sure in 14:39:24 there. It's been five years.

Q. Okay. Did you ever apply for a position as a police officer anywhere?

A. Yes.

Q. Where? 14:39:36

A. I don't recall. I've applied various places over the last 25 years.

Q. Okay. Were you ever hired?

A. No, ma'am.

Q. Why not? 14:39:52

A. I don't know.

Q. Did you ever ask?

A. I don't believe I ever followed up with it after I received a letter.

Q. Do you remember if you applied to be a law 14:40:08 enforcement officer with any of the agencies in Charleston County, which would include the City of Charleston Police Department, the City of North Charleston Police Department, or the Charleston County Sheriff's Office for a law 14:40:22

enforcement position?

A. I currently have a law enforcement position, so can you please rephrase that?

Q. Let me clarify. Not as a detention officer, but as a police officer or sheriff's deputy with 14:40:36 full arrest powers?

A. I may have. Like I said, I have applied at several. I did apply at North Charleston.

Q. And at what stage in the application process did you get? 14:40:56

A. To the physical agility test and I didn't show up, so I don't know if you call that a denial. I just didn't proceed with the position.

Q. Why not?

A. Because I have 15 years in detention and 14:41:08 corrections. I'm very comfortable in my job and I just don't really want to be a police officer. I have nine years until I retire.

Q. So why did you apply?

A. I don't know, I just did. 14:41:25

Q. When was that?

A. I think I applied because there were so many people at the detention center who were leaving to go to North Charleston and I just fell in with the crew of applying. 14:41:49

Q. So you didn't want the job?
A. I wasn't sure if I wanted it.
Q. You just told me you didn't want to be a police officer.
A. Well, then I made the decision I didn't want to be a police officer and I like what I was doing. So I guess I had to -- I put in for it and then decide if I really, really wanted to change jobs. 14:42:01
Q. When was that? 14:42:10
A. Within the last two years, maybe.
Q. Do you remember if you applied at the City of Charleston Police Department?
A. I don't recall. I did work with the explorers, but I don't know if I ever put in with them, 14:42:36 because I think you have to have a bachelor's degree or associates degree, so I don't recall if I did.
Q. Okay. Do you recall whether you were given a polygraph at North Charleston? 14:42:47
A. No, I wasn't given a polygraph at North Charleston.
Q. Was the physical fitness part of the application process, was that at the beginning?
A. Yes, ma'am. 14:43:00

Q. Are there any other law enforcement agencies that you recall applying?
A. Not off the top of my head. I've applied at many over the years. I don't --
Q. Do you think that North Charleston is the most recent one that you've applied for? 14:43:16
A. Yes, ma'am.
Q. What is your rank at the detention center?
A. DFC detention, first class.
Q. Are you a field training officer? 14:43:40
A. I was.
Q. Why are you no longer?
A. I decided that I didn't want to be a field training officer any longer.
MS. JACKSON: All right. Let's take a five minute break and I think I'm done. I think we're all done. 14:44:28
(Whereupon, there was a short break in the proceedings.)
MS. JACKSON: All right, [redacted] I don't have any further questions. I thank you for your time. We will hold the deposition open on behalf of my client solely for the purpose of if it is -- if we are told 14:54:16 14:54:35

that you have recovered additional memories, then I would hold the deposition open to be able to question you about any new additional memories that you may recover from this day forward. Is that agreeable? 14:54:51
MR. EDWARDS: I don't have a problem with that.
THE DEPONENT: Yes, ma'am.
MS. JACKSON: Do you have anything else? 14:55:00
MR. QUISENBERRY: No, that's it.
MS. JACKSON: You have the right to read and sign your deposition or you can waive it. Reading and signing means that the court reporter is gonna type it up. She'll put it in a booklet, she'll give it to you. You can't change your answers, but what you do is you review it to make sure that she typed up correctly what you said. And usually the things that get corrected are things like maybe the spelling of a name is wrong or like when Trafalgar when you were talking about maybe she misheard 14:55:07 14:55:17 14:55:28

you or something. It's very rarely do people find mistakes, but occasionally they do. There's a sheet for you to make corrections or you can waive it. It's totally your choice and nobody could tell you what you want to do. You just tell the court reporter and if you want to review it, then you and your attorney can decide whether you want the court reporter to send it to your attorney and he'll forward it to you or if you want the court reporter to send it directly to you. It will come with instructions if that's what you want to do. 14:55:42 14:55:52 14:56:02
THE DEPONENT: I want to review and sign it, but please send it to my attorney who will forward it to me.
MS. JACKSON: All right. Thank you very much. 14:56:09
(This deposition concluded at 2:56 p.m.)
(Signature reserved.)

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Nicole D. White, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

_____ Date _____
Nicole D. White
Notary Public in and for the
County of Charleston
State of South Carolina

My Commission expires September 11, 2017

ERRATA SHEET

RE: Jane Doe -vs- Charleston County School District

DEPOSITION OF: [redacted]

Please read this original deposition with care, and if you find any corrections or changes you wish made, list them by page and line number below. DO NOT WRITE IN THE DEPOSITION ITSELF. Return the deposition to this office after it is signed. We would appreciate your prompt attention to this matter.

To assist you in making any such corrections, please use the form below. If supplemental or additional pages are necessary, please furnish same and attach them to this errata sheet.

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SUBSCRIBED and SWORN TO before me this _____ day of _____, 2011

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My Commission expires:_____

A

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Exhibit G

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF CHARLES SMITH

JANE DOE,

Plaintiff,

vs. Case No. 2010-CP-10-7699

CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT, and JAMES ISLAND HIGH SCHOOL,

Defendants.

DEPONENT: CHARLES SMITH

DATE: February 28, 2012

TIME: 9:45 A.M.

LOCATION: THE RICHTER FIRM
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina

REPORTED BY: TERI L. HORIHAN
NCRA REGISTERED PROFESSIONAL REPORTER
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APPEARANCES

ON BEHALF OF JANE DOE:

THE RICHTER FIRM
BY: AARON EDWARDS
BY: LAWRENCE E. RICHTER
622 Johnnie Dodds Boulevard
Mount Pleasant, SC 29464

ON BEHALF OF CHARLES SMITH:

SENN, McDONALD & LEINBACH
BY: ROBIN L. JACKSON
3 Wesley Drive
Charleston, SC 29407

ON BEHALF OF CHARLESTON COUNTY SCHOOL DISTRICT and JAMES ISLAND HIGH SCHOOL:

YOUNG CLEMENT RIVERS
BY: BRIAN L. QUISENBERRY
28 Broad Street
Charleston, SC 29401

Also Present: [redacted]

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CHARLES SMITH,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. EDWARDS:

Q. State and spell your name for the record, please.

A. Charles Smith, C-H-A-R-L-E-S S-M-I-T-H.

Q. Your address?

A. [redacted], South Carolina, [redacted].

Q. How long have you been at that address?

A. Approximately 38 years.

Q. Do you own that home?

A. Yes.

Q. Are you married?

A. Yes.

Q. Your wife's name?

A. I have to spell it for you. C-H-I-A-K-I, Chiaki.

Q. C-H-I-A-K-A?

A. No. K-I.

Q. K-I. Chiaki. And Smith is the last name?

A. Yes.

Q. That's an unusual name. Does it have any

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special meaning?
A. Her first name, you mean?
Q. Yes.
A. It's Japanese.
Q. Okay. How long have you been married?
A. About 40 years.
Q. Now, if I asked her that question, would she say about 40 years, or would she know the number?
A. She would probably know exactly.
Q. Okay. Do you know exactly?
A. Not right offhand, no.
Q. Do you have children?
A. Yes.
Q. How many?
A. One.
Q. And their name?
A. Kimberley.
Q. How old is Kimberley?
A. Kimberley is 26.
Q. And her last name?
A. Smith. Well, it's Tran now. She's married. T-R-A-N.
Q. Where does she live?
A. She is in California.
Q. Do you have any other family members in

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Charleston County?
A. Yes.
Q. Over the age of 18?
A. Yes.
Q. Okay. How many, roughly?
A. One.
Q. And their name?
A. Rick.
Q. Smith?
A. Yes.
Q. And what is his relation to you?
A. Brother.
Q. Older or younger?
A. Younger.
Q. How much younger?
A. Approximately 12, 13 maybe. 13 years younger.
Q. Okay. What does he do?
A. He is the head of the nursing at a Johns Island nursing home.
Q. When you said head of the nursing home, what exactly does that mean?
A. He's in charge of making sure most of the nurses do all their required --
Q. So he's in charge of the nurses themselves?

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A. Well, it's kind of complicated. In a way. He does a lot of the checking up behind them to make sure medications were distributed. He does a lot of the book work for patients doing -- getting it paid for for the nursing home.
Q. And are you and your brother close?
A. Yes.
Q. Does he know about this lawsuit?
A. Yes.
Q. Have you discussed it with him?
A. After the allegations were -- came out.
Q. How did that come up?
A. We just talk about anything that relates to the family.
Q. So what did you say to him?
A. I just told him that there was allegations about me and this young lady about 25 years ago.
Q. And what was his reaction?
A. He just said, I don't understand.
Q. What about your wife? Talk to her about it?
A. Yes.
Q. How does she feel about it?
A. She is quite upset with everything.
Q. That's understandable. Has that caused discord in your marriage?

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A. No.
Q. Okay. What about your daughter?
A. Yes, she knows.
Q. And you told her?
A. Yes.
Q. Does she ever visit from California?
A. She hasn't from California.
Q. How long has she been there?
A. About six months.
Q. Okay. And before then, she lived here?
A. No.
Q. Okay. Where did she live before?
A. Wichita, Kansas.
Q. All right. When was the last time that you actually saw each other?
A. About three weeks ago.
Q. Did you travel to visit her?
A. Yes.
Q. In California?
A. Yes.
Q. All right. How long did you stay there?
A. Seven days.
Q. Was this a planned trip?
A. Yes.
Q. How long had it been planned?

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A. Probably about two months.
Q. I understand that you recently had a surgery.
A. Yes.
Q. Can you tell me what that surgery was and what it was for?
A. It was to remove two disks in the back of my vertebrae because they were pushing on the spinal cord. And they needed to remove them and replace them with a titanium plate in order to relieve the pressure off the spinal cord because they said if eventually it was not done, I could be paralyzed on that side.
Q. How long had that been a problem for you?
A. About six months.
Q. Okay. Any problems with your -- is it your back or your neck?
A. Neck.
Q. Any problems with your neck prior to that?
A. No.
Q. Any other physical ailments or disabilities?
A. Like what do you mean?
Q. Got a bum knee? Your shoulder hurt? Anything like that?
A. With the surgery, I had problems with my

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shoulders.
Q. With your shoulder?
A. (Witness nodded.)
Q. Are you prescribed medication?
A. Yes.
Q. Are you taking that medication now?
A. No.
Q. Were you -- but you were prescribed medication?
A. Yes.
Q. What was that medication?
A. It was -- I've got to think of the name. Oh, gosh. It was pain medication. I -- the name's just slipped my mind. I can't think of what the name of it was.
Q. Do you know what type of pain medication it was? Maybe not the brand name, but was it a morphine, codeine, anything like that that you know of?
A. It was a muscle relaxer.
Q. And what -- did that have any side effects on you?
A. Drowsiness. Tired.
Q. Just made you kind of tired?
A. Uh-huh.

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Q. Okay. And when was your surgery?
A. Surgery was February 4th.
Q. After the surgery, were you in a good deal of pain?
A. Not necessarily.
Q. How long have you been off medication?
A. I took myself off of it probably four days after. The pain medication, I took myself off about four days after surgery.
Q. The last deposition that you attended, do you remember that?
A. Yes.
Q. Do you remember who it was?
A. It was -- you mean the -- who the deposition was about?
Q. Who the witness was.
A. Who the witness was?
Q. Sure, yeah. The person who was being deposed.
A. Yes.
Q. Okay. Who was it?
A. [redacted]
Q. Okay. And you attended that, didn't you?
A. Yes.
Q. And that was how long after your surgery?

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A. Let's see. That would have probably been -- I think that was before my surgery.
Q. Before your surgery?
A. With hers. With her mother, it was after my surgery.
Q. I'm talking about the very most recent deposition that you attended. Do you remember that?
A. Yes. That was her mother.
Q. Okay. And that was after your surgery?
A. Yes.
Q. Do you remember how long after your surgery that was?
A. No.
Q. Okay. Were you on pain medication at that time?
A. No.
Q. Now, have you ever been deposed before?
A. Yes.
Q. How many times?
A. Once.
Q. And what was that case about?
A. Had to do with a teacher at the high school.
Q. Which teacher?
A. Eddie Fischer.

Q. And what was that case about?
A. It was about sexual molestation of students.
Q. By Eddie Fischer?
A. Yes.
Q. Why were you deposed?
A. There was a question about a grade.
Q. What was the question?
A. The question was the grade had been changed, and wanted to know if I knew why it had been changed.
Q. Can you elaborate a little bit on that?
A. A student in my class failed. On his permanent records, his grade was a passing grade. It had been changed.
Q. What was the student's name?
A. I don't remember.
Q. Your whole deposition was about this, right?
A. It was only like four questions.
Q. Do you remember who the attorney was that asked you the questions?
A. No.
Q. So what do you know about that grade being changed?
A. I didn't know anything about it until they showed me.

Q. So you didn't change it?
A. No.
Q. Who changed it?
A. From indications, the initials were EF.
Q. Okay. So that would be Eddie Fischer?
A. I'm guessing that's who it would be, yes.
Q. Why would he do that?
A. Pardon me?
Q. Why would he do that?
A. I don't know.
Q. Who -- you don't remember the student's name?
A. No.
Q. Do you remember the class?
A. World geography.
Q. Okay. And this was a boy or a girl?
A. Boy.
Q. Did this boy play sports, or was he just a student?
A. I don't know if he participated in any sports or not.
Q. Did you coach him or not?
A. No.
Q. And he failed your class?
A. Yes.

Q. You gave him an F?
A. Gosh. Yes, an F is failing.
Q. Okay. And you entered that into his record? You reported the grade, and that's what it was, an F?
A. Right.
Q. And then at some point after that, Eddie Fischer came in, you say, and changed it from an F to what grade?
A. I think it was a 70 I think was what he put down.
Q. And what grade would that be in a letter?
A. That's -- well, at that time, 70 is passing.
Q. It's a D, isn't it?
A. D.
Q. Just barely passing?
A. Right.
Q. What was it before? Do you remember?
A. No.
Q. Now, why in the world would Eddie Fischer change -- a student of yours, change his grade from an F to a D?
A. I have no idea.
Q. Okay. Do you know Eddie Fischer?
A. I knew him because he was part of our

department.
Q. And what department was that?
A. History.
Q. He was a history teacher?
A. Yes.
Q. So you-all had kind of ran in the same circle at the school at least?
A. Not -- no.
Q. You're in the same department, right?
A. Right.
Q. And what department would that be?
A. History.
Q. The history department. Okay. And world geography falls in the history department?
A. In the history department, right.
Q. So did you have departmental meetings of any kind or anything like that?
A. Yes.
Q. And you and Fischer and the other teachers in that department would all get together?
A. Yes.
Q. How many other teachers were there in the department?
A. I can't tell you a correct number.
Q. Ballpark figure?

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A. Ballpark figure? Probably about seven.
Q. Seven at the time? Is that pretty consistent at that time?
A. Yes, uh-huh.
Q. In the '80s?
A. Yes.
Q. And what grade did Fischer teach? Do you remember?
A. 11th, I think.
Q. And what grade did you teach?
A. 9th.
Q. And was that consistent throughout your career?
A. Yes.
Q. It was always 9th grade geography?
A. Not totally.
Q. What else did you teach?
A. You want all of my subject areas?
Q. Well, if it's a laundry list this long, probably not. But if it's two or three different areas, yes. So why don't you tell me, how many different subjects did you teach in your career?
A. So you want me to give you all the names of the subject areas that I taught?
Q. No. I just want you to tell me how many

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different subjects you taught.
A. Okay. I've got to count them up. One, two.
Q. An exact figure is not necessary unless you can give me an exact figure.
A. Three, four, five, six, seven, eight, nine. Possibly nine.
Q. Nine different ones. Okay. I'd like to hear those nine.
A. Okay. Physical science, world geography, civics.
Q. That's government and stuff like that?
A. Yes.
Q. Okay.
A. Honors economics and government.
Q. Okay.
A. Health education, driver's education, physical education. I think that's about it.
Q. That's only seven.
A. Seven? Let's see. I'm trying to think.
MS. JACKSON: I think the honors economics and honors government was two.
THE WITNESS: Yeah. That's two different ones.
Q. Okay.
A. And if you wanted to add honors world

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geography because that would be two different ones too.
Q. Now, did you ever teach any classes in connection with or in conjunction with another teacher, or was it always you were the only teacher? You never had a TA or anything like that?
A. What's that again?
Q. Teacher's assistant or anything like that.
A. No.
Q. And did the teachers ever work together to teach a class?
A. No.
Q. Okay. What about extracurricular activities?
A. You want all of those?
Q. Well, do you remember how many?
A. One -- I've got to count them again.
Q. Okay.
A. One, two, three, four, five, six. Probably six. That's right off the top of my head.
Q. All right. What are those six?
A. Golf, soccer, JV football, varsity football, wrestling, girls' softball, and I was an assistant in baseball.
Q. Assistant in baseball. Now, is that over

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your entire career, that's what you're describing to me?
A. Yes.
Q. Okay. How many -- now, how does that work? You just asked to be coach?
A. No. They ask you.
Q. Who asks you?
A. Either athletic department, the athletic director, sometimes the principal.
Q. And that's a pretty wide range of classes that you taught as well as extracurricular activities. Do you have special knowledge about all of these different things?
A. In a limited amount, yes.
Q. So who asked you to be a golf coach? Do you remember?
A. The athletic director.
Q. And who was that?
A. At this time, it was Pascal Crosby.
Q. So he came to you and said what?
A. Would you like to coach the golf team.
Q. And you said yes?
A. I said yes.
Q. How long did you coach the golf team?
A. Well, that's going to be a little confusing.

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I did it at the old high school, and we combined high schools, and I did it for a couple years at the new high school. So probably overall, five years.
Q. Okay. On more than one occasion?
A. Pardon me?
Q. Not five consecutive years? Or was it five consecutive years?
A. It would have been five consecutive, yes.
Q. And soccer, that was men's soccer or women's soccer?
A. Men's soccer.
Q. And who asked you to get involved in that?
A. The principal at Fort Johnson High School.
Q. And that would be?
A. Mr. Hyatt.
Q. What about JV football and varsity football?
A. That would be Pascal Crosby.
Q. Wrestling?
A. Pascal Crosby.
Q. What about girls' softball?
A. That would have been Pascal Crosby.
Q. And baseball?
A. Baseball was -- would have been a friend of mine that was the head baseball coach.

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Q. Who would that be?
A. Steve Shaddrix.
Q. When did you become assistant on the baseball team?
A. 197- -- '76.
Q. Okay. How long --
A. It's in that area.
Q. Somewhere in the '70s?
A. Yes.
Q. How long did you do that?
A. It was just one year.
Q. Just the one year. How long were you a girls' softball coach?
A. I can't say consecutively. It was different times. Probably eight years, maybe.
Q. Including the '88 -- or the 1989 softball team?
A. Yes.
Q. Now, how did you get involved in girls' sports other than Pascal Crosby asking you to?
A. I played men's softball.
Q. Did you ever play baseball?
A. Yes.
Q. Did you ever play football?
A. Yes.

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Q. Soccer?
A. Yes.
Q. Golf?
A. Yes.
Q. And you played those recreationally or for a school or a team?
A. Golf, recreationally.
Q. Okay. And soccer and football?
A. That was recreationally too.
Q. Baseball and softball?
A. Baseball and softball was recreationally.
Q. Wrestling?
A. Wrestling was high school and college.
Q. Did you have a scholarship?
A. I could have gotten one.
Q. Okay. But did you actually have one?
A. No.
Q. Okay. Now, of all those extracurricular activities, was Eddie Fischer involved in any way?
A. No.
Q. Any of those nine different subject areas that you taught, was Eddie Fischer involved in any way?
A. No.
Q. Out of all of those different classes and

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different extracurricular activities, how many of those students did Eddie Fischer sexually abuse?
A. I don't know.
Q. Okay. Was it a lot?
A. I have no idea.
Q. Was it any?
A. I don't know that.
Q. Well, who was it that said that they were sexually abused by Eddie Fischer?
A. I don't know -- I don't remember the names except what came out in the newspaper.
Q. Well, you were deposed about it, right?
A. No. I was deposed about a grade.
Q. And that grade was given to a student?
A. Yes.
Q. And that student alleged that he was sexually abused by Eddie Fischer?
A. I don't know that.
Q. Okay. You don't know if he was or you don't know if he alleged it?
A. I don't know at all.
Q. Do you know if it -- but you remember it was a boy, right?
A. Yes.
Q. Okay. And do you think -- let's assume that

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he said Eddie Fischer abused him for the purpose of this question. Do you think he made that up?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. I don't know.
Q. Okay. Well, did you ever have any suspicions about Fischer?
A. No.
Q. None?
A. No.
Q. Thought he was aboveboard?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. Strange.
Q. Strange guy?
A. (Witness nodded.)
Q. How so?
A. Just his -- just the way he talked when we would pass in teachers' lounge.
Q. Can you give me an example?
A. His money.
Q. Talked about money?
A. He talked about his money.
Q. Did he have money?

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A. I don't know.
Q. Well, what did he say about money?
A. Just his family, that -- where he lived.
Q. And so that would have been strange?
A. Well, it was all the time.
Q. Okay. What about his interactions with the students? You didn't find any of that unusual?
A. No.
Q. Okay. Now, when you -- I want to talk about the late '80s time frame. When -- and you, at that time, were teaching what classes? And what sports were you coaching during the '88-'89 school year?
A. I was teaching world geography, and I was coaching girls' softball.
Q. Is that it?
A. Recollections of what I coached was different years, different lengths of time. And that's really all that I can remember.
Q. When did you teach driver's ed?
A. Driver's ed, my last two years of teaching.
Q. Okay. Were you ever a swimming coach?
A. Pardon me?
Q. Were you ever a swimming coach?
A. No.
Q. Not involved with the swim team in any way?

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A. No.
Q. Now, I'm not sure I -- did you have a lawyer when you were deposed before?
A. No.
Q. Okay. Do you have a copy of that deposition transcript?
A. No.
Q. You didn't ask for it?
A. No.
Q. And your testimony is that you were deposed because a student of yours who was a male had a grade that was changed; one of your grades that you gave him was changed.
A. Yes.
Q. Okay. Did they think that you had changed it?
A. They didn't say.
Q. Okay. Why -- I don't understand why they would ask you any questions at all then. Can you explain that?
A. I don't know. They just said that I needed to come to their office because they wanted to depose me for a grade that was changed.
Q. And was this student failing other courses?
A. I don't know.

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Q. Was this student involved in sports?
A. I don't know that.
Q. Was a failing grade harmful to him in some way, prevented him from going on to college or something like that?
A. I don't -- no, I don't think so.
Q. Okay. How many of your students do you fail?
A. How many -- what was that?
Q. How many do you fail?
A. How many do I fail?
Q. Yeah.
A. I don't fail anybody.
Q. Except for this one?
A. No.
Q. Well, who else have you failed?
A. It's students that don't pass the subject area.
Q. Okay. And is that -- have there been many students that you have given an F to?
A. No.
Q. Can you remember the students?
A. Oh, no.
Q. Is it more than five?
A. In different subject areas, possibly.

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Q. Okay. Seems like an unusual thing. I would be surprised to learn that you failed a lot of your students. Is that a fair statement?
A. Say that again.
Q. Well, would you say that you -- you can't remember how many you failed?
A. Right.
Q. All right. And if you have a student who's on the borderline between a 69 -- which would be failing, correct?
A. Right.
Q. -- and a 70, which would be passing?
A. Right.
Q. There's some discretion there, isn't there?
A. Some.
Q. You give them a 70, and they pass?
A. Depending on their work ethics, yes.
Q. Well, what was this student's work ethic like?
A. I really couldn't tell you exactly. I don't -- I don't remember.
Q. Was he a troublemaker?
A. No.
Q. Okay. Did he work hard?
A. Not if he's failing.

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Q. Maybe he's just not smart. Did he attend class?
A. Yes.
Q. He didn't -- did he seem to pay attention?
A. I really can't answer that.
Q. Did he seem happy?
A. I don't know.
Q. Well, when a student's failing in your class, what do you do? Do you just give them an F and a foot in their butt and out the door?
MS. JACKSON: Object to the form.
A. No.
Q. Do you talk with them?
A. Yes.
Q. Did you talk with this student?
A. Yes.
Q. And was he a happy kid?
A. I would believe so.
Q. Okay. Was he happy about the fact that he was failing your course?
A. There was no -- there was no indication that he was sad or happy.
Q. Did he say, I'm trying hard; I'm just not getting it?
A. Might have.

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Q. Was he just not trying, not paying attention, not doing his homework, things like that?
A. That's a possibility.
Q. You don't remember?
A. No.
Q. Okay. Did you remember in your deposition?
A. No.
Q. You haven't thought about it since then?
A. No.
Q. Now, this student, did you give him rides home?
A. No.
Q. Have you ever given students rides home?
A. Yes.
Q. In your personal vehicle?
A. Yes.
Q. From school?
A. Yes.
Q. And was that a common practice for you?
A. Most of the time, they were athletes, which is -- coaches then did that.
Q. Other coaches did it?
A. Yes.
Q. Okay. How often would you give students --

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let's exclude the athletes right now. How often would you give students rides home?
A. I wouldn't give students rides home.
Q. What do you mean?
A. If it was an athlete, policy states we have to make sure that they're protected and that they're not left after your practice, and we were supposed to wait. Or if a student does not have a ride, you know, we could possibly give them a ride home so they're not staying there after the practice is over with.
Q. Okay. I want to talk just about nonathlete students. Did you ever give nonathlete students a ride home?
A. Yes.
Q. Okay. And was that something you did often?
A. No.
Q. So tell me how that would happen.
A. If --
Q. First of all, before we do that, do you remember who?
A. No.
Q. You don't remember any students?
A. Well, yes.
Q. Who would they be?

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A. One of my friend's daughters.
Q. What's her name?
A. Name's -- got it in my head. It'll come to me. Hold on. Elena.
Q. All right. Do you remember Elena's last name?
A. Yianopolis.
Q. Do you have any idea how to spell that?
A. Y-I-A-N-O-P-O-L-I-S.
Q. And why -- what were the circumstances -- how did that happen?
A. She was crying after school when I got ready to leave because she had missed her bus and didn't have a way of getting home.
Q. So you offered to give her a ride?
A. Yes.
Q. Did you know where she lived?
A. Yes.
Q. Did you know her parents?
A. Yes.
Q. How did you know her parents?
A. From the time that I first moved down here. They're friends of friends.
Q. Not teachers?
A. No.

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Q. Did you console her?
A. Pardon me?
Q. Did you console her?
A. I spoke to her, yes.
Q. What was she crying -- she was crying because she missed her bus?
A. Because she didn't know how she was going to get home.
Q. Did you call her parents?
A. No. They were both working.
Q. But you didn't call them?
A. No.
Q. Okay. So when you took her home, there was nobody at the house?
A. I don't know that.
Q. Well, they were both working, right?
A. Right.
Q. Okay. So did they have a nanny?
A. No.
Q. Did she have brothers and sisters?
A. She had two sisters.
Q. Older?
A. Younger.
Q. Okay. Were they home?
A. I don't know.

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Q. How much younger?
A. I don't know that either.
Q. Were they in high school at the same time?
A. No.
Q. So they would have been in middle school or younger?
A. Probably, yes.
Q. And I assume then they took the bus as well?
A. Probably.
Q. Probably so. Did they miss their bus that day?
A. I don't know.
Q. Was that the only ride you gave Elena?
A. Yes.
Q. Let me make sure I understand. She was crying because she missed the bus?
A. She was crying because she didn't know how she was going to get home.
Q. And she hadn't called her parents?
A. No.
Q. And you didn't call her parents?
A. No.
Q. And you didn't attempt to call them?
A. I did afterwards.
Q. But not before?

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A. No.
Q. Okay. And you knew that they were both working?
A. Probably. I assume they were, yes.
Q. What did they do for a living?
A. The father worked for Department of Natural Resources, and the mother was -- worked for a lawyer.
Q. Was she a paralegal or a secretary?
A. I think. I think a secretary maybe.
Q. Do you remember her father and mother's name?
A. Cindy and Mike.
Q. Do you remember the law office she worked at?
A. No.
Q. They still live around here?
A. Pardon me?
Q. Do they still live around here?
A. Yes.
Q. So you took her home. Where did she live?
A. Like what do you mean where did she live? On the Island there? I don't understand.
Q. Did she live -- where did she live? Do you remember where her house was?

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A. I remember where her house was, yes.
Q. Okay. Do you remember the address?
A. I think it was Jeffords Street, I think is the name of the -- is the address.
Q. Do you remember what it looked like?
A. It's a brick home.
Q. On Jeffords Street?
A. I'm pretty sure that's it.
Q. Is that close to the school?
A. No.
Q. How far is it?
A. A couple miles maybe.
Q. And did you go straight home?
A. Yes.
Q. And you talked to her about the fact that she missed the bus?
A. Yes.
Q. Did you make her feel better?
A. I would think so.
Q. Was she still crying when you got home?
A. No.
Q. Was she still upset?
A. No.
Q. And did you take her into the house, physically?

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A. No.
Q. You just dropped her off --
A. And watched her go in the front door to make sure she safely got in the front door.
Q. And how old was she at this time?
A. She would have been a freshman, ninth grade.
Q. 14?
A. I guess, yes.
Q. Okay. And when you called her parents afterwards, did you speak with them?
A. Yes.
Q. What did you say?
A. I just told them, I said, I went outside, and Elena was standing out there. She was crying because she missed the bus, and I gave her a ride home.
Q. What was their response?
A. Thank you.
Q. Who did you speak with?
A. The father.
Q. Okay. Was she an emotional child?
A. No.
Q. She upset easily?
A. No.
Q. Okay. She have a boyfriend at the time?

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A. I don't think so.
Q. She didn't have any brothers?
A. No.
Q. Do you know the neighborhood that she lived in? Are you familiar with it?
A. Yes.
Q. And how far is Jeffords Street from Quail Drive?
A. Jeffords Street from Quail, maybe close to two-and-a-half miles maybe.
Q. Okay. And what did you do after you dropped her off?
A. I went home.
Q. What time of year was it?
A. It would have been kind of at the very beginning of the school year.
Q. Kind of at the very beginning of the school year. Okay. How early in the school year, if you can take your mind back to that time?
A. First few days of classes.
Q. Big transition, isn't it, going to a high school like that as a freshman girl?
A. Oh, yes.
Q. Was she picked on?
A. No.

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Q. No? Now, do you remember what year this was?
A. No.
Q. Was it recently?
A. Recently like when?
Q. Recently as in after 1988 or '89 or before?
A. After.
Q. After. How long after?
A. I don't recall the year.
Q. Was it in the '90s, post-2000?
A. I would say 2000 maybe.
Q. You still in contact with Elena's family?
A. Oh, yes.
Q. About how old is Elena?
A. I'm going to guess -- because I don't know her birthday -- in her middle 20s.
Q. Who else nonathlete students did you give a ride home or anywhere else from school?
A. Nonathlete? I don't recall any of them that weren't associated with the athletic program that I gave rides home.
Q. All right. Now, where was -- I don't mean to beat a dead horse, but I do want to get details. Where was Elena actually at in the school or on the school premises when you saw her crying?

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A. Standing up in the front entrance of the school.
Q. Is that where the buses come?
A. Yes.
Q. Was she alone?
A. She was alone herself. There was other students there.
Q. So it was during the time when buses were coming and going?
A. They were already gone.
Q. What were other students doing? Just standing around?
A. Waiting for parents.
Q. Okay. How did the bus -- did you have a homeroom assignment?
A. Pardon me?
Q. Did you have a homeroom?
A. Not that year, I don't think.
Q. Have you ever?
A. Yes.
Q. And so in your -- homeroom is kind of the class where the students go to start off the day, and then they go to their classes.
A. Right.
Q. Right?

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A. Right.
Q. Did you as a homeroom teacher have any knowledge about your students? How they got home? Whether they took a bus? Whether they drove a car? Whether they had parents drop them off? Big brother, big sister, anything like that?
A. No.
Q. No idea how they got to school or how they left school?
A. No.
Q. So how did you -- at the end of the day, the students would just -- they just left?
A. They went all directions.
Q. Yeah. And did anybody know who was going where?
A. Actually, I don't think so.
Q. Now, athlete -- no other nonathlete students that you gave rides home?
A. They were associated with the athletic program.
Q. All right. Let's talk about those. I'd like to know the students that you gave rides to.
A. Football players.
Q. Okay.
A. Wrestlers.

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Q. Okay.
A. That's about it, ones that I was associated with.
Q. Football players and wrestlers. That's it?
A. Well, softball players.
Q. Softball players. Never gave any rides to any golf players, soccer players?
A. No.
Q. Now, where is the -- where did the football team practice?
A. I have to give you two answers because I was a coach at one high school, and then I coached at the combined high school. And it was two different practice facilities.
Q. That was the five years you talked about earlier?
A. Pardon me?
Q. Was that the five consecutive years that you coached, or was that some other sport?
A. No. This is -- you're talking about football. I coached football for half of my career.
Q. Yeah? Why did you stop?
A. Stop?
Q. I mean, did you stop and start? You coached

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football for a period of time, and then you wouldn't, and then you'd coach again?
A. Yeah, kind of.
Q. Why?
A. It got to be a lot of time that is spent with coaching, and it was less time that I could spend with my family.
Q. Okay. When was your daughter born?
A. In '83.
Q. So when did you -- can you tell me when you coached football?
A. I coached it in '77 up to when we combined high schools, and then I went to the JV program. Because I was on the varsity, JV previously and varsity. I coached it at different times at different levels.
Q. All right. Maybe it would be easier for you to tell me when you didn't coach.
A. No. Over 35 years, I couldn't give you the specific dates and times.
Q. How about in the '80s? Did you coach football in the '80s?
A. Yes.
Q. Did you coach football in the '90s?
A. Yes.

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Q. Did you coach football after 2000?
A. Yes.
Q. During the '88-'89 school year, did you coach football?
A. I don't think I was.
Q. When did football practice start? Starts before school, doesn't it?
A. Pardon me?
Q. Does football practice start before school starts in the fall?
A. Yes, yes.
Q. How long before?
A. Usually, depending on the activities going on, it could be anywhere from a month before to three weeks before maybe.
Q. And the first game is usually around the start of school, isn't it?
A. Approximately, yes.
Q. Did you ever coach tennis?
A. No.
(Exhibit No. 1 was marked for identification.)
Q. I'm going to hand you what's been marked as Plaintiff's Exhibit Number 1. It's some documents from your employee file, and it's Bates labeled at

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the bottom YCR -- starting with YCR 001 --
MS. JACKSON: 1144, 1145, 1146, and 1147.
Q. Can you take a moment and look at that and tell me if that appears to be an accurate summary of your positions at the school?
A. I don't understand this boys' tennis. I was never -- it says zero years, boys' tennis, but it's got an effective date. I never coached boys' tennis.
Q. Okay.
MS. JACKSON: Could we go off the record while he's looking at that?
(Off-the-record discussion.)
Q. Does everything appear accurate in Exhibit Number 1 except for the tennis that you mentioned?
A. I am going to guess that those dates and everything, that's better than what I would remember.
Q. So it appears accurate to you? Is there anything that doesn't look right?
MS. JACKSON: Besides the boys' tennis?
Q. Besides the boys' tennis.
A. Oh, besides boys' tennis? Everything looks like that would be about right what I went through

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my years of coaching.
Q. Why do you think it says boys' tennis?
A. I have no idea, unless they would have asked me.
Q. Did they?
A. No, not that I -- I don't remember.
Q. Well, it says that you got paid $750.
A. For boys' tennis?
Q. $1,750. It seems to indicate that.
MS. JACKSON: Object to the form.
Q. Did you ever get paid for that?
A. No.
Q. Were you terminated?
A. I don't -- I didn't even do it. I don't know how I would be terminated. I never did it.
Q. Well, you wouldn't do it if you were terminated.
MS. JACKSON: Objection.
Q. Did something happen at the tennis -- with the tennis team?
A. I was never a tennis coach.
Q. Were you ever involved with boys' tennis in any way?
A. No.
Q. Were you ever asked to be involved in any

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way?
A. I don't remember. I don't -- I just -- it's not in my mind that I had ever coached or even was asked to be a tennis coach, a boys' tennis coach.
Q. Who was the boys' tennis coach?
A. Oh, gosh, I don't know.
Q. Who was the athletic director at that time, in 1994 and 1995?
A. '94 and '95, I'm going to guess -- I don't -- I really couldn't tell you during that year who was athletic director. We've had probably four or five. I think it might have been Pascal Crosby maybe.
Q. How long was he the athletic director?
A. I don't know his total amount of years.
Q. Give me an estimate, please.
A. 12 years.
Q. And what would the time frame be for those 12 years?
A. '76 to in the '80s.
Q. 12 years would put it at '88. Does that sound right?
A. I would say in that time span, yes.
Q. All right. And who replaced him? Did he retire, or was he terminated?

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A. He retired, I think.
Q. Are you sure?
A. I think he retired.
Q. Well, he didn't move away, did he?
A. No, no.
Q. Had he been doing it for a long time, longer than the 12 years? I mean, was he up in age, retirement age?
A. Yes.
Q. Okay. And who came in after him?
A. I think it was Jack Metz.
Q. Jack Metz. Was he there for a long time?
A. No.
Q. What happened to him?
A. Pardon me?
Q. What happened to Jack Metz?
A. He went on to I think working outside the school district, I think.
Q. Who came after Jack Metz?
A. You're asking questions of 30-some years ago.
Q. No. I'm wanting to find out who was the athletic director in 1994.
A. I can't tell you dates for different -- all I can tell you is the ones that I was involved with

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with the coaching aspect. I don't know dates of when each one of them were athletic director and when they weren't athletic director. I can't give you a date.
(Exhibit No. 2 was marked for identification.)
Q. As a coach, though, did you not have any -- athletic director didn't have any kind of authority over you as a coach?
A. Yes.
Q. Did you have interaction with the athletic director from time to time?
A. Yes.
Q. Okay. And -- but you just don't remember who it was?
A. I don't remember dates.
Q. All right. Handed you what's marked as Exhibit Number 2, Bates labeled YCR 001314. This is a document out of your personnel file. Have you ever seen this before?
A. No.
Q. Do you know -- can you tell me what it appears to be?
A. It looks like they are asking me to be the boys' tennis coach.

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Q. And they didn't just ask you. You actually became a boys' tennis coach, didn't you?
A. No.
Q. That's not what that says?
A. It says that this is a form -- this is a form that -- this is a form that says that he would like me to be the tennis coach.
Q. Is it your testimony that somebody filled out that form without your knowledge?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form.
Q. You're not saying that, are you?
MS. JACKSON: Same objection.
MR. QUISENBERRY: Same objection, for the record.
A. No.
Q. So somebody asked you to be a tennis coach?
A. That's a possibility.
Q. And they made a notation of it in your file with this form identified as Exhibit Number 2, didn't they?
A. Pardon me? Say that again.
Q. That was a bad question. It says you're replacement or substitute for J. Ronnie DuPre. Do

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you remember him?
A. Yes.
Q. And do you remember -- was he a teacher?
A. He was a teacher, yes.
Q. And he was the tennis coach?
A. He -- yes, I do remember him being a tennis coach.
Q. Okay. And this says that you are replacing him. Is that not what it says?
A. I was replacing him? I never replaced Ronnie DuPre as a tennis coach.
Q. Well, can you explain to me why it is then on your employee permanent record, Bates labeled YCR 00145, it says you were a boys' tennis coach, and then terminated as boys' tennis coach. And on YCR 001314, it says you were going to be a boys' tennis coach to replace J. Ronnie DuPre. But you say that you were never asked and you were never a tennis coach?
MS. JACKSON: Objection to the form.
Q. Can you explain that?
MR. QUISENBERRY: Same objection.
MS. JACKSON: Same objection.
A. I'll explain it in this way. After 35 years of coaching, you could be asked to do many

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different sports, not necessarily that you were going to coach them. Or you might have said, I'll think about it. But I never coached it where I relieved Ronnie DuPre.
Q. Okay. Is tennis a spring sport or fall sport?
A. It would have been spring.
Q. Can you explain to me why it says that you were terminated as boys' tennis coach?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. Unless I said that it was too much activities, just guessing. They might have asked, and I said yes. And then I said, no, it's just too much for me to handle. That's a guess. I've done that many times.
Q. What about this time?
A. I don't know. Like I said, I don't remember ever being a tennis coach.
Q. Well, I believe that you weren't a tennis coach.
MS. JACKSON: Is there a question?
Q. It says you were terminated on January 30th, 1995. Does that ring a bell?
MS. JACKSON: Objection to the form.

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MR. QUISENBERRY: Same objection.
A. No.
Q. Can you explain why it is then the '95-'96 school year and the '96-'97 school year and the '97-'98 school year and the '98-'99 school year -- I'm sorry -- not '98-'99. For the next three years, you didn't coach any sports?
A. There was probably a time in there that I didn't coach anything.
Q. '95-'96, '96-'97, and '97-'98, which was the three years immediately following your termination as boys' tennis coach.
MS. JACKSON: Objection to the form.
Q. Can you explain that gap?
A. '96 -- let me think. With those dates, I can't tell you why I wasn't coaching during that time with the exception that there might have been a change in the coaching staff, and I might not have been asked to coach.
Q. That's your explanation?
A. Yes.
Q. Had you ever been disciplined by the school?
MS. JACKSON: Objection to form.
MR. QUISENBERRY: Same objection.
A. In what form are you saying that?

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Q. Any form. Any form.
A. Well, you've got to be more specific in what you're wanting me to answer.
Q. Have you ever disciplined your child, your daughter?
A. Yes.
Q. Okay. Have you yourself ever been disciplined by the school in any way for anything that you've done or not done?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. I'm still unsure of what you mean by disciplined.
Q. You've been a teacher for how long?
A. 35 years.
Q. And you don't understand what I mean by discipline?
A. Exactly.
Q. That's a bit surprising.
A. That's different forms of discipline.
Q. I understand that. I'm asking about any form of discipline.
MR. QUISENBERRY: Object to the form of the question.

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MS. JACKSON: Same objection.
A. I would say, yes, if you're asking for any form.
Q. How many times?
A. Once.
Q. For what?
A. The handling of two students.
Q. Tell me about that.
A. I left school and went out the back doors of the gymnasium, and two students were embraced in the corner. I asked both of them to follow me to the office because, number one, they're off limits. They were not supposed to be in that area. And number two, they were embraced too much.
And I started to escort them back to the office for them to walk in front of me to the office. When we went in the doors -- there's like four doors going into the main building -- they went in the doors. I was following behind them. When they got inside the school, they went opposite directions and took off running.
And when I tried to go think about which direction I wanted to go first to catch who and hollered for them to stop, they were gone. Where they went, I have no idea.

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So I went to the office, and I told them that I had two students. Could we get the police officer and somebody else to try to check around the school to see if these two students were in this area of the school building because I caught them back behind the school, and I was bringing them down here, but they ran from me. And then I was what you would term disciplined that I didn't handle it correctly.

Q. And who was it that disciplined you?

A. The principal.

Q. Who was that?

A. Dr. Gregory.

Q. What was the discipline?

A. Just explanation of what they thought I should have done in that situation.

Q. And what exactly did he say you should have done?

A. She.

Q. I'm sorry. Did she say? What was her first name?

A. Nancy.

Q. What did she say?

A. She said I should have got both of them by holding onto them.

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Q. By physically restraining them?

A. By -- I guess that's what she meant, which I don't -- I wouldn't have done it.

Q. Okay.

A. Or called somebody. I didn't have any way of calling anybody.

Q. So how were you disciplined? Were you reprimanded in some way?

A. Just talked to.

Q. Students come back the next day?

A. Pardon me?

Q. Did the students come back to school?

A. What students?

Q. These two students.

A. Oh, I don't know. I don't know who they were.

Q. You don't know who they were?

A. No.

Q. You didn't get their names?

A. No. I was in more of a hurry to get them to the office.

Q. Why were you in such a hurry?

A. Because I wanted to get them there because I knew that the principals were still down in their area, their offices, and I wanted to get down there before any of them left.

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Q. So you don't have any idea who they were?

A. No. They wouldn't have told me anyway the correct answer. They wouldn't have told me their names because they knew I didn't know them.

Q. What exactly were they doing?

A. They were hugging, and he had his arms around the girl, and he had her pressed up against the building.

Q. What were you going to report to the principal?

A. They were -- they were in an area that was off limits.

Q. So you wanted them punished?

A. Yes.

Q. Did Dr. Gregory agree with your -- obviously, she disagreed with the way you handled the situation.

A. That's what she said.

Q. She wanted you -- if I understand you correctly, she wanted you to call somebody or physically take them from where they were to the principal's office; is that right?

A. That's my -- that's my indication of what she was trying to say to me.

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Q. When did this happen?

A. This would have had to have been while I was teaching physical education, so it had to be in the 2000s, year 2000s sometime. Maybe late 1990s.

Q. Okay. And you considered -- after that happened, was there any other thing that Dr. Gregory said to you?

A. No.

Q. Just that -- what you said earlier?

A. Yes.

Q. And you have no idea who the students were?

A. No idea.

Q. Was this during school hours?

A. No. It was after school.

Q. After school. Okay. Any other discipline?

A. No.

Q. Now, if you weren't asked to be a coach, can you yourself volunteer?

A. You could.

Q. Did you do that?

A. No.

Q. Never?

A. Well, go back. I'll go back. Yes, I did.

Q. What did you ask to coach?

A. Wrestling.

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Q. Anything else?
A. That's it.
Q. When did you do that?
A. That would have been the year after we combined high schools. The wrestling coach left I think it was two years later. I was co-coaching with him. When he left, I asked to be the head wrestling coach.
Q. You didn't ask to coach anything from 1995 through '98?
A. Referring to any sport? No.
Q. Why not?
A. I don't have any reason for that.
Q. There must be some reason.
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Is there a question?
Q. The question is, why is there no reason?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form of the question.
A. When you do a bunch of sports at one time, you kind of get tired, and you just want to take a break.

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Q. For three years?
A. Like I said, I also could revert back to the change in the coaching staff. You might not get asked.
Q. Was there a change in the coaching staff at that time?
A. I'm just giving you a --
Q. Well, you keep saying that.
A. Well, that's what usually takes place.
Q. Did that happen?
A. I don't -- I don't know. In that time span, I don't know.
Q. Then why are you saying that?
A. Because there has been a couple times that new coaches were brought in, and I didn't coach during that time.
Q. Why not?
A. Could be that they had their own coaches, they wanted to bring in their own people as coaches for that program.
Q. And who were these coaches? What are their names?
A. What names? No. I was just giving you an example of why.
Q. I don't want a theoretical example. I want

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what happened in your own life.
A. There was not any specific --
Q. Then why do you keep mentioning it?
MR. QUISENBERRY: Object to the form of the question.
A. Because that is -- that's the --
Q. Do you understand my confusion?
A. No, I don't.
Q. Okay. I'm wanting to know and I'm wanting you to explain for me because I don't understand how you coach for all of these years, and then, according to your permanent record, you were hired, says you were getting paid for it, as tennis coach. You were terminated, and then you go for three entire years without coaching any sports.
And your explanation so far has been, sometimes coaches come in, and they don't ask you. There might be a coaching change. Right?
A. Right.
Q. And so I'm asking if that actually happened. Was there a coaching change in any sport where a new person came in and didn't want you to be a coach?
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Object to the form of

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the question.
A. I wouldn't say they didn't want me. They had their own personnel that they would like to have in that position.
Q. And who is that person that you're talking about?
A. Whoever might have been coaching during that year. You're telling me different things about, who is this, who is that? But I'm just trying to tell you in generalization, this is what takes place.
Q. I want to be specific.
A. I don't know.
Q. But how do you -- you know that a coach came in and had his own or her own staff of coaches and you were a coach before, new coach comes in, brings their own staff. You're out. You remember that.
A. Right.
Q. But you don't remember the sport or the coach?
A. Oh, it happened in football when we combined. They wanted to bring all of the coaches from both the schools.
Q. When did the schools combine?
A. '83.

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Q. 1995, who came in?
A. '95? I'm going to have to think and go back because there was a lot of coaches. Okay.
Q. This is a pretty significant break in your coaching career here, and you don't seem to remember very much about it. I find that a bit odd.
MR. QUISENBERRY: Object to the form of the question.
Q. Can you tell me who came in 1995 or 1994?
MS. JACKSON: Objection.
A. Well, that's a -- trying to figure. I don't know right offhand, but I'm going to say it -- no, I can't say because I don't know. I don't -- I don't have -- I don't remember who was the coach at that time.
Q. Of what sport?
A. Football.
Q. What about any other sport? Do you remember who the tennis coach was?
A. What time?
Q. 1994 to 1995.
A. No, I don't.
Q. Do you know who the athletic director was in 1994 and 1995?

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A. No, I don't.
Q. What was going on in your life at that time? Did you have any health problems?
A. No.
Q. Your wife leave you?
A. No.
Q. Death in the family? Major illness? Car accident? Anything going on in your life in 1994 and '95?
A. '94, '95.
Q. I'm talking about significant things in your life.
A. Right.
Q. It would not be too difficult to remember.
A. I remember the things that took place, but I'm trying to get -- make sure when I tell you that I'm right in the area of dates because there has been a lot of significant things that have taken place in my life from that time.
Q. Anything that could explain this gap of three years where you did not coach a single sport? Did you get a second job?
A. No.
Q. Was it punishment by the school?
A. No.

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Q. Were you asked not to coach?
A. No. Date-wise, I'm trying to remember. I don't know if it was my mother's death.
Q. When did your mom die?
A. Or my -- no. It wasn't my mother's death. It might have been my aunt's death and my cousin's death at the same time.
Q. And when was that?
A. That's why I'm trying to say, dates wise, I couldn't tell you right offhand, but --
Q. What were their names?
A. My aunt and my cousin?
Q. Yes.
A. Louise and Keith.
Q. Last name?
A. Louise Johnson and Keith Ayers.
Q. They lived in Charleston?
A. No.
Q. Where did they live?
A. Illinois.
Q. Where in Illinois?
A. My hometown of Rantoul.
Q. Ran --
A. -- toul.
Q. Can you spell that?

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A. R-A-N-T-O-U-L.
Q. Okay. And what happened to them?
A. My aunt had a massive heart attack, and my cousin was killed in an automobile accident.
Q. And you were so depressed that you had to take some time off?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. No. Because I will say, again, I don't know if that was the time that this took place or not. I just remember these happened back in that area time.
Q. Can you tell me then -- can you just explain to me why you took three years off?
A. No.
Q. You can't explain that?
A. No.
Q. Did you ever have any altercations with any students?
A. Explain what you are asking. What do you mean by that?
Q. Any altercations, physical or verbal.
A. Yes.
Q. Physical?
A. No physical.

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Q. Okay. What are you -- describe for me the altercations.
A. Students being disciplined and them, you know, saying something back to you that is disrespectful.
Q. That's not what I'm asking.
A. Oh.
Q. I would guess that kind of comes with the territory. Wouldn't you agree?
A. Right.
Q. What I'm asking about is something that's more than that.
MR. QUISENBERRY: Object to the form of the question.
A. No.
Q. Never?
MR. QUISENBERRY: Same objection.
A. Not that I recall.
Q. What about the student that you failed?
A. Never really saw him again after that year.
Q. During that school year, did you-all ever get into an argument?
A. No.
Q. You ever see him outside of school?
A. No.

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Q. Have you remembered his name yet?
A. No.
Q. Did you ever talk to Fischer about why it was -- why he changed the grade?
A. No. He -- that was during the time that all the things was happening about him.
Q. Did you ever talk to him about it?
A. No.
Q. How is it that he got into your student's file and changed your grade?
A. The files were kind of teacher-friendly. You could go in, and they were in the guidance office.
Q. So you could just go and look at anybody's file?
MR. QUISENBERRY: Object to the form of the question.
Q. Is that what you're saying?
MS. JACKSON: Same objection.
A. If you had the guidance counselor by telling them you would like to -- we had grades that you -- everything was different. Things changed as years went along. We sent grades in on a grade exchange sheet.
If the student failed but hadn't

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completed work, when the work was completed and you made the changes in the grade, you could go back into their file with the guidance counselor and say, the student completed their work that was not done previous to the end of class. Now they have finished it, and their grade will be this instead of that.
Q. Are you saying that Eddie Fischer went to the guidance counselor and did -- said what you just described and changed a grade that you gave a student? Is that what you're saying?
A. No, I'm not --
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. No, I'm not saying that.
Q. How did that happen then?
A. I don't know.
Q. Well, he must have because that's the way you can get into a file and change a grade, right?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
Q. The guidance counselor must have assisted him in changing your grade.

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MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. No. You get the file, take the grade in to the guidance counselor.
Q. And that's your file?
A. No. That's the student's file.
Q. That's the student's file?
A. Grade file.
Q. So your testimony is at that -- when was this student -- what was the year that he was your student? It was the '80s, wasn't it?
A. I don't know.
Q. It wasn't in the '90s or after 2000?
A. No.
Q. It was in the '80s?
A. I think so.
Q. In the mid-'80s, right?
MS. JACKSON: Objection. Asked and answered.
Q. It was not the 1988-'89 school year, was it?
A. I don't think so.
Q. Okay. So at that time, the way to get into a file was fairly easy, as you've described it. You just go and talk to the guidance counselor,

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right?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. You would talk to them and tell them you had a grade change, and then you could get their file and bring it to the guidance counselor and make a grade change, yes.
Q. In the presence of the guidance counselor?
MR. QUISENBERRY: Object to the form of the question.
A. You could.
Q. Would the guidance counselor just hand over a student's file to you?
MR. QUISENBERRY: Object to the form of the question.
A. I don't -- you're asking a question about something that -- what guidance counselors -- what their rules and regulations are for them handling students' -- it was a grade sheet. It wasn't actually the whole file of the student. It was just -- it was a grade exchange sheet.
Q. Have you ever done this, went and changed a grade?
A. Oh, yes.

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Q. Okay. So you know how the process works?
A. Yes.
Q. How did it work for you?
A. I went in, told the guidance counselor that I had a grade exchange -- I had a grade exchange sheet that I needed to change grades for students that had completed the work. And they said, go ahead and get the exchange sheet.
I went and got it, brought it to them, said this person now receives this, now receives that. And they would exchange it, and then you would initial it to show that you were the one that made the change.
Q. So how is it that Fischer was able to change your grade?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form.
A. I don't know.
Q. Did you ever take a file and leave?
A. No.
Q. Would they permit that?
A. No.
Q. Who was the guidance counselor?
MS. JACKSON: Object to the form. Can

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you clarify when?
Q. In the '80s.
MR. QUISENBERRY: Same objection. Object to the form.
A. There's been a turnover of guidance counselors.
Q. Who was it at this time?
MR. QUISENBERRY: Object to the form of the question.
Q. You must have been asked this question in your prior deposition, right?
A. No.
Q. No?
A. No.
Q. Didn't think about it at all? You didn't think, how did this happen?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. Yes. I was trying to figure out how it happened.
Q. Yeah. So how do you think it happened?
A. I don't know. Same thing I told the lawyers during the deposition, I do not know how this happened.

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Q. How do you think it happened?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. Probably the approximate same way that I would change a grade. He just went in there, got the file, changed the grade. That's what I'm guessing. I mean, I don't know.
Q. So who was the guidance counselor?
A. Pardon me?
Q. Who was the guidance counselor?
A. There were different guidance counselors for different grade levels. I could not tell you right now with the amount of guidance counselors that have gone through this school which one was there at that time.
Q. This -- was there more than one at one time?
A. Oh, yes.
Q. Okay. How many?
A. Anywhere from three to nine.
Q. Nine guidance counselors?
A. (Witness nodded.)
Q. Who do nothing but are guidance counselors?
MR. QUISENBERRY: Object to the form of the question.

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MS. JACKSON: Objection.
A. Different guidance counselors for different -- testing guidance counselors, career guidance counselor, could be different guidance counselors for different things in the school.
Q. And there were up to nine of them?
A. That's just a number. I mean, I'm not saying there was nine. But like you said, I'd have to sit here and count each -- I do not know. I'm just, you know, putting a number.
Q. The year that that student was in your class, who were the -- who was the guidance counselor or counselors?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form. Asked and answered.
A. I don't know who would be there.
Q. So when you were thinking to yourself how this happened, it never crossed your mind?
A. No.
Q. Did you change the grade?
A. No.
Q. And you don't care to learn how it happened?
MS. JACKSON: Objection.

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MR. QUISENBERRY: Object to the form.
A. They never gave me an explanation of how it happened.
Q. That was not a response to the question that I asked. And my question to you is whether or not you cared to learn how it happened.
A. Yes.
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Same objection.
Q. Of course you did. But as I understand what you're telling me, you never tried to figure it out?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. I asked.
Q. Who did you ask?
A. The lawyers.
Q. How would the lawyer know?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. I don't know.
Q. Do you like being associated with Eddie Fischer?
MR. QUISENBERRY: Object to the form of the question.

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MS. JACKSON: Object to the form of the question.
A. Say that again.
Q. Do you like being associated with Eddie Fischer?
MS. JACKSON: Same objection.
MR. QUISENBERRY: Same objection.
A. No.
Q. If it were me, I would want to find out how that happened and who all was responsible, if somebody came into my file -- my student's file and changed a grade that I gave a student.
MS. JACKSON: Objection.
Q. And the person who allegedly did it is a known child rapist, I would not want my name anywhere close to that, and I would be banging down doors, burning up the telephone, doing whatever I need to do to find out how it happened. You're telling me you didn't do anything.
MS. JACKSON: Objection.
Q. You asked a lawyer.
A. No. No, I didn't say that.
MS. JACKSON: Objection. That was not the answer that was given.

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MR. QUISENBERRY: Object to the form.
Can I ask the witness to stop answering and let me get my objections in here? I know I'm way over here, but give me a second to object.
THE WITNESS: Okay.
Q. What did you do to try to find out how it happened if you did not change it? You asked the lawyer you told me. What else did you do?
A. I asked the lawyer, how did this happen because I know nothing of it.
Q. Other than that, did you do anything else to try to find out what happened?
A. I showed the lawyer -- when they showed me the grade, I said that is not my initials beside that grade being changed. My initials are CRS. The initials are there for EF. And I said, I do not know how it was changed. I have no idea how it was changed. But I said, it should not have been changed.
Q. Because he deserved to fail?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to form.
Q. Right?
MR. QUISENBERRY: Same objection.

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A. He failed his class work.
Q. Was it a lot? Was it a big F? A big whopping F? Got 18 percent?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form of the question.
Q. Or it was close enough where it could be brought up to a D?
MR. QUISENBERRY: Same objection.
MS. JACKSON: Same objection.
A. I don't remember what the grade was.
Q. Well, it was an F?
A. F, yeah. Well, it went by number, numerical grade.
Q. And you don't remember if it was close to a D?
A. No, I don't.
Q. Did you write EF?
A. No.
Q. You don't remember the student's name?
A. No.
Q. Now, these other -- and you never had an altercation with that student?
A. No.
Q. You never had an argument?

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A. No.
Q. Never had any issues with him at all?
A. No.
Q. Did you like him? Was he a nice kid?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. He was a good student in my class.
Q. Well, why did you fail him?
A. He didn't complete the work that was assigned to him.
Q. These other -- was he an athlete?
A. I don't know.
Q. Did you ever give him a ride home?
A. No.
Q. These other student athletes, football players and wrestlers and softball players, you gave them rides home?
MR. QUISENBERRY: Object to the form of the question.
A. If they needed one.
Q. From practice?
A. Yes.
Q. From school?
A. Yes.

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Q. Other teachers do this?
A. Yes.
Q. Other coaches?
A. Yes.
Q. Did the administration know about it?
A. Yes.
Q. And it was an accepted practice?
A. Yes.
Q. Was there a policy on it?
A. The only policy was we were not to leave the athletes alone or by themselves after practice. We are to make sure that all have left the field before we do. So most coaches waited for a ride. If the student didn't have a ride, the athlete didn't have a ride, then we took them home.
Q. How often did that happen?
A. Not all the time.
Q. And they asked you for a ride, or you volunteered to give them a ride, or both?
A. Both.
Q. As a coach, did you ever say to your team, football team -- you were coaching varsity football, right? Part of being a good team is being a team. You ever say to your captains or your upperclassmen, hey, this guy needs a ride. He

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doesn't have a ride home. Why don't you-all take him home? Did you ever suggest that to your players?
MR. QUISENBERRY: Object to the form of question.
MS. JACKSON: Objection.
A. Yes.
Q. Did they say -- what did they say to that?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. Some would say, I have other activities I've got to do. I cannot -- I can't do it.
Q. And that was an acceptable response to you?
A. Yes.
Q. Your teams successful?
A. Yes.
Q. Win championships?
A. Yes.
Q. What sports?
A. Softball, wrestling, football, golf.
Q. Every team that you coached won championships?
A. Yes.
Q. While you were a coach?
A. Yes.

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Q. What types of championships?
A. Softball, we were region champions, went into the state playoffs. Golf, we went into state playoffs, won the region championship. Softball -- football, we won the conference championship, region championship, went into the state playoffs. Wrestling, we won conference championship, and I brought in eight to ten wrestlers in the state championships.
Q. How many of your student athletes got scholarships to college in the sport that you coached?
A. Ballpark figure?
Q. Sure.
A. 12, 15.
Q. In your -- and you've been coaching and teaching for over 30 years?
A. Yes.
Q. I've got to tell you, 12 to 15 college scholarship level athletes and 30-plus years of coaching and winning all these championships, and you were okay with students -- with your team leaders allowing the rest of their teammates to not have a way home from practice?
MR. QUISENBERRY: Object to the form of

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the question.
MS. JACKSON: Object to the form.
A. You can't force your captains to carry somebody home.
Q. You can make them not a captain anymore, can't you?
A. You don't handle the program that way.
Q. Were you ever a head football coach?
A. Head junior varsity football coach.
Q. Okay. Were you ever a head softball coach?
A. Yes.
Q. What years? Were you the head softball coach in 1988 and '89?
A. Yes.
Q. Was there a tryout process, or was it whoever signed up was on the team?
A. There were a few years that --
Q. In the '88-'89 season -- the 1989 season, I guess it would be.
A. There's always a tryout.
Q. So you had a tryout in 1989?
A. Yes.
Q. Did you cut anybody?
A. No.
Q. So whoever came to try out and wanted to be

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on the team was on the team?
A. Unless they quit themselves.
Q. Did anybody quit?
A. During that time, I couldn't tell you. I don't know.
Q. You don't know if anybody quit in 1989?
A. No.
Q. Have you thought about the 1989 softball team since this lawsuit began?
A. No.
Q. Have you thought about the 1988 and '89 school year since this lawsuit began to try to refresh your memory?
A. No.
Q. What was the school policy on -- let's take a step back. Did the school have an employee manual of some kind that they gave you?
A. Yes.
Q. And they gave that to you every year?
A. Yes.
Q. So every year, you got a new manual?
A. Updated.
Q. Updated, all right. And these were written, in written form?
A. Yes.

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Q. At that time, in the '80s, in the manual, did it include policies and procedures that they had on certain things?
A. Yes.
Q. All right. Did it have a policy on sexual misconduct?
A. I don't remember for sure.
Q. Did you ever have any training on sexual misconduct?
A. We didn't -- sexual misconduct, be more specific.
Q. Having sex with your students.
A. No, we didn't have any.
Q. Nobody said, this is not a good idea; you shouldn't do that?
MS. JACKSON: Objection to form.
MR. QUISENBERRY: Same objection.
A. Oh, yeah. That was said, yes.
Q. Okay. But in the manual, it didn't have anything about that?
A. I don't remember, no.
Q. Okay. These other student athletes that you gave rides to, do you remember their names?
A. Yes.
Q. What were their names?

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A. Mackie Moore.
Q. Who's that?
A. He was one of my wrestlers. Terry Moore.
Q. Wrestler?
A. Wrestler.
Q. They brothers?
A. Yes. Martin Williams, wrestler. Kip Smalls, wrestler. Some of the football players are way back, so I can't -- names, I couldn't tell you. You want it for all my sports that I coached, names?
Q. Where was the wrestling practice?
A. At the high school.
Q. And I think I asked you earlier, but I don't remember your answer. Where was the football practice field?
A. Well, like I said, depending on what year you would be asking. At the old high school, it was at the high school in the back corner of the football field. At the new high school, it was on a practice field that they developed from building the new stadium.
Q. So did the players -- and the football team, they could walk to practice from school?
A. Yes.

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Q. So they got changed in the locker room, went to practice, came -- walked back or ran back, whatever they did, to the locker room, changed, and went home?
A. Most of them didn't change.
Q. They went home in their pads?
A. Yes.
Q. You-all didn't keep the pads there at school?
A. They could have.
Q. But you allowed them to take the pads with them home?
A. Yes.
Q. Okay. What about golf?
A. The golf course was at Municipal Golf Course.
Q. Did you give your golf players rides from school to the course?
A. No.
Q. Never?
A. I gave a couple of them rides home.
Q. Okay. Was there any other -- who was the other golf coaches, or were you the only one?
A. At the same time?
Q. Yeah.

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A. Just me.
Q. Okay. Now, wrestling we talked about. Soccer, where were soccer practice fields?
A. It was at Stiles Point Elementary School.
Q. How far is that from the high school?
A. Three or four blocks, maybe.
Q. Walking distance?
A. Yes.
Q. Did you walk to practice, the players walk to practice?
A. Most of them drove.
Q. You drove three or four blocks?
A. Yeah. Because they would leave the school -- and my soccer practice was like -- I had to wait for the elementary school to get out because we couldn't come back there. So we had to wait till -- it was like an hour after our school let out that the elementary let out, and then we had soccer practice. That way we wouldn't interfere with elementary students being there or buses coming in or out.
Q. Did you give soccer players rides to practice?
A. No.
Q. Did you give them rides home?

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A. Not knowing for sure, but if they needed a ride, yes.
Q. And the softball field, where is the softball field?
A. Softball field is in the right corner of the high school, behind it.
Q. On school grounds?
A. Yes.
Q. Give students rides to practice?
A. No.
Q. Give them rides home?
A. Yes.
Q. Who?
A. You want the names of each one of the softball players that I gave rides home to?
Q. Yes. Is it so many that you can't remember?
A. Well, it's -- over the years --
Q. Let's talk about 1988 and '89.
A. 1988-'89?
Q. Yes.
A. I gave a ride home to the young man that was my -- like a manager. I gave a ride to [redacted] [redacted]home. Let's see. Who else would have been going that direction. If I remember right, Lilly Hanna.

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Q. When you gave these girls rides and the manager -- what was the manager's name?
A. Bubba Brandt.
Q. Were they in groups, or were they alone?
A. Groups.
Q. Always?
A. Majority of the time.
Q. Majority of the time. Sometimes they were alone?
A. Not necessarily. Might have been two. Might have been three at a time. Not really one at one -- by themselves, no.
Q. Well, you gave [redacted] a ride alone --
A. Yes.
Q. -- haven't you?
A. Pardon me?
Q. You gave her rides alone, didn't you?
A. No.
Q. You never gave her a ride alone?
A. Not from softball practice.
Q. From school?
A. From school?
Q. Yes.
A. Yes.

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Q. And to the -- any other -- at some point, even the groups would have to be separated, one person go to their house, the other person go to their house. At some point, you're alone with a student, right?
A. Right.
Q. Okay. So in that regard, every trip was a one-on-one alone trip at some point. Is that fair?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. With different athletes, yes.
Q. Okay. Now, did you ever spend any time with any of your students outside of school and coaching?
A. Yes.
Q. Okay. In what context?
A. Girls going to softball clinics, going to softball camps. Wrestlers going to wrestling clinics. Wrestlers going to wrestling camps. Usually in that form.
Q. You're describing rides in your car or --
A. Yes, uh-huh.
Q. Okay. These camps and these clinics, where were they?

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A. We've had them as far as University of South Carolina. We've had them as far as Pembroke, North Carolina. Just depends on what specialty I wanted them to be involved in and where the camp was located at.
Q. And these trips were overnight trips?
A. They stayed overnight. I didn't.
Q. You drove to Pembroke, North Carolina, and drove back?
A. Yes, I did.
Q. And then drove back up to get them?
A. Yes, I did.
Q. Why?
A. They were an athlete of mine, a wrestler that I wanted to give them the chance to make themselves better for the team.
Q. Where were their parents?
A. Where were their parents? I don't know. I mean, I imagine at home.
Q. How far is Pembroke, North Carolina?
A. Wow. I'm going to say it's close to a three-hour drive, maybe four-hour drive.
Q. One way?
A. One way.
Q. Did the school reimburse you for your gas?

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A. No.
Q. Were these during the summertime?
A. Summertime usually, yes.
Q. Let me see if I understand. You would drive three or four hours one way, drop off whoever it was you were dropping off, and then not spend the night, drive three or four hours back. How long were these camps?
A. Depending on what the expertise of the people that were doing the camps, they could last anywhere from three days to a week.
Q. So three days to a week later, you would drive three or four hours back to get them?
A. Yes.
Q. Pick them up, drive three or four hours back to Charleston?
A. Yes.
Q. And their parents were okay with this?
A. Sure.
Q. Student -- these were wrestlers?
A. Wrestlers, softball players.
Q. They old enough to drive themselves?
A. Yes. But we didn't really want them to be out on the road by themselves driving.
Q. Why?

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A. I didn't want anything to happen to any of my athletes going to the camp or coming back.
Q. And you -- by driving them yourself -- did you drive yourself?
A. Yes.
Q. The students never drove?
A. No.
Q. No? Did you-all ever go out to eat, have a meal together?
A. Oh, yes.
Q. And they stayed where? At a school?
A. At the college, usually at the college.
Q. In the dorm?
A. Yes.
Q. And you were there to drop -- to register them, I suppose?
A. Yes.
Q. Did you participate in those camps in any way?
A. No.
Q. Never an instructor or anything like that?
A. No.
Q. Okay. Who paid for the camps?
A. They paid for their own camps.
Q. And their meals and everything, did you buy

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them the meals?
A. That was all included in the camp price.
Q. Well, I mean, on your way up there, you never stopped at McDonald's, had a Big Mac?
A. Yeah.
Q. You paid for that, didn't you?
A. No.
Q. Never?
A. They paid for their own.
Q. Okay. And you never spent a night?
A. No.
Q. All right. Any of these that you've just described where there was only one student?
A. One student going to a camp?
Q. Yes.
A. No.
Q. Always groups?
A. At least two or more.
Q. Okay. Is that something that you required, to be two or more?
A. No. It just depended on the activity.
Q. Did they ask you to drive them?
A. No.
Q. Okay. Did some students go to camps on their own without you as their coach driving them

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there and picking them up?
A. Right offhand, no, I don't think there was ever any that I set up to go to a camp that they drove themselves.
Q. Okay. Did you ever have any social interactions with your students outside of school?
A. No.
Q. Okay. You ever drink alcohol with them?
A. No.
Q. Provide them alcohol?
A. No.
Q. Cigarettes?
A. No.
Q. Anything --
A. No.
Q. -- like that?
A. No.
Q. You ever disciplined any students or student athletes for possession of alcohol?
A. Yes.
Q. Okay. Can you tell me about that?
A. I had a -- well, actually, it wasn't alcohol. It was tobacco. I had a couple of soccer players that I saw walking down the road smoking a cigarette. And when I got to practice the next

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day, I told them they were suspended for two days for breaking a policy of having tobacco as an athlete.
Q. That's your policy or the school policy?
A. My policy.
Q. Why didn't you report them to the school?
A. It was outside of school.
Q. So?
A. They were walking the street outside of school. That has nothing to do with the school.
Q. Well, you wanted to report the two students that you saw embracing.
A. Yes. That was on school grounds.
Q. Okay. You ever touched any of your students?
A. No.
Q. Never gave them a high five?
MS. JACKSON: Objection.
A. If you're saying it that way, yes.
Q. Pat them on the butt?
A. No.
Q. Never?
A. No.
Q. You ever shower with your students or your athletes?

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A. No.
Q. Football players didn't shower?
A. No.
Q. Did they have showers?
A. Yes.
Q. And none of them showered?
A. None of them ever showered.
Q. You must have had a stinky football team.
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
Q. Yeah?
A. (Witness nodded.)
Q. They smelled bad?
A. Well, after a hard workout, yes, they had an odor about them.
Q. You didn't tell them to shower?
A. You can tell them, but you can't make them.
Q. And none of them showered?
MS. JACKSON: Objection. Asked and answered.
Q. I just want to be clear.
A. Yeah. Probably over 30 years, nobody ever showered.
Q. Did the coaches?

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A. Did we -- we had our own office.
Q. Did it have showers?
A. Yeah.
Q. And did the coaches shower?
A. Yeah.
Q. After practice?
A. Not all the time.
Q. They were individual showers or a community shower?
A. Where is that?
Q. The coaches.
A. Coaches was one shower.
Q. Just one shower?
A. Yeah.
Q. So one person in the showers?
A. Right, right.
Q. And that's that.
A. Right.
Q. Now, the student showers, same way?
A. No.
Q. They have a bunch of shower heads around the thing, right?
A. Right.
Q. So after a game, a home game, they just left without showering?

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A. That's right.
Q. Did you-all ever have dances or anything like that?
A. Yes.
Q. After football games?
A. Yes.
Q. And they still didn't shower?
A. That's right.
Q. Any of your football players have girlfriends?
A. Well, I imagine so.
Q. Not for very long if they weren't showering.
A. Well, I imagine they went home and showered.
Q. Well, the dances were at school, right?
A. Right.
Q. So the players would have -- play a football game. They would change clothes or not change clothes?
A. Most of them changed clothes.
Q. All right. So some would change, some wouldn't change. They would get in their cars and drive home, or did you ever give them rides home after the games?
A. A couple here and there.
Q. All right. And drop them off at their

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house, or they would go to their house, shower, get back in their car, drive back to the school for a dance?
A. That's probably what I'm thinking they did.
Q. Now, these manuals, employee manual that you got updated every year, how was it presented to you? Did everybody get together as all the teachers and administration get together before the school year and go over it? Or did they send it to you in the mail, or how did that work?
A. We got together in a teachers' meeting before school started, and they went over the manual.
Q. Okay. And everybody was provided a copy?
A. Yes.
Q. And do you have any of those manuals?
A. No. They collected them at the end of the school year.
Q. Okay. So you would leave it there at the school?
A. Yes.
Q. And the school would take it from you every year and update it and give you a new one the next school year?
A. Right.

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Q. Now, as far -- on these -- on these trips, camps, rides, anything, would you ever buy anything for any of your athletes or students?
A. Yes.
Q. Okay. Gifts of some kind?
A. No.
Q. What would you buy?
A. Food.
Q. Food. Would you-all actually go to a restaurant and sit down and eat?
A. Usually fast food.
Q. Okay. You never bought them any equipment or apparel, uniform, clothing, anything like that?
A. Only at the beginning of the season when we purchased what all athletes are -- you know, that the team was going to wear.
Q. Well, the school purchased that, didn't they?
A. Right, right.
Q. But did the school give you a checkbook and you went and bought equipment?
A. No. We would go to the sports store and order it.
Q. And the bill would come to the school?
A. Right.

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Q. I'm talking about outside of that.
A. Oh, no.
Q. Come out of your own pocket?
A. No.
Q. Never bought any shoes or anything like that?
A. Well, yeah. Now that I think about it, yes, I bought my -- one of my wrestlers some wrestling shoes because he didn't have the money to get a pair.
Q. Okay. Who was that?
A. Mackie.
Q. Mackie. So you bought him a pair of wrestling shoes?
A. Yes.
Q. The school doesn't provide wrestling shoes?
A. No.
Q. How much do those cost?
A. About $30.
Q. What about warm-up suits? Ever buy any of those?
A. No.
Q. What about when you're traveling, did you have a dress code?
A. Not really, no.

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Q. So they didn't have to look a certain way?
A. No.
Q. They could just show up in a tank top?
A. Well, I mean, within reason.
Q. Did you ever buy anybody a polo shirt?
A. No.
Q. Pair of pants?
A. No.
Q. When you did travel for away games, did the school provide transportation?
A. In a way. We drove the buses most of the time.
Q. When would you not take a bus provided by the school?
A. When we went to camps or to clinics like that.
Q. Okay. And is that something that you did on a yearly basis? Almost every year, you'd have camps in the summertime?
A. Tried to get the athletes to the camps, yeah.
Q. Mostly wrestling?
A. No. There was girls' softball, wrestling, and then they started developing different activities for the football players.

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Q. And so you would take them to those camps as well?
A. The football players were usually -- transportation was provided by the school because it was the head coach. I was the assistant. It was set up by the head coach to go to these camps, and transportation was provided through them, through the school.
Q. Okay. Now, as far as the school policies and procedures go, did that employee handbook that -- or manual -- did it have a name?
A. Charleston County School Employee Handbook.
Q. Yeah. It doesn't matter. I just didn't know if there was something that you-all called it. When you got that, did that cover the coaching aspect as well?
A. Not really, no.
Q. Okay. Did they give you a separate policy, handbook, manual, whatever you want to call it, for coaching?
A. No.
Q. The athletic director give you anything?
A. No.
Q. Nothing about, here's the set of rules and regulations as far as Charleston County School

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District and James Island High School is concerned for the coaches and athletes?
MR. QUISENBERRY: Object to the form of the question.
A. Only the information that dealt with your practice, eligibility of athletes, grades, that.
Q. Sure. But that was in the employee handbook and things like that, wasn't it?
A. No.
Q. It wasn't?
A. No.
Q. It was just a school set of rules that you have to be passing all your classes to be eligible to participate in sports?
MR. QUISENBERRY: Object to the form of the question.
Q. Or something like that?
MR. QUISENBERRY: Same objection.
A. There was different rules that were set up.
Q. Doesn't -- aren't those set by the -- I don't know what you-all call it here -- the athletic governing body. Does the State or the County have something like that?
MR. QUISENBERRY: Object to the form of the question.

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Q. For example, I don't know the lingo here. I'm from Pennsylvania. All right? And so it's the PIAA, the Pennsylvania Interscholastic Athletic Association. And that is -- they hold championships. You get a trophy from them. You won that championship, and all that stuff. That's a sports governing body, right?
A. Right.
Q. You understand what I'm saying?
A. Right.
Q. Was James Island High School a part of something like that?
A. Yes.
Q. What? What's it called?
A. It was South Carolina High School League.
Q. Okay. And I'm specifically talking about back in the '80s, '88, '89. It was called the same thing then?
A. Yes.
Q. Did they give you -- is that where you got the grade requirements and things like that?
A. They had a grade requirement, and Charleston County Schools had a grade requirement.
Q. Where was that grade requirement found? Is that in your employee handbook that they gave you every year?
A. That was in the South Carolina High School League handbook.
Q. Okay. But do I understand you to say that the school itself had a separate policy or benchmark for grade performance to be eligible for athletics?
A. The school district did.
Q. Was it the same as the sports, James Island -- what's it called? The South Carolina --
A. South Carolina High School League.
Q. Was it different? The grade requirement, was it different, or was it the same?
MR. QUISENBERRY: Object to the form of the question.
A. Different years, it changed.
Q. Yeah. And what I'm asking is, there may be a minimum grade point level to be eligible as far as South Carolina High School League is concerned. Are you saying that the school district had a higher or a lower -- they can't have a lower because it wouldn't make any sense. Did they have a higher grade point average for their students to participate?
A. Yes.

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Q. Okay. So it was above the requirement -- the minimum requirement of the South Carolina High School League?
A. Right.
Q. Okay. Where was that found? That requirement, where would you find that? I'm a student athlete and I'm getting an F in your class, I need -- to stay eligible, I need my grade point average to be the following thing. Where do I find that requirement?
A. In the handbook for South Carolina High School League.
Q. Okay. And that's a written --
A. Yes.
Q. Okay. And that was provided to you as a coach by whom?
A. Usually, it was sent to the athletic director, and he had the main copy for it.
Q. So if you had a question, you would go to the AD?
A. Yes.
MR. EDWARDS: Let's take a break, and then we can order you-all some lunch.
(A recess was taken.)
Q. You ready?

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A. Yes.
Q. Feeling all right?
A. Pardon me?
Q. Feeling all right?
A. Sure.
Q. Do you remember where we stopped? What we were talking about?
A. About the grading policy.
Q. Right. Now -- I don't have any more questions about that, just so you know.
The '88-'89 school year, let's talk a little bit about that. What subjects did you teach that year?
A. World geography.
Q. Was that it?
A. Yes.
Q. Did you coach anything?
A. Girls' softball.
Q. Any other sports?
A. I don't remember. No.
Q. No, you didn't, or you don't remember?
A. I don't remember.
Q. Okay. Football? You can look at Exhibit Number 1, if it will help you remember.
A. Yeah. Girls' softball.

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Q. Okay. Now, how did it work? Did you have a classroom that you were assigned and your -- you had your homeroom there, and then also you had your geography classes in the same classroom?
A. Yes.
Q. Do you remember what classroom it was that year?
A. It is now the guidance counselors' offices.
Q. Okay. But you do remember where it was?
A. Yes.
Q. And do you remember the classroom itself? How it looked, how it was set up, where the chairs were, where your desk was, things like that?
A. Yes.
Q. Okay. How many classes did you teach in a day?
A. We have changed the curriculum. Then, four.
Q. I'm sorry? Four?
A. Four.
Q. I'm sorry. I don't mean to jump around, but I didn't ask you a couple of questions about something we talked about earlier.
(Exhibit No. 3 was marked for identification.)
Q. Plaintiff's Exhibit Number 3 is Bates

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labeled YCR 01173. Take a look at that and tell me what that is.
A. I have no idea.
Q. You've never seen that before?
A. No.
Q. Doesn't it say -- it's a termination form, isn't it, dated June 13th, 1994?
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Same objection.
A. That's what it says.
Q. Do you know what that could be in reference to?
A. No.
(Exhibit No. 4 was marked for identification.)
Q. Plaintiff's Exhibit Number 4 is actually page 2 of 2 continuing from Exhibit Number 3, and it's a change form that changes your employee type from type 5 to type 3 for the '94-'95 school year. Do you know what that is?
A. No.
Q. Do you know what it means?
A. No.
Q. Okay. Did you have a change in pay?
A. If I finished more courses during that year,

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there could have been a change in pay depending on the amount of courses that I completed.
Q. Okay. Did that happen?
A. There were different times throughout my 35 years that I took classes.
Q. But you don't remember specifically anything that happened in 1994-'95?
A. No.
Q. Okay. And you don't remember being terminated from any position?
A. No.
(Exhibit No. 5 was marked for identification.)
Q. Exhibit Number 5 is another termination form dated February the 16th, 1995. And it says the last day worked was January the 30th, 1995, which is the same day on Exhibit Number 1 it says you were terminated as the tennis coach.
MS. JACKSON: Objection.
Q. Can you tell me what that form is or what it's referring to?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. No.

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Q. But you agree with me, don't you, that it appears to be a termination form?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. Only because it's underlined.
Q. It says termination at the top, and termination is underlined?
A. Yes.
Q. And that appears to you, does it not, to be a form that indicates you were terminated from something?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form.
A. For what is shown there, yes.
Q. Okay.
(Exhibit No. 6 was marked for identification.)
Q. Exhibit Number 6 is a termination form. It says it's stamped received June 9th, 1994. Says last day worked was June 10th, 1994. And under comments, it says terminate at coding, and then it gives a series of numbers.
MS. JACKSON: And then it says only

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with two exclamation points.
Q. Do you know what that is?
A. No.
(Exhibit No. 7 was marked for identification.)
Q. Exhibit Number 7, termination form dated February -- stamped received February 8th, 1995, stating the last day worked, January 30th, 1995, boys' tennis coach. Do you know what that is or what that could be referring to?
A. No, I don't.
Q. Have you reviewed your employee file --
A. No.
Q. -- that was produced? No?
A. No.
Q. What do you think happened in '94 and '95 that would result in all of these termination forms?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
Q. Do you have any idea?
A. The only thing I can see here by this form that you showed me that I know nothing about was they have an X to accept other work, voluntary resignation. That they might have put me in the

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possible boys' tennis coaching position, which I was coaching softball at the time, which means that you can't coach two sports in the same season.
MS. JACKSON: And would you just identify which exhibit you're referring to.
THE WITNESS: Exhibit 7.
Q. If you didn't do -- if you didn't coach tennis, why would it say that?
MS. JACKSON: Objection to the form.
A. No. They could have put my name down, thinking that that's what position I would be doing.
Q. Why would they think that?
A. Many times they looked at the coaches, and if you weren't coaching a specific sport at that time, they needed you to coach it, and lots of times they just put you in that position.
Q. So did they put you in a position of boys' tennis coach?
A. No.
Q. Does that form -- did you resign from coaching softball?
A. Did I resign from coaching softball?
Q. Yeah. I thought you said earlier that if -- you can't do two things at once, can't be in two

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places at one time, right? If you're coaching tennis, which is a spring sport, can't also be coaching softball, another spring sport?
A. Right.
Q. Right?
A. Right.
Q. So did you coach softball that year?
A. I would have to look at this because I do not know. This is the '95 -- '94-'95 season. By your forms here, it is showing that I was coaching softball at that time. And they could have made a mistake, put boys' tennis down, found out that I wasn't a boys' tennis coach, and terminated me and gave -- because I was softball.
Q. Are you speculating about that?
A. I'm just looking at what your forms say here, and kind of following what the forms say.
Q. To be clear, these are not my forms. Okay? This is your employee file. Is any of this refreshing your memory as to whatever was going on in 1994 and 1995?
A. No.
Q. Nothing? Okay. Let's talk a little bit about [redacted] Was she in your homeroom class?

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A. No.
Q. Did she have -- but she did have classes with you, didn't she?
A. Yes.
Q. Geography, correct?
A. Yes.
Q. And do you remember her as a student? Was she a good student, average student, poor student, as far as academics are concerned?
A. I don't really know her academic ability that long ago.
Q. Okay. But you -- do you remember her being in your class?
A. Yes.
Q. And do you remember her going out for the softball team?
A. Yes.
Q. And she did -- was she on the team?
A. No.
Q. What was she?
A. She was in the process of getting eligible in South Carolina.
Q. What does that require?
A. You have to have a birth certificate, send it to the High School League, has to be approved by

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the High School League and sent back to you, along with passing the appropriate classes for eligibility.
Q. And she was in the process of doing that?
MR. QUISENBERRY: Object to the form of the question. When are we talking about just so I --
Q. I don't know. I thought you said she was in the process of doing it.
A. You said the '89-'90 -- or '88-'89 school year.
Q. Yeah. I asked you if she was on the team, and you said no. And I asked you what she was, and your answer was she was in the process of doing those. Correct?
A. All students -- all athletes go through that same process.
Q. Every year?
A. Every year.
Q. Okay. So did she complete that process?
A. I don't remember.
Q. All right. Well, in the -- during the season then, what position did she play?
A. She was working as a pitcher.
Q. All right. How many games did she pitch?

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A. I don't know.
Q. Was she a starter or a relief pitcher?
A. No. She wasn't a starter.
Q. No, not a starter?
A. She wasn't in relief.
Q. Not in relief. If she's not starting and not in relief, when was she pitching?
A. She was working on her pitching ability.
Q. Okay. Did she pitch at all?
A. She pitched in practice.
Q. I'm sorry?
A. She pitched in practice.
Q. Not in the games?
A. 35 years ago, I don't even remember if she played in any games whatsoever.
Q. That was 22 years ago.
A. 25 years ago.
Q. 22.
A. 22, okay. 22 years ago.
Q. 23, actually.
A. 23.
Q. You haven't thought about this at all?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.

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A. Thought about what?
Q. These type of things, the softball team and the season and [redacted] and what she did and didn't do.
A. Only when all of this came into existence about this that I'm highly upset about it, that's when I started having ideas and thoughts about it.
Q. Okay. So do you remember if she pitched in any games?
A. I don't remember.
Q. And do you remember -- did she play any other positions?
A. No.
Q. Just pitcher. Was that her request? She wanted to pitch?
A. Yes.
Q. Okay. And were you in need of pitchers? Did you have other pitchers?
A. Had others, but was in need.
Q. Okay. Did you have many excess players, many people who were on the bench?
A. No.
Q. Do you remember how many players were on the team that year?
A. No, I don't.

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Q. Did you have any assistant coaches?
A. Yes.
Q. Who?
A. There was another teacher that was assistant coach with me.
Q. Who was that?
A. I don't remember her name.
Q. It was a female?
A. Female.
Q. Was that the only year that she was an assistant coach?
A. Yes. Because I had other assistants.
Q. Was that your only assistant coach?
A. Yes.
Q. And your manager, Bubba, that you mentioned earlier, was he there?
A. Yes.
Q. During this school year?
A. Yes.
Q. Okay. Do you remember whether you had a good team or a bad team that year?
A. Good athletes, tough competition.
Q. How was -- did [redacted] make it all the way through the season, stick with the team?
A. I don't remember that.

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Q. Did she quit?
A. No.
Q. Did she show up to every practice and every game?
A. Every practice.
Q. Okay. But not every game?
A. No.
Q. And were you okay with that as the head coach?
A. I'm not okay with that if the student is one of the eligible players on the team.
Q. Was she ineligible?
A. I don't remember that.
Q. Okay. Do you remember when the season started?
A. Beginning of February. End of January, beginning of February.
Q. Practice started sometime before then, I assume?
A. Before then?
Q. Before --
A. No. That was when it usually started.
Q. That's when practice started?
A. Practice started.
Q. And then the games started in February or not until March?
A. The end of February.
Q. End of February. Now, did she miss any practices when she tried to kill herself? I take it she didn't make it to practice that day?
A. She wasn't on the team then.
Q. She wasn't on the team then?
A. No.
Q. That was February the 13th, 1989. Do you know that?
A. No.
Q. Do you remember that day at all?
A. Just what transpired, but, no, I don't remember the date or anything.
Q. But you remember her suicide attempt?
A. Yes.
Q. Okay. And she wasn't on the team at that point?
A. No.
Q. Why not?
A. I don't know.
Q. Did you kick her off?
A. I don't know. I don't know what happened.
Q. You don't know if she quit, you don't know if you kicked her off, and you don't know what happened. But you know she wasn't on the team --
A. Right.
Q. -- on February the 13th, 1989. Was she on the team after that?
A. No.
Q. Not after that?
A. No.
Q. So she was on the team for a period of how long? Couldn't have been more than two weeks.
A. Well, she wouldn't have been on the team at all. Because, like I said, eligibilities have to go out. You're not classified a member of the team until eligibilities have been sent into the High School League, High School League approves it, and then it comes back to you to show eligibility, that you are eligible to play.
So she wouldn't have been on -- actually, none of the girls would have been what you classify an eligible softball player.
Q. Okay. I'm not asking if she was eligible. Day number one, practice number one, whoever is there is your team, correct?
A. No.
Q. Not correct?
A. No.

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Q. What is wrong with that?
A. Because I just said they have to be eligible.
Q. If they're not eligible, they're not part of the team?
A. That's right.
Q. So you didn't have a team at that point because nobody was eligible?
A. Yes, that's true.
Q. You had a group of girls who were interested in softball who got together and went to the softball field and you orchestrated workouts?
A. Yes.
MR. QUISENBERRY: Object to the form of the question. Sorry.
Q. Okay. But no team?
A. No team.
Q. When did your team become eligible and therefore become a team?
A. Different girls, depending on when their eligibility was sent in became eligible at different times. Some girls might not have got the eligibility to me at the time I needed their birth certificate. Some of them might have been late getting it to me. So they might be put on a

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different eligibility. So they -- their eligibility would come at different times.
Q. Okay. So what would you have classified [redacted] as during the two weeks or so between February 1st and February 13th?
MR. QUISENBERRY: Object to the form of the question.
A. A young lady trying out for the team.
Q. Okay. Now, when she tried to commit suicide, where were -- do you remember -- you remember this, I think you just said.
A. Yes.
Q. And tell me what it is you remember about that.
A. In what -- I mean, what are you asking me about?
Q. How many students have tried to kill themselves in your career?
A. In my career?
Q. In your classroom.
A. Oh, in my classroom? None.
Q. Not even [redacted]
A. Oh, yes, her.
Q. Except for her. Okay. So I want you to tell me what it is you remember about that one time

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when a student of yours tried to kill herself in your classroom.
A. She -- it was at the end of school. She came through my doorway, and I was standing back by my desk. She kind of stumbled into my room, and I asked her if she was okay because I didn't know if she had fallen, she had been -- you know, was sick or something was wrong with her.
She mumbled some words that I didn't understand, but I did pick out, I've taken an overdose of pills. I instantly hollered into the hallway to get the nurse, call 911, and I began walking her back and forth in my classroom because she had -- she kind of almost fell to pass out. So I start walking her back and forth in my classroom till the nurse came down.
Q. Okay.
A. That was it. And the nurse just helped me walk her around, and the EMS came and took her, and that was it.
Q. That was it?
A. (Witness nodded.)
Q. Okay. Was your classroom empty at the time?
A. Yes.
Q. And the EMS people came in and brought a

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gurney or a wheelchair or something to transport her out of the school?
A. I don't remember exactly -- I don't remember exactly what took place at that time.
Q. Did she lose consciousness in your classroom?
A. No.
Q. No?
A. She looked like she was.
Q. She was nonresponsive, right?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. With me questioning her about, are you okay, she didn't really -- she wasn't really saying anything to me. It was all garbled.
Q. Were her eyes open?
A. Halfway.
Q. Okay. Was she standing -- you were physically trying to hold her up, weren't you?
A. Yes.
Q. But she couldn't have done it on her own?
A. I don't know.
MS. JACKSON: Object to the form.
Q. If you had not been holding her, do you think she would have fallen?

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MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. I don't know.
Q. Well, you're a -- why else would you be holding her?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. Because she made the movement like she was going to fall forward, and I did not want her to hit the floor.
Q. Okay. I'm not trying to trick you. I'm just trying to figure out what happened. And if someone comes stumbling in and you're holding her up, it seems to me that she probably would have fallen over if you hadn't held her. That's all I'm trying to say.
Now, what -- how long was it between the time she came stumbling in and the nurse came? A couple minutes?
A. No. It wasn't that long.
Q. A few seconds?
A. Probably a few seconds.
Q. A few seconds. You hollered out into the hallway, right?
A. Yes.

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Q. Were there students in the hallway?
A. Yes.
Q. And they heard you?
A. Yes.
Q. And they went to get help, to get the nurse?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. I don't know.
Q. But you didn't go get the nurse?
A. No.
Q. You just hollered, and then a nurse showed up?
A. Yes.
Q. And somebody called 911?
A. Yes.
Q. But you didn't call 911?
A. No.
Q. All right. And then at that point, did the nurse attempt CPR or any type of first aid?
A. I don't remember.
Q. Did you perform CPR or any type of first aid?
A. No.
Q. Are you trained in that way?
A. At that time, outside of my classes that I have taken, I was not trained what you would call where I had a card for CPR, no.

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Q. But you knew a little bit about it?
A. Yes.
Q. Okay. And when EMS -- when the nurse came -- do you remember who the nurse was?
A. No.
Q. Okay. Male nurse or female nurse?
A. Female.
Q. Okay. Did you-all have a nurse on staff there at the school every day?
A. Not every day.
Q. She was there that day though?
A. Yes.
Q. Okay. Did she ask you any questions?
A. No.
Q. Did you -- what did you say to her?
A. I just said, this girl came into my class and said she had taken an overdose. That was it.
Q. All right. And then EMS personnel came and took her away to the hospital. At that point, did you have to -- I mean, nobody asked you any questions? Did you have to tell -- go talk to the principal or the administration or to anybody --
A. No. The nurse --

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Q. -- of your higher-ups?
A. No.
Q. Nobody asked you any questions?
A. The nurse -- the nurse just filed a report herself.
Q. With who?
A. For the school, I --
Q. Are you guessing about that?
A. No. The nurse has to file a report of anything -- any injury or anything like that.
Q. Have you seen a report?
A. No.
Q. Did you help her write it?
A. No.
Q. Okay. So you just went about your business that day, taught the rest of your classes?
A. No. This was at the end of school. School was over.
Q. School was over. All right. Was the principal still there?
A. I don't know.
Q. Well, the principal is there the next day, right?
A. Yes.
Q. And did you talk to anybody about that,

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about what happened?
A. Just the nurse.
Q. Let me get this right. A student of yours overdoses on pills, comes stumbling into your classroom belligerent, falling over, barely can keep her eyes open, you're holding her up. You holler out to call 911, ask for a nurse. The nurse comes, the EMS personnel come to the school in the school, take the student physically from your classroom through the hallways out the door to the hospital, and not one person in the administration asked you any questions about that?
MR. QUISENBERRY: Object to the form of the question.
A. No. Because it was handled through the nurse.
Q. And you didn't tell anybody about that?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Object to the form.
A. I don't remember.
Q. Why wouldn't you tell anybody?
MR. QUISENBERRY: Object to the form.
A. It wasn't something that you just go out and start having a conversation about.
Q. I would.

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MS. JACKSON: Object to the form.
MR. QUISENBERRY: Object to the form.
Q. How do you not?
MR. QUISENBERRY: Object to the form.
A. That's a -- that's a private thing of an individual. You just don't go out and have conversations with just anybody about, you know, something happening like that.
Q. Did other teachers know about this?
A. No.
Q. Were there no other teachers in next-door classrooms?
A. No.
Q. You were the only one there?
A. My classroom is the last classroom on the end next to the doors.
Q. What about the students? You see any students that were in the hallway when you hollered out, call 911, the next day or the day after or in the following days after this happened?
A. At the time that that took place, I was more involved and interested in her safety and what it -- keeping her -- because I did not know what had actually happened except for her garbled conversation.

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I was more looking for her safety than looking around the school and seeing what students were there or when EMS came or anything like that. That was my main concern was I knew one of the things was to walk them if they had taken any kind of overdose of any kind of medication.
Q. Okay. Did you call her parents?
A. No.
Q. Who called her parents?
MR. QUISENBERRY: Object to the form.
A. I don't know.
Q. Did you go check on her in the hospital?
A. No.
Q. Did you go check on her at her house?
A. Yes.
Q. Okay. When?
A. That same evening.
Q. Tell me about that.
A. I went to the house. I met the mother. I said, I hope everything is okay. Is she doing okay? She says, yes. I said, thank you. I was just concerned.
Q. That's it?
A. That's it.
Q. What was her reaction to that?

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A. She says, thank you for being concerned.
Q. She didn't ask you any questions?
A. No.
Q. How long was she out of school?
A. I don't know.
Q. Well, was it a long time?
MS. JACKSON: Objection. Asked and answered.
A. I don't know.
Q. When she came back, did you talk to her about what happened?
A. No.
Q. Never came up?
A. Never came up.
Q. Did you talk to her mother any more?
A. No.
Q. What about her father?
A. No.
Q. Did she say anything else when she came into the classroom?
A. No.
Q. Did she ever try to talk to you about it after the fact?
A. No.
Q. At the -- you say it was at the end of the

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day. Had the school just let out?
A. No.
Q. How -- I mean, what time frame are we talking about here?
A. I don't know.
Q. Okay. If school hadn't just let out, you'd be at softball practice, wouldn't you?
A. No. Because our softball practice was set at a certain time because we as teachers had to stay at the school for a certain length of time getting any reports done, any other work. So our practice might have been an hour later.
Q. 4:00? What time did school get out?
A. Time was changed with that too. 2:10.
Q. 2:10. So your softball practice would have started around 3, 3:15, 3:30, something like that?
A. If that's the time that I scheduled it, yes.
Q. And you would have -- did you not have a consistent practice schedule?
A. Depending on games.
Q. But you didn't have games at this point. This was still practice.
A. Scrimmages.
Q. Okay. Against -- okay. But sometime between the end of school and the time you would

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have had to leave to go to softball practice is when this happened, right?
A. Yes.
Q. Did you go to softball practice that day?
A. I don't remember.
Q. All right. What did you tell the softball team about it?
A. I didn't.
Q. How did you explain [redacted] absence?
A. Nobody questioned it.
Q. Not one person asked, hey, where's [redacted]
A. No.
Q. And you just -- she just vanished from the team, and that was it?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Yes.
Q. How do you think she felt about that?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. I don't know.
Q. Do you care?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. I was concerned for her to be able to play

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softball because that was one of her things that she wanted to do.
Q. And how did you do that?
A. How did I do what?
Q. Well, you were concerned about her playing softball, and she had just tried to kill herself. She ain't playing softball if that was successful. Fortunately, she was unsuccessful. You were concerned about her playing softball. How did you help her do that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. Did you welcome her back on the team?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. There wasn't a time that she would have been not a player for the team. It would be just she came back from being sick. I had many athletes that got sick during practice times and didn't come to practice.
Q. She wasn't sick, was she?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. I don't know.
Q. Well, she didn't have the flu, did she?

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MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. Don't know.
MR. QUISENBERRY: Aaron, do you want to eat the food at some point?
MR. EDWARDS: Yeah, I need a break.
(A recess was taken.)
Q. All right. Mr. Smith, you don't have a Ph.D., do you?
A. No, sir.
Q. Can you -- can you briefly give me your professional background? We'll get to that. I don't want to -- I don't want to mess with the record.
When we left, we were talking about [redacted] suicide attempt, and, specifically, we were talking about the softball team and the softball season and [redacted] either coming back or not coming back and what you told anybody or didn't tell anybody about that. Do you remember all of that --
A. Yes.
Q. -- before we broke for lunch? Okay. Now, how well did you know [redacted] at that point?
A. Not real well.

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Q. Did you know that she had recently moved to the area?
A. Yes.
Q. Did you know that it was a large move? And what I mean by large is a large distance. She had moved from Pennsylvania.
A. No.
Q. You didn't know that?
A. No.
Q. How did you know that she had moved?
A. She had made a comment to me when she wanted to play softball that she had played at her last school, and that she had just moved into our area.
Q. Okay. So you at least knew she wasn't -- it wasn't like she moved from Mount Pleasant to James Island or anything like that?
A. Right, yes.
Q. Now, how did that conversation come up?
A. Any time that new athletes transfer into the school, we kind of talk to them and question them about where they played at, what they -- you know, if they were on the varsity level or the junior varsity level, how much ability they had. And that's kind of the same conversations that I use with any athlete that transfers in.

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Q. Okay. So how did it start? Did she -- did you as the coach mention you were coaching, and she came up and asked you about it or talked to you about it? Or did she approach you on her own to talk about joining the softball team?
A. An announcement would have been made for any girls interested in playing softball, report to my room. And that would be the rules and regulations told them and a sheet handed out for me to get their names and what grade they were in.
Q. I'm not sure that answers my question. Did she come and talk to you?
A. After the initial meeting, she did, yes.
Q. The initial meeting. So you had a meeting, anybody who's interested in playing softball, come here at this place and time?
A. Yes.
Q. And some people showed up, and [redacted] was one of those people?
A. Yes.
Q. Okay. Did [redacted] have any friends on the softball team?
A. I don't know.
Q. Were the softball players themselves, were they friends? Do you know?

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A. They were all friends, but they had -- each individual girl was closer to being a friend with one than another.
Q. Okay. Teenage girls can be a wild animal. I understand that. Now, was there any infighting within the softball team, or did they all generally get along pretty well?
A. Generally got along.
Q. And you're a coach. Kind of your job to reign that in, don't you think?
A. Yes.
Q. Keep them cohesive and things like that?
A. Yes.
Q. So when [redacted] tried to kill herself, nobody sent her flowers? Nobody sent her a card? Nobody came to visit her? Nobody came to ask her how she was doing?
A. I don't know.
Q. Well, how would they know? You didn't tell them, did you?
A. No, I didn't.
Q. Why would you separate her from the group like that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.

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A. It's not that I separated her from the group. I just didn't give them information about her personal situation that she had gone through.
Q. But you said earlier you were concerned about her and that she wanted to play softball.
A. I was concerned about her.
Q. Right. Did she not want to come back and play?
A. No. She wanted to come back and play.
Q. So why didn't she?
A. I don't know.
Q. Did you invite her back on to the team?
A. She was never -- never off the team that I would have come up and said to her, you know, you're off the team, unless she would have been ineligible. And if she was ineligible to play, then I would have confronted her just like I do with any of the athletes that are not eligible to play. You didn't pass enough subjects. You're -- the High School League and the Charleston County School rules say that you're ineligible to play for this season.
Q. Was she ineligible?
A. I'm going to say that at the time, I didn't get the eligibility in for her because I didn't

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have her birth certificate. But I -- I would say, yes, she was ineligible to play.
Q. Okay. Did you know her family situation at all? Did you ever talk to her about that?
A. No.
Q. So when you were giving her rides to and from school and practice to her home, that never came up?
MR. QUISENBERRY: Object to the form.
A. No.
Q. But you did, in fact, give her rides to and from school and practice, didn't you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. Practice.
Q. And from school, right?
A. Practice is held at the school.
Q. From school grounds?
A. Yes.
Q. Okay. So what did you talk about?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. I really don't know. I don't have an answer of what the conversations were.
Q. Well, we've excluded family talk. We've

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excluded the fact that she moved from Pennsylvania. Okay. Did you talk to her at all, or did you-all just sit in the car and ride in silence?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. Usually, it was two or three people in the car, and conversations were going on. I really never paid attention to a majority of the conversations because I was driving, and that was my main thing was making sure I got the kids home safely.
Q. What kind of car did you drive?
A. I had a Ford Bronco.
Q. What color?
A. It was a yellow color.
Q. Manual transmission or automatic?
A. It was manual.
Q. Now -- so you don't remember the types of conversations you had? Did you talk on a personal level?
MS. JACKSON: Objection. Asked and answered.
MR. QUISENBERRY: Same objection.
A. No.
Q. You never asked her what types of things she

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liked, didn't like? Anything like that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object. Asked and answered.
MR. EDWARDS: I definitely haven't asked him that.
MS. JACKSON: You've already asked him if he had any personal conversations, and he said no.
Q. Let me clarify. What I mean by personal conversations, specifically, did you ever ask her what types of things that she enjoyed doing?
A. No.
Q. Okay. Do you happen to know or did you know at that time things that she enjoyed doing or that she was interested in?
A. One time, I think she spoke of -- yeah, I know she spoke of being a police officer. She wanted to be a police officer.
Q. She said she wanted to be a police officer?
A. Yes.
Q. Did she say why that was?
A. Didn't have a reason. She just -- just in conversation.
Q. Anything else?

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A. That was about it.
Q. Did she like horses?
A. Did she like horses? I don't know.
Q. Did you ever take her to the horse stables?
A. No, I did not.
Q. Did you ever see her at the horse stables?
A. Saw her one time.
Q. Okay. Tell me about that.
A. I pulled into the horse lot and walked out into the pasture, and as I was about halfway into the pasture, I heard some conversation behind me, and I stopped, turned, and looked at where the gate area was, and saw [redacted] standing with Mrs. Quinn.
And she was saying something to her. I could not hear. I mean, all I did was hear the voices. I did not know what they were talking about. And I went ahead on up, fed my horse.
And came back later on. And I asked Ms. Quinn, I says, what was that all about? And she says, this young lady followed you into -- up at the gate here. I stopped her and told her that nobody was allowed in that pasture and that she would have to leave. And I said, thank you.
Q. Thank you?

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A. (Witness nodded.)
Q. Were you happy that she had been turned away?
A. Yes.
Q. Why?
A. I was the only one in that pasture at the time, and I did not want anybody else at that time coming back into that pasture while I was by myself.
Q. What were you doing back there?
A. Feeding the horse.
Q. Require privacy for that?
A. Horses can get spooked many times. Somebody walks in the pasture, doesn't know all the different things about the way a horse will act, could get kicked, could get run over. And so unless they know about horses, have been around horses, then there's a possibility of them getting hurt.
Q. Did she know anything about horses?
MR. QUISENBERRY: Object --
A. I don't know.
MR. QUISENBERRY: I want to put an objection. Go ahead.
Q. And did you talk with her about that

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incident after the fact?
A. No.
Q. Why do you think it is that she was there?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. I really don't know.
Q. Anybody else ever come to the horse stables to see you?
A. No.
Q. Did you think it was unusual?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Yes.
Q. Were you curious to find out what she wanted?
A. No.
Q. Not at all?
A. Not at all.
Q. Okay. Do you think she had a crush on you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. I can't answer that because I don't know what her idea of what she would have, as you say, a crush. I don't know if that was -- I can't say yes. No.

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Q. All right. From your perspective, how would you describe in your own words how you think [redacted] felt about you?
A. I think she wanted a friend, somebody to talk to.
Q. And that friend was you?
A. Because, I guess, me being her coach, a lot of athletes will --
Q. And teacher?
A. -- confide -- right. A lot of athletes will confide in their coach, talk to them.
Q. But you turned her away at the gate and never asked her about it, never talked to her about it?
A. That's right.
MS. JACKSON: Objection to form.
A. No, I didn't turn her away.
Q. She was turned away at the gate?
A. Right.
Q. And you were happy about that, right?
A. Yes.
Q. And you never asked her or talked to her about it after that, right?
A. Right.
Q. That's not very friendly, is it?

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MS. JACKSON: Objection.
A. No. But I --
Q. And she was looking for a friend.
MS. JACKSON: I'm sorry. You need to let him finish his answer.
A. No.
Q. I'm sorry. No, it wasn't very friendly, or, no, she was not looking for a friend?
A. No. She was not allowed in the pasture. What she was looking for, I don't know.
Q. Okay. We're missing each other here. In your own words, based on your own interactions with [redacted] why was it, do you think, she was looking for a friend?
A. New to the school.
Q. Anything else?
A. A coach usually has a lot of students that they know. She could have been a friend of one of my students, that I knew.
Q. Do you think she looked up to you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. No.
Q. You don't think that?
A. No.

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Q. Why not?
A. She never made any comments to the fact that she looked up to me for any reason except being a coach, her coach.
Q. And so because she never made a comment to you to the effect that, I look up to you, you don't think that she did?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. Aren't you the leader of the team as the coach?
A. Yes.
Q. All right. Don't the players -- don't you want the players to look to you for leadership as far as the team is concerned?
A. Yes.
Q. Don't you want the same thing from your students as a teacher?
A. By all means, yes.
Q. Okay. And of course you want them to respect you, correct?
A. Definitely.
Q. All right. And holding that position, teacher and coach, in both areas, it requires -- do you agree that it requires somebody who embodies

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and exhibits what it is that that team is to represent as well as the school in a classroom that you're teaching?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
Q. Do you understand that question?
A. No. You're getting a little bit --
Q. It was a little wordy. You say that you don't think she looked up to you. Do you think she admired you?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. No.
Q. Don't think that? Okay. Did she respect you?
MR. QUISENBERRY: Object to the form.
A. Yes.
Q. Now, I'm trying to figure it -- I'm trying to figure this thing out, right? And so maybe you can help me with that. [redacted] in your words, was looking for a friend, moved from out of town, maybe didn't have a lot of friends. Do you know if she had a lot of friends?
A. No, I don't.
Q. Don't know. Did you encourage the other

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softball players to include [redacted] in whatever it was they were doing so she could feel part of the group?
A. I was not what you would call involved in the sociability of my athletes with one another. I wanted them to be team players and to respect each other on the field. What they did off the field, I can't control.
Q. Okay. Why then did you not talk with her about the -- about when she came to the horse stables?
A. Because it was getting to the point that she was around different places that I was at. Like in a stalking way.
Q. You think she --
A. And I didn't appreciate that.
Q. Did you tell her that?
A. Yes.
Q. How did she react to that?
A. Unconcerned.
Q. Not concerned. Okay. Was that before or after she tried to kill herself?
A. I don't -- I don't know. Don't remember the time.
Q. Don't remember. When she went to the horse

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stables, was that before or after she tried to kill herself?
A. Don't remember that.
Q. You don't remember whether it was before or after?
A. Don't remember whether it was before or after.
Q. Okay. Can you explain -- well, as a coach, are you concerned about the well-being of your players?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form.
A. For the most part.
Q. As a teacher, are you concerned about the well-being of your students?
MR. QUISENBERRY: Same objection.
MS. JACKSON: Same objection.
A. In some instances.
Q. Okay. Do you think that the school is concerned about the well-being of their students?
MR. QUISENBERRY: Object to the form of the question.
A. Definitely. Yes, yes, I do.
Q. And of course, they put, among other people,

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the teachers in positions in which the school can actually make that happen?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. The school is an entity itself. It's an idea, really. Okay. So the school wants its students to generally be okay, right? They want them to be safe, right?
MR. QUISENBERRY: Object to the form.
A. Right.
Q. Based on your experience as a teacher at James Island High School, that's what you understand to be true, right?
A. Yes.
Q. Okay. And so -- but the only way that the students can be cared for is through its teachers and coaches and things like that, right?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. Not just teachers and coaches. The administration, guidance counselors.
Q. Sure.
A. Everybody at the school.
Q. All right. Well, we know the administration and guidance counselors couldn't have helped

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[redacted] after she attempted suicide because you didn't tell them about it. So the only people who knew about it was you and the nurse.
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. So what did you do after she attempted suicide to try to make her feel better, to ask her what was going on, or to otherwise figure out what it was that led her to swallowing a bunch of pills and coming into your classroom?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. Did you do anything?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Outside of asking her how she was, no, I didn't.
Q. Do you think you should have?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Not really. Because I thought if there was a problem that a guidance counselor would have been the best person to go to to talk about the situation and not come to me because I don't have the counseling skills under psychology, psych,

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whatever. I don't have those skills to talk with a student about that. The guidance counselor would have been the best person to go to.
Q. Did you tell her to go to the guidance counselor?
A. No.
Q. Do you think you should have since the guidance counselor is the one with the skills required to help her with that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. I guess. Well, I really figured after her mother knowing that she did this that it would have been her responsibility to go to the guidance counselor.
Q. You think it was the mother's responsibility to go to the guidance counselor at the school?
A. Yes, I do.
Q. Okay. And that you shouldn't have told her the same thing? That's what your testimony is?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. I didn't know what her reason for doing that was.
Q. Did you ask her?

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A. No. Because there's some things that students outside of activities that they perform with the teacher in the way of classroom is not a teacher's responsibility to become involved in something like that.
Q. But she wasn't some random student that you didn't know, right?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. She was in your class, and she was on the softball team; isn't that right?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. Yeah. But you've got to look at what if everyone student felt that way.
Q. Obviously, every student is not going to feel that way because you don't know every student. The two students that you saw embracing you said you didn't know. But [redacted] was in your geography class that year and on the softball team, which you were the head coach, correct?
A. Right.
Q. And there's only a few people on a softball team. Couldn't have been more than, what, 12, 13 people?

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A. About that, yes.
Q. So that's a dozen, baker's dozen. Not very many people. Those people you know, right?
MR. QUISENBERRY: Object to the form.
Q. Right?
MR. QUISENBERRY: Same objection.
A. Yes.
Q. Okay. So when one of those people tries to kill themselves and comes into your classroom -- why do you think she did that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. I really don't know.
Q. You never asked her?
A. No.
Q. Did you not wonder why?
A. In my own mind.
Q. What do you think?
A. I don't know because I don't know why she did it in the first place. Don't know the reasoning.
Q. Could it have been because she was looking for a friend, and the person she was looking to be a friend turned her away?
MR. QUISENBERRY: Object to the form.

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MS. JACKSON: Objection.
A. Well, first off, that was a wrong way of putting it. I didn't turn her away. I did everything I could do at that time that she came into my classroom to provide her with as much first aid as I could to keep her alive because all I knew was she took an overdose.
And I did what any teacher, coach, whatever in that school would come across is providing help for a student that needed help because of the situation she put me in.
Q. That she put you in?
A. Yes.
Q. And what situation was that?
A. Walking into my classroom.
Q. And that put you in a bind?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. Not a bind.
Q. Why did it put you in a situation?
A. Any teacher, coach, or whatever gets put into a situation that is life-threatening possibly or something that is harm to athlete, student, whatever, is putting that person into a situation that they have to do certain things in order to

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make everything okay.
Q. Did you think it made you look like you had done something wrong?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Objection.
A. No.
Q. You didn't think that?
A. No.
Q. You didn't feel that way?
A. No.
Q. Why didn't you tell anybody then?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection. Asked and answered.
A. Back to the same comment, what happens to students with their personal life is not to be talked about to other people.
Q. So you think and it's your testimony that you did everything that you could do for her?
A. Yes.
Q. Okay. And do you think that the school did everything that they could do for her?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. You didn't tell anybody else at the school,

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so they didn't do anything, right?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. I don't know what the school did.
Q. Do you know if they did anything?
A. I don't know that, no.
Q. How would the school even know what happened other than the fact that the ambulance showed up and paramedics came in and wheeled her out?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. How would the administration or the principal or anybody in charge of running the school have known what had happened?
A. The nurse would have said something that dealt with that situation.
Q. You think so?
A. I know that any time a student is injured that the nurse takes over the job of handling the situation. We are not -- we are not doctors. We cannot -- we can't diagnose an injury or diagnose what is happening. We have to do what we can do that we know of to try to protect the person. Outside of that, when it goes to the nurse, it's out of our hands at that time. They take over, and

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we back out of the way.
Q. But you didn't do anything to protect her person, did you?
MR. QUISENBERRY: Object to the form.
A. Yes.
MS. JACKSON: Object to the form.
A. I walked her around up and down in my classroom thinking that that was the only way to keep her --
Q. You kept her physical body from dying is what you're saying, right?
MR. QUISENBERRY: Object to the form.
A. In my estimation of what possibly she had done, yes.
Q. What about in here, in her head, and in here, in her heart? What did you do to help her with that?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
Q. Did you do anything?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Objection.
A. I would say showing my concern by asking her mother how she was and hope she feels okay.
Q. This is a girl who's got such bad thoughts

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in her head that she is prepared and, in fact, attempted to end her life, and you think that that -- asking her mom if she was okay is helping her with that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Objection.
Q. And that's enough? That's all you could have done?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. Couldn't you have asked her about it? Talked to her about it?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
Q. I mean, I know you didn't. You say you didn't. But you could have, couldn't you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. No. Because I believe that if she needed some form of help, that her mother would take her to somebody that could help her out with her problem. Because, like I said, I do not have the education of a psychiatrist or a guidance counselor to talk with her about her situation or her problem.

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I am a coach and a teacher of hers. Problems with softball, yes. Problems in the classroom about doing an activity or doing -- performing in her school work, yes. Outside of that, when it comes to medically, no.
Q. What about fondling her in the classroom?
A. That didn't happen.
Q. Never happened?
A. Never happened.
Q. Okay. What about forcing her to perform oral sex?
A. That didn't happen.
Q. Never happened?
A. Never happened.
Q. Weren't you part of the problem?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Objection.
Q. You're saying that she didn't -- wasn't your problem, that your problem is homework assignments and softball drills. She took a bunch of pills and walked into your classroom. Weren't your part of the problem?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. No.

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Q. You think it was just a coincidence that she came to your classroom? You don't think that, do you?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. I don't know.
Q. Why wouldn't you talk to the police whenever they came and asked you questions?
MS. JACKSON: Object to the form. Can you set a timeline?
MR. QUISENBERRY: Objection.
A. I don't understand your question. What are you talking about?
Q. Did the police ever come asking you questions about you and [redacted]
A. They never came. They requested me to come to the substation.
Q. Yeah. Why didn't you talk to them?
A. My personal lawyer was there and said that -- told them that he would talk with them about any of the situation.
Q. Why would you need a lawyer?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Any time you're going to go talk about a

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situation that involves police, everybody wants to have a lawyer there.
Q. If you didn't do any of those things, why wouldn't you talk to them?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. Because when I asked my lawyer --
MS. JACKSON: I want you to stop right there. Don't say anything that was said between you and your lawyer.
THE WITNESS: Okay.
MS. JACKSON: Okay.
Q. You still have to answer.
MS. JACKSON: If the answer is on the advice of an attorney, then you can give that much, but don't say what specific --
A. Advice of my attorney.
Q. Did you want to talk, tell your story?
A. No.
Q. You didn't want to talk?
A. No.
Q. And other than the advice of your attorney, why didn't you want to talk?
A. I didn't know of any of the allegations.
Q. Then how do you know whether or not you want

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to talk?
A. Advice of my attorney.
Q. Okay. What happened to your employment whenever the police got involved?
A. Everything went on normally.
Q. Everything was just peaches and roses?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. You didn't get terminated?
A. No.
Q. You did not get terminated?
A. Not terminated.
Q. You sure about that?
A. Yes.
Q. What happened?
A. I was given a few days of vacation to get myself back to being able to handle my duties as a teacher and a coach because of the allegations that were put forth that I was totally upset about and disgusted about. And I wanted to get away and be able to calm myself down.
Q. How long was your vacation?
A. Two, three days.
Q. Did you go somewhere?
A. Stayed at home.

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Q. And stewed?
MS. JACKSON: Objection.
Q. Or what did you do at home? Watch TV? Talk with your wife?
A. Talk with my wife.
Q. Yeah. She upset?
A. Highly upset.
Q. What did you tell her?
A. What the allegations were.
Q. And did she ask you if they were true?
A. She knew they're not true.
Q. Then what did you do for the rest of the two or three days?
A. Calmed myself down.
Q. Have you ever cheated on your wife?
A. No.
Q. Never had any extramarital affairs?
A. No.
Q. Ever?
A. Ever.
Q. With anybody?
A. Ever.
Q. Never?
A. Never.
Q. Okay. Did you talk to anybody else about

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it?
A. About -- can you --
Q. I don't know. You said --
A. -- give me more --
Q. You said that when the police came calling, you didn't get terminated, but you went on a little mini vacation.
MR. QUISENBERRY: Object to the form.
Q. And you talked to your wife. Okay? Did you talk to anybody else?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. My daughter, my sister.
Q. You contacted them and told them what was going on?
A. Yes.
Q. What did you do that for?
A. Family. We're a close family.
Q. Anybody else?
A. Close friends.
Q. Such as? You talked to your friend, Steve Shaddrix, didn't you?
A. Yes, I did.
Q. And you-all talked about what was being said

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about you, right?
A. Talked about the allegations about me.
Q. Okay. Did you talk with his wife?
A. Yes.
Q. And what did she have to say?
A. You want her comments?
Q. She works at the school too, right?
A. Yes.
Q. What is her job?
A. She is the head of the secretaries in the office.
Q. In the front office?
A. Yes.
Q. Okay. Where is the -- where was the front office in relation to your classroom at that time?
A. On the same side as my room into the next building. The next building over, it's on that same side, the first room on that side.
Q. I'm not sure I'm following you with that.
A. My room is here. You walk outside the school, go into the next building, office is the same thing.
Q. Can you draw it?
MR. QUISENBERRY: Can we go off the record while he's drawing it?

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(Off-the-record discussion.)
(Exhibit No. 8 was marked for identification.)
Q. All right. Exhibit Number 8 is your drawing of your classroom and the front office of the school. What is this thing between?
A. That's the -- that's the end of this part of the building and the beginning of the next part of the building.
MR. QUISENBERRY: Can I see the exhibit? Do you mind?
Q. Is there a corridor or a hallway?
A. It's a breezeway right there.
Q. Connecting them?
A. It's not connecting them. It's a breezeway that's like a courtyard, entrance to the courtyard out of this side of the building to that side of the building.
Q. Can you draw the whole rest of the building? And the reason why I ask you that is, where -- where was the nurse's office?
A. Right across from the main office.
Q. Okay. So did you leave the classroom and shout out to someone -- walk me through that again.
A. No. I was in my room and hollered -- my

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door was open. I hollered out through my door.
Q. Towards the offices there?
A. No. Towards the hallway. There's a hallway that runs right here. Kids were in that hallway.
Q. Is there a lot of kids there?
A. I don't know.
Q. In my experience, at the end of the school day, the kids are gone.
A. Some. A lot of them have after-school meetings with their teachers or after-school work or just anything that they might need to accomplish at the end of the school day.
Q. How many do you think were in the hallway? Was it a --
A. I couldn't give you a number.
Q. Was it a crowded hallway like in between classes?
A. No.
Q. No? And you just shouted?
A. Yes.
Q. Did you recognize any students?
A. I didn't look.
Q. How did you know that there were students there?
A. I saw bodies passing my door. I just

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glanced up while I was with [redacted] and glanced up just to see bodies and just hollered to them.
Q. Okay. Can you see from your classroom over to the -- through the courtyard area to the offices, administrative offices and the nurse's office?
A. There's little skinny windows, so you -- from my room, you mean?
Q. Yes.
A. No.
Q. You can't?
A. No.
Q. Okay. Can you see, if you peer out your door, look down the hallway, and those are the offices down there? Can you see that?
A. You can't see the offices. You can see the hallway.
Q. I've got you. And so, fortunately for you, the nurse was in that day?
A. Yes.
Q. And how often was the nurse there?
A. I don't know. They had their own schedule. I don't know what it was.
Q. Well, what happens if somebody got injured when a nurse wasn't there?

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MR. QUISENBERRY: Object to the form.
A. Usually, secretary handled it.
Q. Steve Shaddrix's wife?
A. Her and any of the other ladies that would be in the office.
Q. Did she help you out here when [redacted] tried to kill herself?
A. No.
Q. Was she there?
A. I don't know.
Q. You didn't talk to her about it?
A. I don't remember.
Q. Did you talk to Steve Shaddrix about it?
A. No.
Q. Did you talk to anybody about the fact that a student of yours tried to kill herself?
A. My wife.
Q. Okay. What did you tell her?
A. Same thing that I told you, that she came in my classroom, she had taken an overdose, and they transported her to the hospital.
Q. Did you speak with the paramedics?
A. No.
Q. Why not? Did they not ask you what happened?

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A. Nurse took over that. Like I said, once we get the nurse involved, she handles it all.
Q. And who was the nurse again? What was her name?
A. I don't know.
Q. And was there more than one nurse or just the one lady?
A. One.
Q. Just one lady? Okay. And she had an office, a nurse's office?
A. She had a -- like a little clinic where kids could come to if they were sick, got hurt, injured in any way. She had a little small one.
Q. Okay. And at the end of the day, did she stay?
A. I don't know what her schedule was.
Q. You don't know if she stayed after the end of the school day?
A. No.
Q. Now, did you happen to know any of the police officers that were involved in this investigation?
A. You mean the ones that wanted to question me?
Q. Did you know any of the officers that wanted

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to question you?
A. No.
Q. Okay. Do you know any of the officers that were involved in any way with this investigation?
A. No.
Q. Are you sure?
A. Not any of them that were involved in talking to me about the situation, no.
Q. Who did you know?
A. The one police officer, Doug Wright.
Q. You know him?
A. Yes.
Q. How do you know him?
A. He was a student of mine.
Q. Talk to him?
A. After the situation, yes.
Q. But your lawyer told you not to talk.
A. To the two officers that were investigating it.
Q. And you said earlier that you didn't want to talk.
A. To the officers that were investigating it.
Q. Why did you want to talk to Doug Wright about it?
A. He was in school during that time.

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Q. So what?
A. He was in my class during that time.
Q. And --
A. Just out of the blue. He was a wrestler of mine.
Q. Have you stayed in contact with him all these years?
A. No.
Q. Well, how did you contact him?
A. His mother works at the school.
Q. What's her job?
A. She is a teacher's aide.
Q. What is a teacher's aide?
A. One that works in with English teachers or the special education.
Q. She ever work with you?
A. Handicapped. Pardon me?
Q. Ever work with you?
A. No.
Q. So did she -- did you tell her about what happened?
A. No.
Q. Did she give you Doug Wright's contact information?
A. I asked her for his phone number.

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Q. And why did you ask her for that phone number?
A. He was a student that was in school during that year.
Q. And what did you hope to accomplish by contacting Doug Wright?
A. Just to find out information that he might know about the time that I had [redacted] in my class. Do you remember her? That was the question. Do you remember her?
Q. How many students were in your class at that time?
A. Approximately 30 to 32.
Q. And of those 30 to 32, do you know the whereabouts or anything about what those people are doing now or what they were doing at the time the police came calling?
A. Not very many of them.
Q. A few of them though, right?
A. A few of them.
Q. And of those few, can you name them?
A. Names?
Q. Yes.
A. I can't tell you, no.
Q. Well, I can save the rest of your classmates

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from being subpoenaed and tracked down and their time wasted if you can just tell me who those people are.
A. I don't know all their names. I don't remember that.
Q. How do you know where they are and what they're doing then if you don't know what their names are?
A. I might see a friend of theirs that says, so-and-so --
Q. But if you don't know what their names are, how do you know the identity of the person that you're referring to right here, right now?
A. No. I'm saying I don't know of the names of the students -- all the students that were in the class during that time.
Q. I'm not asking you about that. I'm asking you about the students that were in your class at that time that when the police came calling, you knew where they were and what they were doing?
A. Oh, no, no.
Q. None? Just a minute ago, you said there was a few.
A. You asked me if there was a few that I knew where they might have been. You didn't say during

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this time right here.
Q. Yes, I did. And you said there was a few.
A. Okay. If you said it was the time during this, then, no, I do not.
Q. Well, when then did you learn of these few people?
A. When I started figuring out that I needed to find students that would have knowledge of knowing [redacted]
Q. And why would you want to do that?
A. Well, I'm being charged with -- allegedly charged with something that is ridiculous, and I am upset about it, and I'm getting -- and I get fired up about it every time it comes up. And I wanted to make sure I knew of people that were going to be there that would know about this and be able to tell the truth.
Q. Okay. Did you contact them?
A. No, I didn't.
Q. The only person you contacted was Doug Wright, who happens to be a police officer with the Charleston Police Department; isn't that right?
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Same objection.
A. I don't know who he's -- you know --

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Q. You know he's a cop, right?
A. Yes.
Q. And you called him?
A. Yes.
Q. In fact, you sought out his information to call him from his mother?
A. Yes.
Q. And she gave that to you, right?
A. Yes.
Q. And did you tell her why you wanted to call her son who was a cop?
A. Her family, her other son, Doug, were athletes of mine. She is a friend of mine. I have asked about Doug over the last amount of years that he was in school because he was good friends with my godsons that were also on the wrestling team. And I kind of kept up -- he played football for me, and I kept up with his -- what he had done.
Q. Through his mother?
A. Yes.
Q. You didn't -- never called him before that, right?
A. No.
Q. Okay. So every other time you kept up to date on Doug and what he was doing, how he was

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doing, it was through conversations with his mom, correct?
A. Yes.
Q. So when you asked for his phone number, she surely must have asked, yeah, sure, what's going on, right?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. Did she ask you anything about why you wanted a phone number?
A. She didn't ask, but I gave her a comment to the fact that Doug had gained a lot of weight, and I said I was concerned about his weight gain and hopefully that he was losing this. And I wanted to get a phone -- I wanted to get his phone to call him just to see how he was doing.
Q. So you lied to her?
A. No. He was. He had gained a lot of weight and was having physical problems with it.
Q. And that's why you asked her for the phone number?
A. And I didn't lie to her. I was curious about his condition.
Q. That wasn't the real reason though, was it?
MS. JACKSON: Object to the form.

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MR. QUISENBERRY: Same objection.
A. In my mind, it was part of it, yes.
Q. A reason to call him?
A. Yes.
Q. But not the real reason, right?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Object to the form.
Q. You could have asked his mom about that and asked her to convey a message, or you could have done that at any time as he was gaining the weight or any time before the police came calling, but that didn't happen.
A. I didn't know he had gained all that weight till later on.
Q. Okay. But the fact of the matter is you called him to talk about this investigation, didn't you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. No.
Q. No? You-all didn't talk about that at all?
A. The conversation was -- I said to him, I have alleged allegations against me about a --
Q. So you did talk about it?
A. I said to him, and he said that he has not

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got any conversation about it. He doesn't know anything about it.
Q. Okay. And then what?
A. And then I just kind of explained to him what was happening.
Q. And what was your explanation to him?
A. I said that I am being -- I have alleged allegations of a student in the class that I was having sexual relations with.
Q. Okay.
A. And he says, I don't believe it.
Q. Okay.
A. Pardon me?
Q. All right. Go on.
A. And I said, well, if I need you as a character witness, would you be willing to be a witness for me? He said sure.
Q. He did?
A. Uh-huh.
Q. Told you that?
A. (Witness nodded.)
Q. Okay. What else?
A. That's it.
Q. That's it?
A. That's it.

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Q. How many times did you then talk with him after that?
A. None. Just that one time.
Q. Never again after that?
A. Never again.
Q. You didn't ask him for an update, what was going on? Anything like that?
A. No.
Q. Did your lawyer?
A. After my lawyer --
MS. JACKSON: Object. Don't answer anything about any conversations you had with your lawyer or anything your lawyer told you.
A. I never had any conversations with him.
Q. Do you know if your lawyer contacted him?
A. I don't know that.
MS. JACKSON: And even if he does, it would be a matter of attorney-client privileged communications.
MR. EDWARDS: That is not true. Okay.
Q. Do you know if your lawyer actually made contact or attempted to make contact with Doug Wright?
A. My lawyer never told me he contacted Doug Wright.

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Q. I don't want to know what your lawyer told you, really. I want to know whether you know if he did contact Doug Wright or if he tried to contact Doug Wright.
A. No. I don't know that.
Q. You don't know that?
A. No.
Q. Doug never told you that?
A. No.
Q. Nobody else ever told you that?
A. No.
Q. And you never asked him to do it, did you?
A. Asked?
Q. Anybody. Did you ever ask anybody to contact any police officer including Doug Wright?
A. No.
Q. Okay. Did you know what [redacted] was doing for a living at that time?
A. No, I did not.
Q. You didn't know that? Doug didn't mention it to you?
A. No.
Q. I'm a bit confused, and maybe I'm just slow. But can you explain to me why you felt comfortable enough to talk with Doug Wright about what was

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being said about you but not the investigating officers?
A. Advice of my lawyer.
Q. Does your lawyer know that you contacted Doug Wright?
MR. QUISENBERRY: Object to the form.
A. No.
Q. You think that was appropriate?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A. What do you mean, what is appropriate?
Q. [redacted] files a criminal complaint. They perform an investigation or begin performing an investigation. You refuse to talk to the investigating officer, but you contact Doug Wright whose mother you know and have kept up with over the years, knowing that he is a police officer to tell him what's been alleged against you -- this is what you've testified to. To tell him what's being alleged against you and to ask him to be a character witness. Do you think that that was an appropriate thing to do?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Objection.

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A. Yes.
Q. Okay. But you wouldn't tell the investigating officers that you didn't do it or that it wasn't true, right?
A. No. You're turning that around.
Q. Didn't you tell the --
A. My lawyer.
Q. Okay. But didn't you tell Doug Wright that?
A. No.
Q. You didn't tell him it wasn't true?
A. Well, yeah. Yeah, I told him it wasn't true. He knows it wasn't true.
Q. Yeah. Sure, you did. So why wouldn't you just tell the investigating officers that?
A. Advice of my lawyer.
Q. Okay. Have you seen the police reports?
A. Yes.
Q. You've read them?
A. Yes.
Q. So you've read the allegations?
A. Yes.
Q. According to what's in this report --
A. Yes.
Q. -- what was said. And, of course, then you read the allegation about you pulling your yellow

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Bronco to the side of 1014 Fort Johnson Road.
A. I read it, yes.
Q. Do you know where that is?
A. No.
Q. You don't know where 1014 Fort Johnson is?
A. No.
Q. Do you know where Fort Johnson Road is?
A. Yes.
Q. And it's nearby the school, correct?
A. I don't know.
Q. You don't know?
A. I don't know where that address is at.
Q. But the road itself is nearby the school, correct?
A. Yes. It's right in front of the school.
Q. And there was a store there. Do you remember that?
A. Pardon me?
Q. Do you remember a store being on Fort Johnson Road near the school?
A. Yes.
Q. So you know the store that's being referred to in this allegation?
A. I know the store. I don't know the address.
Q. Got you. And then you saw the allegation

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that [redacted] got on the center console, right?
A. That's what it said.
Q. All right. And that she performed fellatio on you. You saw that?
A. I saw, but it did not happen.
Q. Didn't happen. You saw the allegation that you put your hand on her head and ejaculated in her mouth. That didn't happen?
A. That did not happen.
Q. Why is she saying it did?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. You tell me.
Q. That's not an answer.
A. I do not know.
Q. So you think just out of the blue for no reason she just made everything up about you?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Object to the form.
A. Yes.
Q. That's what you really believe?
A. Yes.
Q. Why would she do that?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Objection.

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A. Do not know.
Q. You don't know. Do you have any idea?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. No.
Q. Why would you then call people and Doug to be a character witness to be able to describe [redacted] what they remembered and all of those things that you -- that we just talked about?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Same objection.
A. Because my name is being dragged over something that is bad for anybody. And I don't want my name out there with that kind of thought about me.
Q. And that was what your concern was, right?
A. That's right.
Q. And that was your concern whenever she came into your classroom on February the 13th, 1989, right?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. No.
Q. Well, you didn't want your name out there with a student dying in your classroom, did you?

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MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. I didn't say that.
Q. Well, you didn't, did you?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. I helped the girl. I walked her up and down my room to help give her some kind of first aid for something that was happening to her.
Q. Uh-huh.
A. She, as far as I know, could have died right there. I didn't know. I did what I thought I needed to do to make her comfortable and to help her out because she was somebody that had done something that she injured herself in a way. I was doing what any other teacher, coach, or whatever would have done to help a student out that was in that situation.
Q. And then you didn't tell anybody about it, right?
MR. QUISENBERRY: Object to the form.
Told the nurse.
MS. JACKSON: Object to the form.
A. That's not a conversation you carry on with just anybody.

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Q. According to your story, you should be receiving a medal for your actions for doing -- saving her life. But you didn't tell a soul, not one person. And you didn't tell [redacted] a guidance counselor is someone you should see. You didn't tell the softball team anything that happened. She was just gone.
MS. JACKSON: That's a compound question. Objection.
MR. QUISENBERRY: Object to the form.
Q. Why?
A. That's not for everybody's conversation to have about somebody that put themselves in that situation.
Q. Did they -- those girls on the softball team didn't hear about what happened?
A. I don't know.
Q. It never came up the rest of the season?
A. I don't --
Q. Nobody asked one time where -- what happened to [redacted]
A. I don't remember.
Q. Don't remember?
A. No.
Q. How soon after the police contacted you did

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you get in touch with Doug Wright?
A. A week.
Q. And then you didn't talk again after that?
A. No, I didn't.
Q. Do you know who Troi Myers is?
A. The name rings a bell, but I don't know. I don't place the name. The name is, you know -- just rings a bell, but that's it.
Q. I asked you earlier about your coaching responsibilities, and I asked you about swimming. You said you didn't coach swimming.
A. Right.
Q. But did you ever teach a swimming course?
A. Yes.
Q. Okay. At the school?
A. At the Recreational Center.
Q. Not at the school?
A. No.
Q. Okay. And when was that?
A. About my last four years of my teaching career.
Q. Did you ever have anybody -- any issues? Anybody make a complaint about you?
A. Yes.
Q. Who?

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A. The name was not given to me.
Q. Who told you about the complaint?
A. One of the assistant principals.
Q. And that person's name is what?
A. The name is out of my mind. I can't think. I don't remember their name.
Q. Within the past four years --
A. Yeah.
Q. -- how many assistant principals have there been?
A. Seven, eight.
Q. Okay. And you don't remember the one who said, hey, somebody's made a complaint against you?
A. Don't remember their name right offhand.
Q. Was it last year? Two years ago? Three years ago? Or four years ago?
A. No. It's been a lot longer than that. 10 to 12.
Q. 10 to 12 years ago?
A. Yes.
Q. What was the complaint?
A. A student's top came off in the water, and they said I was standing up on the deck looking down.
Q. Were you?

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A. In a way to see what happened because the student was screaming, didn't know if she was drowning, if she had -- or whatever. And all the students were in the water at that time, and I'm constantly watching all the students to make sure -- because we had some nonswimmers in there -- to make sure that there was not anybody that was going to drown.
Q. So who was in the water instructing the students?
A. Nobody was in the water. We were standing on the top around the deck.
Q. This girl was in the water, I thought you said.
A. Yes.
Q. And her top came off?
A. That's what she yelled out.
Q. All right. Was she alone?
A. No. All the students were all around her.
Q. All of the students?
A. Yeah.
Q. Some who couldn't swim?
A. They were in the shallow end, going back and forth on the shallow end.
Q. And you were instructing the course from a

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platform of some kind?
A. No, no. I had two instructors that were Red Cross certified that did the instruction. I just was keeping the discipline and making sure the students were participating.
Q. And this was through the Recreation Department?
A. No. This was through the school. It was a swimming class through the school. But it was held at the Recreation Department, the swimming pool.
Q. How did you get that job?
A. The teacher that had it before me left and went to another job, and the head of the department asked if I would do the swimming class because I had a CDL license to drive the bus over to the swimming pool. No other coach had a CDL but me at that time.
Q. How many students are we talking about?
A. Different years, different amounts. 18, 20.
Q. At this time when this girl lost her top.
A. 20 to 25.
Q. And you-all would hop on a bus and drive over to the swimming pool?
A. I had a bus that I picked the students up in at the school and drove them over to the swimming

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pool, they went in, got in the pool, and the two instructors that were from the Recreation Department instructed them in swimming. I took them after it was over with back to the school and dropped them off, and we walked back into the gymnasium.
Q. This was during school hours?
A. During school hours.
Q. So a course that was a physical education course?
A. Yes.
Q. And it was called what?
A. Swimming.
Q. Called swimming?
A. (Witness nodded.)
Q. You didn't tell me about that when I asked you what courses you taught.
A. Well, that was part of the physical education department.
Q. Okay. Anything else that you taught under the umbrella of physical education?
A. You want all of those?
Q. Yes. We'll come back to that. I do want to know all of those.
A. Okay.

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Q. Who was the teacher that had it before?
A. Jane Barrier.
Q. Jane Barrier?
A. Yes.
Q. So a female?
A. Yes.
Q. And what happened to her?
A. She went on to another job.
Q. Okay. And the head of the department that asked you was who?
A. Millie Kennedy.
Q. And the reason why you were asked was because you had a commercial driver's license?
A. Yes.
Q. And did -- what was her name that had -- the teacher that did it before you?
A. Jane Barrier.
Q. Did she have a commercial driver's license?
A. Yes.
Q. And you provided your own bus?
A. No. The school provided the bus.
Q. The school provided the bus. Why did you have a commercial driver's license?
A. We were requested to get commercial driver's licenses to be able to drive our different sports

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to the different competitions because it was saving money through the school system, and that the school wouldn't have to spend that much money on hiring transportation to drive to our different competitions.
Q. And how far away is this school -- I mean, the pool from the school?
A. Three-fourths of a mile.
Q. And it's off school grounds?
A. Pardon me?
Q. It's off of school grounds?
A. Yes.
Q. So you-all loaded up into a bus to drive three-fourths of a mile down to the pool, and then the students all had already changed into their bathing suits?
A. No.
Q. So they get out, and they change into their bathing suits, and they get into the pool and have their instruction, and then get out, put their clothes back on, and you drive them back to the school?
A. Yes.
Q. How long did all this take?
A. A regular class session, one hour.

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Q. So what happened with that complaint?
A. Nothing.
Q. What do you mean nothing?
A. I explained the situation, and they said it was -- they said okay.
Q. Who said okay?
A. The assistant principal.
Q. It was a man?
A. Yes.
Q. And you don't recall that man's name?
A. No, I don't.
Q. Why would -- and who made the complaint?
A. I don't know that.
Q. But you know what the complaint was?
A. I knew what the complaint was about.
Q. So do you think that maybe the girl who lost her top made the complaint?
A. I don't know.
Q. Maybe her parents?
A. I don't know.
Q. Do you think she made that up?
MS. JACKSON: Objection to form.
MR. QUISENBERRY: Same objection.
A. I don't understand the question.
Q. Well, explain to me why it is that she would

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be upset about that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Speculation.
A. I don't know who made the complaint. I just know there was one, and they questioned me about it, and I told them what exactly happened.
Q. Who was the girl?
A. I don't know that at all. I mean, I wouldn't remember her name.
Q. Do you remember what she looked like?
A. Not really, no.
Q. No?
A. No.
Q. But you know that a girl was in the pool, lost her top, and somebody complained, said you were watching her?
A. Yes.
Q. Don't remember her name?
A. No.
Q. Or what she looked like?
A. No.
Q. Was she a pretty girl?
A. I don't remember.
Q. White girl or black girl?

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A. White.
Q. Blonde hair? Brunette? Redhead?
A. Don't know that.
Q. You don't know?
A. No.
Q. Long hair or short hair?
A. Medium length.
Q. Medium length hair. Was she busty, or was she small chested?
A. I don't know that.
Q. You don't know?
A. No.
Q. Are you sure?
A. I never looked to see that.
Q. Then why would she complain?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A. Her top came off. She was in the pool. There was boys in the pool. She screamed like any girl would probably do if her top comes off.
Q. Okay. She must have felt -- somebody felt that you were doing something inappropriate or else a complaint wouldn't have been made. Can you explain that?
MR. QUISENBERRY: Object to the form.

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MS. JACKSON: Same objection.
A. What I did, I didn't look at it as being inappropriate. I didn't -- I did what I usually do on the deck of the swimming pool. I keep track of all the students to see what each person is doing, if they're performing the activities.
And when somebody screams out, the only thing I can think of is somebody dove out and hit them, and they've been injured, or they're -- something happened to them. They might have got a cramp, and they couldn't swim, and we might have needed to --
Q. But she said my -- that her top had come off.
A. After she screamed, and we all said, what is wrong?
Q. Okay. And what happened?
A. I told everybody to get over to the side of the pool, and the gentleman that was with me walked over to where everybody was standing, and she put the top back on.
Q. In the pool?
A. Yes.
Q. Who was the gentleman that was with you?
A. He is one of the instructors.

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Q. Schoolteacher?
A. No. No. He was head of the swimming department at the Recreational Center.
Q. What's his name?
A. If you wouldn't have asked me this right now, I could probably come up with his name and tell you. But right offhand, names are not my forte. I just don't remember names that often.
Q. What I was asking earlier, what happened with the girl that caused her to lose her top?
A. I don't know.
Q. You didn't ask?
A. No, I didn't. I let that take its course.
Q. Okay. So how did a principal get involved? Somebody call the principal, or did they -- that person tell you what happened?
A. I don't know. I was just told that there was an incident at the pool, and they wanted my explanation. That was it.
Q. Did they call you in for a meeting?
A. No.
Q. Call you on the phone?
A. No. They just stopped me in the hall, said stop by. We need to talk to you. And I said okay. I went in.

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Q. We. Was there more than one person?
A. No. Well, the assistant principal himself was in there.
Q. Shealy?
A. Shealy, no.
Q. Not Shealy?
A. No, no.
Q. Not Shealy?
A. No.
Q. Shealy said he was in charge of discipline.
A. Shealy was not there anymore.
Q. So he called you into the office to talk to him, asked you what happened. Couldn't tell him what happened because you don't know what happened, right?
A. Exactly.
Q. And so that's that. You said I wasn't staring at her?
A. That's right.
Q. And they just accepted that, and life goes on?
A. That's right.
Q. Okay. Any other incidents like that?
A. No.
Q. No other complaints?

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A. No.
MR. EDWARDS: All right. Robin, it's 4:00 now. You asked about that earlier.
MS. JACKSON: Can we just take a break so I can make a phone call?
MR. EDWARDS: Sure.
(Off-the-record discussion.)
Q. The tennis coach in 1995, do you recall who that was?
A. No.
Q. Was it Eddie Fischer?
A. I don't know.
Q. Did he coach any sports?
A. Golf.
Q. Did you-all coach together?
A. No.
Q. Did you precede him as a golf coach, or did you follow him?
A. He coached way after me.
Q. Way after you. Did you get paid extra to coach?
A. Yes.
Q. And the school paid that, correct?
A. Came from the district.
Q. And your pay came from the district as well, I suppose?

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A. State.
Q. From the State?
A. (Witness nodded.)
MR. EDWARDS: Okay. I'm going to -- for right now, I'm going to pass you off to Brian. He's going to have some questions for you, and then I may have some more depending on what he has to ask.
THE WITNESS: Okay.
EXAMINATION
BY MR. QUISENBERRY:
Q. All right. Mr. Smith, I'm Brian Quisenberry. I'm the attorney for the school district and the high school. Earlier you were talking about an incident in the swimming pool when you were coaching -- or you were teaching a swimming course, correct?
A. Correct.
Q. You used the word complaint when you were describing how you found out about the principal wanting to ask you questions about it. This is just -- I want -- my question is, you don't know whether there was a complaint or not? You just know that the school wanted to ask you questions

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about it, correct?
A. Correct.
Q. So they never told you there was a complaint by anybody? They just told -- they just asked you about the incident?
A. Right.
Q. So you don't know how they found out about it?
A. No, I don't.
Q. You don't know if the girl or the mother or anyone else complained about it?
A. No, I don't.
Q. Earlier you were asked some questions about some forms in your personnel file. Do you remember that?
A. Yes.
Q. Would you defer to the district's witnesses for an accurate explanation of what those forms meant?
A. Yes.
Q. And you were asked some questions about handbooks and policies. Do you remember that?
A. Yes.
Q. Would you defer to the school district's witnesses for an explanation of the interpretation

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of the policies and the handbook?
A. Yes.
Q. Earlier you were talking about -- you testified about speaking with Doug Wright.
A. Yes.
Q. As I understand your testimony -- tell me if this is correct. Is it true that you spoke with Doug Wright as a former student; is that correct?
A. Yes.
Q. You didn't speak to him in his capacity as a police officer?
A. No.
MR. QUISENBERRY: All right. That's all I've got for now.
EXAMINATION
BY MS. JACKSON:
Q. I just have a couple. Mr. Smith, did you prepare Exhibit 1?
A. I'm sorry?
Q. Did you prepare that document?
A. No, I didn't.
Q. Did you have any involvement in its preparation?
A. No, I didn't.
Q. Do you know who prepared it?

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A. No, I don't.
Q. Exhibit 2, did you prepare that document?
A. No, I didn't.
Q. Did you have any involvement in its preparation?
A. No, I didn't.
Q. Did you sign that document anywhere?
A. No, I didn't.
Q. Exhibit 3, did you prepare that document or have any involvement -- you know what -- yeah. Exhibit 3, did you prepare it or have any involvement in its preparation?
A. No, I didn't.
Q. And it looks like Document 5 is the same type of form. Did you have any involvement in the preparation of Document Number 5?
A. No, I didn't.
Q. Okay. Did you have any involvement in the preparation of document Exhibit Number 4?
A. No, I didn't.
Q. Okay. Document 6, did you have any involvement in the preparation of that document?
A. No, I didn't.
Q. Okay. At the bottom, is there a place for an employee signature?

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A. Yes, there is.
Q. At the top under name of employee, whose name is there?
A. Charles R. Smith.
Q. And is that you?
A. Yes.
Q. Did you sign this document at the bottom?
A. No, I didn't.
Q. Did you date the document?
A. No, I didn't.
Q. Do you ever recall being asked to sign it?
A. No, I don't.
Q. And Exhibit Number 7, whose name is at the top under name of employee?
A. Charles R. Smith.
Q. And is there a place at the bottom for your signature?
A. Yes.
Q. And did you sign that document?
A. No, I didn't.
Q. Okay. On these two documents, Exhibit 6 and Exhibit 7 -- on Exhibit 6, what does it list your position as?
A. Assistant football coach and softball coach.
Q. And under the middle area, where an area can

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be check-marked under either voluntary resignation or discharge, what is checked?
A. To seek other work.
Q. Okay. And what is that under?
A. Voluntary resignation.
Q. Okay. And at the bottom under comments, what does that say?
A. Terminate at coding 0350-00-01-1900-142 only.
Q. Okay. Do you know what that means?
A. No, I don't.
Q. Okay. And on Exhibit 7, what does it list as your position?
A. Boys' tennis coach.
Q. Okay. And what is the date for last day worked?
A. January 30th, 1995.
Q. And under the subsection for reason, what is checked?
A. To accept other work.
Q. And what is that under?
A. Voluntary resignation.
Q. And at the bottom under comments, what is written?
A. Terminate at coding --

Q. You don't need to read the numbers.
A. Oh.
Q. There's a series of numbers, and then what?
A. Only.
Q. And then what's in parentheses?
A. Softball.
Q. Before today, have you seen any of these documents?
A. No, I haven't.
Q. Okay. Have you ever been terminated or forced to resign from any coaching position?
A. No.
Q. Have you ever been terminated or forced to resign from any teaching position?
A. No.
MS. JACKSON: I don't believe I have any further questions.
EXAMINATION
BY MR. EDWARDS:
Q. I have some follow-ups for you. You said, when Brian asked you if you would defer to the school district in their interpretation -- I don't want to mince words, but what they say it means, you would defer to the school district, correct?
A. Sure, yes.

Q. Okay. These forms say terminate, don't they? All of them, termination.
A. Yeah.
Q. Okay. And here on your employee permanent record, YCR 001147, that says terminated, right?
A. Right.
Q. Do you have some other meaning that you attribute to the word terminated other than not a voluntary --
A. TERI program. That's voluntary. That's voluntary. We have to terminate our employment at that time because I retired.
Q. Why did you retire?
A. I had 35 years in, and it was time for me to get out.
Q. That's an odd coincidence, isn't it?
A. No. I wanted to travel, wanted to see my daughter, visit places that I couldn't do when I was doing all the coaching.
Q. And you just decided to do this whenever the police came knocking at your door?
A. No. TERI was --
MS. JACKSON: Objection.
MR. QUISENBERRY: Objection.
A. Sorry. TERI was five years before that. I

TERI'd five years way before that.
Q. I don't know what that means.
A. TERI means that I went in and told them that I will be retiring in five years. It's a program that the State sets up. After five years of teaching, that you would retire after that point.
Q. So five years before -- five years before August 15th, 2007 --
A. Yes.
Q. -- you requested --
A. -- the TERI program.
Q. Well, when did you stop getting -- those were payments, right?
A. That is your retirement.
Q. Payments? You get payments every month, right?
A. Yes.
Q. And you get a check in the mail or --
A. It was part of your pay.
Q. So when was the last time you got that pay?
A. The first day of my TERI. It went into a TERI program.
Q. And when was that?
A. That first day that I retired. That first day that I started the TERI program, my retirement

went into a specific account for TERI teachers.
Q. When did you start getting those checks?
A. I didn't get any checks. That was -- I put that into a savings account. You don't get any money till after you're into your TERI, and they give you one check.
Q. All right. When did you get that?
A. I don't know the specific date, but it was after the TERI was over with.
Q. In relation to -- it was after the TERI was over. How about just explain to me again what the TERI process or system is.
A. TERI program is Teacher Incentive Retirement --
Q. Income?
A. -- Income, I think is how it was worded. You have a point that you can retire and they will let you teach five years beyond that. You will officially retire, and then you have five years beyond that that you can teach. Once you reach the end of that five years, then you are forcibly retired.
Q. But you initiate the process?
A. Yes.
Q. And start the five-year countdown?

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A. Yes.
Q. All right. And until five years is up, you get no money?
A. It goes in -- right. It goes into an account.
Q. And when the five years is up, you get the money?
A. You are issued a check to do with what you want.
Q. Okay. And what's the date that it says next to TERI?
A. 4/2/08.
Q. Is that when you got the check or thereabouts?
A. Oh, I don't -- I don't know.
Q. Well, how much was it?
A. You want to know the amount of money that I received from my TERI program?
Q. Yes.
A. 140,000.
Q. You don't remember when you got it?
A. It went automatically into my bank account. I did not see it. I just had it automatically put in because it was protected -- it was a protected amount as long as you don't use it.

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Q. And what did you do with that money?
A. Invested it.
Q. In what?
A. I let my financial adviser do it.
Q. Turned it over to a financial adviser?
A. Yes.
Q. Did you have other retirement income or funds?
A. Pardon me? Say that again.
Q. You have additional retirement funds that you invested?
A. No.
Q. Just that? That's everything?
A. Just that, right.
Q. How has that financial adviser performed for you? Has he made you money?
A. You want the truth?
Q. Please.
A. No. I lost money.
Q. How much?
A. About 65,000.
Q. Almost half of it?
A. Just about.
Q. You still have the same financial adviser?
A. No. Different one. Same company the money

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was invested in, but a different financial adviser.
Q. What's the company?
A. Prudential.
Q. And what -- do you know what it's invested it?
A. The book is that thick. I have no idea.
Q. No idea?
A. I could not interpret -- I just told them to invest and left it up to them to what I -- what they thought would be the best investments for me.
Q. And since 2008, you've lost half of it?
A. Yes.
Q. And you have no idea where it's invested?
A. I've read some of the investment portfolio, but I don't know -- Prudential has thousands of investment opportunities, and they just invested into which ones they thought would be the best for me.
Q. So how are you getting by day-to-day?
A. I have social security and retirement.
Q. And that's your retirement income?
A. That's it.
Q. How much does that provide you on a monthly basis?
A. My retirement is about 2,400, and my social

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security is about 16 or 1,800.
Q. Little more than $4,000 a month retirement income?
A. Right.
Q. Okay. And how long do you get that?
A. The retirement and social security?
Q. Yeah. Till you die?
A. Till I die, I guess.
Q. You don't know?
A. Never really thought about it. Just did what the government said I had to do.
Q. That's a scary thing. What's the date there next to terminated?
A. 6/6 -- I can't read that last -- what year they're talking about. It's got to be '08.
Q. When you -- and that's when you said you retired?
A. That's what they got down.
Q. Okay. When this -- when you went on your mini vacation we talked about earlier, was that a paid vacation?
A. Yes.
Q. And was that on your own terms? You could come back whenever you wanted?
A. It was mutual.

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Q. What does that mean?
A. Suggestion of two to three days if that would relieve my stress and anxiety.
Q. Were you coaching any sports at the time?
A. No.
Q. Nothing?
A. No.
Q. You weren't coaching football?
A. Football was over with.
Q. Well, when did this happen, the two or three days you're talking about?
A. What's that?
Q. That you took two or three days off.
A. Oh, I don't remember what dates they were.
Q. I'm sorry. I'm looking for one thing. What was the other work that you were seeking?
A. I don't know. I don't know what that's all about.
Q. Well, is that accurate, these Exhibits, 2, 3, 4, 5, 6?
A. All I can say is I don't know. I've never seen them.
Q. I understand that. I'm asking you whether or not what they say is accurate.
A. They checked it. I don't know -- I can't

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tell you if it's accurate or not because I don't know.
Q. Sure you do. Were you seeking other work?
MR. QUISENBERRY: Object to the form.
A. No.
Q. You weren't seeking other work?
A. No. I'm still staying as a teacher.
Q. So that's not an accurate form then, right?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
Q. It's okay. You can say it.
A. Coaches -- no, I'm just trying to figure -- coaches can be -- you can quit coaching any time you want. You can be --
Q. But that's not what it says. It says you were seeking other work.
A. That might have been I was going to a different sport. I don't know.
Q. Well, were you?
A. I don't know.
Q. What do you mean you don't know?
MS. JACKSON: Objection. Asked and answered.
Q. You're saying you weren't terminated, right, but you weren't seeking other work. So what

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happened?
A. I do not know.
Q. Well, was it a voluntary resignation?
A. You are asking me questions about paperwork --
Q. Exhibit Number 7.
A. -- that I have not seen.
Q. I'm not asking you about paperwork.
A. I don't know what it means.
Q. I'm showing you what the paperwork says, and it says that the reason for your voluntary resignation is to accept other work. I'm asking you whether or not that is true.
A. I'm telling you I don't know.
Q. Okay. So were you, in fact, the boys' tennis coach?
A. No, I was not.
Q. You were not even the boys' tennis coach?
A. No.
Q. So this whole thing is just wrong. Is that what your testimony is?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A. I can't say if it's wrong or it's right

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because I don't know what forms they use when you give up one sport to go to another. I didn't even know they had forms that when you went from one sport to the other.
Q. So you did give up coaching softball in order to take on tennis?
A. No.
MS. JACKSON: Objection.
Q. You didn't?
A. (Witness shook head.)
Q. Did you give up softball?
A. I don't know what year that is or --
Q. 1995. Spring season of the school year 1994-1995. Remember we talked earlier about you can't do two things --
A. If it's on this form, yes.
MR. QUISENBERRY: And he's referring to Exhibit 1 when he said that.
A. What is that Exhibit 1? If it's on there and said I went to softball, yes.
Q. No. It says you went to tennis.
A. No. I didn't go to tennis. I never gave up softball to go to tennis, no.
Q. Do you think that the school district employees who filled this out are going to say

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that?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A. I don't know what they'll say.
Q. Well, what happened in 1994 and 1995?
MS. JACKSON: Objection. Asked and answered.
A. Nothing outside of my regular duties as a teacher going from year to year.
Q. Is this the same time that the swimming incident happened?
A. No.
Q. 10 to 12 years ago is close ballpark. You sure about that?
MR. QUISENBERRY: It's not close.
MS. JACKSON: Objection. It's nowhere close.
Q. You said 10 to 12 years. That doesn't mean that's entirely accurate. It's in the ballpark. Is this around the same time?
MS. JACKSON: Objection.
MR. QUISENBERRY: Objection.
A. Figure it out. I've been out of teaching, what --
Q. I don't want to use your math. I want to --

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A. Okay. All right. Well, I can't tell you exact years on something like that because I don't know when that took place. I didn't --
Q. In your conversation about the swimming incident, was there any other repercussion, any reprimand of any kind?
A. No.
Q. Any discipline at all?
A. No.
Q. When did the incident with the two students happen?
A. I don't know that.
Q. Was it before or after the swimming incident?
A. I don't know that.
Q. Don't know that?
A. No.
Q. Is it recently, or was it a long time ago?
A. Which one are you --
Q. The two students --
A. A long time ago.
Q. A long time ago. Okay. So do you think it was before the swimming incident?
A. Yes.
Q. Okay. Do you think it was before you ever

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met [redacted]
A. No.
Q. After that?
A. After that, yeah.
Q. Before the swimming incident?
A. Yes.
Q. Which would put you right in the mid-'90s.
A. If that's your math on it, yes. I don't -- like I said, I don't -- I don't have knowledge of these times when these things took place. I didn't --
Q. How soon before the swimming incident did the two students embracing incident happen?
A. I don't know.
Q. Were they really -- were they in the same school year?
A. I don't know that.
Q. You don't know. Were they -- you don't know if they were in the same school year or in a different school year?
A. No, I don't.
Q. Okay. You never had a second job, right?
A. No, I didn't.
Q. Did you ever paint with Steve Shaddrix?
A. Yes.

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Q. Did you get paid for that?
A. Yes.
Q. Did you consider that a second job?
A. No.
Q. What would you call it?
A. Part-time, summer.
Q. Only during the summer?
A. Yes. Because I was teaching and coaching.
Q. Did the school know about the camps and other things that you were --
A. Oh, yes.
Q. You ran it by them first?
A. Yes.
Q. How did you do that?
A. You would go to them and tell them that you had students that were going to be involved in the different types of camps. And usually, they would say okay. It was not something -- an activity by athletes that all sports did. Everybody went to camps.
Q. Okay. So you were still operating under the school at that time as a coach and teacher and all that stuff?
A. That was part of the program, yes. Now, whether the school considered it part of them being

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held accountable for, no. I don't know. But they -- it was part of the school.

I mean, it was school connected because it was my wrestlers, but they made the decision individually if they wanted to go to these camps. It was not a forced thing or everybody had to go. It was up to the individual person. I provided an opportunity for them to get themselves better in that sporting event.

Q. Did you pay for the camps?

A. No.

Q. Who paid for the camps?

A. They did.

Q. Out of their own pockets?

A. Out of their own pockets.

Q. Okay. And you told the school what was going on?

A. Yes.

Q. Okay. And did you tell the school that you were going to drive them across state lines and all that?

A. I don't remember.

Q. You don't remember that. Did you tell them where the camps were?

A. Most of the time, yes.

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Q. Not every time?

A. Lots of times, it was at the -- it was in the summertime, so there was -- you really -- it was common practice of coaches to get their athletes enrolled in different camps and clinics. So many times we didn't inform the school district that we were doing it. We'd just set it up, kids knew the time, and we transported them there.

Q. And that was common practice for the coaches?

A. Oh, yeah. Yeah.

Q. Do you know -- okay. Now, when did you start painting on the side?

A. I've probably been painting on the side since 1970s, '75, '76.

Q. With Steve?

A. No, no.

Q. When did you start with him?

A. It was off and on. I don't know a date. He needed help on a weekend, I would help him out on a weekend, a Saturday or Sunday.

Q. And how often did that happen? Once a month? Twice a month?

A. I don't know.

Q. During the summertime, how often would you

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paint?

A. Depending on his job, I could go a week painting with him and maybe not paint for four or five days. Just depended on the size of the job and how many people he needed.

Q. Okay. Were there ever any students that painted as well?

A. No.

Q. None of your student athletes ever did that for money on the side?

A. No.

Q. Did you ever -- did [redacted] ever become involved in that in any way?

A. No.

Q. Did you ever see her around any of your paint sites, paint jobs?

A. Yeah. She came to a painting job.

Q. Tell me about that.

A. I was painting a house, and while I was painting, her car pulled up. She got out of the car. I was on the roof. And she was starting to talk to me, and I made the comment, I've got this job to finish. I've got to get it done. I don't have time to talk. You need to leave.

Q. What did she want to talk about?

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A. I don't know.

Q. Why didn't you want to talk to her?

A. Why didn't I want to talk to her?

Q. Yeah.

A. I was busy. I had a job to do. I was working.

Q. Okay. Do you think you were nice to her?

A. Yes.

Q. You would describe that as nice?

MS. JACKSON: Object to the form.

MR. QUISENBERRY: Objection.

A. After it got to the point where she was creating a -- I call it stalking situation, no, I was not happy with her.

Q. When did that begin?

A. Oh, gosh. I don't have a date.

Q. I don't want a date.

A. Huh?

Q. I don't want a date.

A. It might have been '89, '90.

Q. After she attempted suicide?

A. Yes. It was after.

Q. After that. Okay. And describe this stalking. What would she do? What would she say?

A. Just wanting to carry on a conversation.

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Q. Well, that's not stalking, is it?
A. If you are at a place that you would never think of that person coming to, then why would that person be there and want to carry a conversation on with you when you are with three other coaches sitting there.
Q. Was she confronting you in some way?
A. In a roundabout way, hollering my name, showed up at a place that I was at. Example, the stables.
Q. That was before, wasn't it, she tried to kill herself?
A. I don't remember the time.
Q. Don't remember that. And so your response to that was to ignore her, brush her off?
A. At that point, yes.
Q. Okay. And you think that was being nice to her?
A. I don't know whether you would say that was nice or that was protecting myself.
Q. Protecting you from what?
A. There is a young lady that is at places that you are at, and a lot of things can be looked at as that not being appropriate. And I did not want her around to create that type of situation.

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Q. Did you ever kiss her?
A. No.
Q. Did she ever kiss you?
A. No.
Q. Touch you?
A. No.
Q. You ever touch her?
A. No.
Q. Never?
A. No.
Q. When you were alone with her in your car and you-all -- you couldn't recall any conversations you had. What were you doing if you weren't talking?
MS. JACKSON: Objection to form.
MR. QUISENBERRY: Same objection.
A. Driving the car home to her house.
Q. That's it? Sitting in silence?
A. Most of the time.
Q. Do you know of any other teachers who have had sexual relationships of any kind with a student?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection to the form.

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A. No.
Q. Never heard that?
A. No.
Q. Okay. Is your responsibilities or -- were you ever limited in any way from any type of extracurricular activity during your career?
A. What do you mean limited?
Q. I mean, did the school ever put a limit on you as far as the number of sports you were coaching or the sport itself that you were coaching? Was there ever anything like that that happened?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Objection.
A. No.
Q. Let me ask it to you this way. Did you ever ask to coach something and that request was denied?
A. No.
Q. Every time you asked for something, you got it?
A. I only asked for one.
Q. Which one was that?
A. Wrestling.
Q. And you got that?

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A. Yes.
Q. Every other time, somebody asked you?
A. Yes.
Q. Is there a reason why you didn't stick with one?
A. Like example? What do you mean didn't stick with one?
Q. You coached a bunch of sports.
A. Right.
Q. Is there a reason why you didn't stick with one?
A. Some of the sports that I coached was to accommodate the school. They needed a coach. The kids needed to have a coach in order for the program to keep going, and I volunteered and said I would do it.
Q. But the -- when you do that, you then leave a vacancy for another team that you were coaching, right?
A. No. Because I had coached these different ones throughout the year.
Q. I don't understand what you're saying.
A. Football, wrestling, girls' softball, each different times of the year.
Q. Fall sport, winter sport, spring sport?

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A. Spring sport.
Q. Okay. What were those courses that you taught in physical ed?
A. Basketball, volleyball -- you want all these? Because this is a list of activities that is taught in physical education that I did about every one of them at one time or another.
Q. How many of them required you to leave school grounds like the swimming course?
A. One.
Q. Just the swimming course?
A. Just the swimming.
Q. Did you teach [redacted] volleyball?
A. No.
Q. And how long did you teach phys ed?
A. It was two different times.
Q. Okay. When was that?
A. 1983, when the -- wait a minute. Go back. At Stiles Point Elementary, I was teaching physical education. So it would be when I first started teaching. Then they combined the high schools in 1983, and I started teaching physical education there.
That's when they found out I had the amount of history that I could teach -- a minor in

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world geography, and they put me in geography. And then I came back to physical education after they combined the history programs of geography and world history to be called global studies, which I was not certified to teach in. And then they put me back into physical education, driver's ed, and health ed.
Q. Okay. Talk to me about how the pay structure worked for coaching. How did they come up with that figure?
A. Amount of years. They had a base salary, and then there was an amount of years.
Q. So the more experience you had, the more you got paid?
A. The more you got paid, right.
Q. Did it matter if you were coaching one sport versus another, some got paid more than others?
A. Yes.
Q. Did it matter if you were coaching varsity or junior varsity?
A. Yes.
Q. You got paid more for varsity --
A. Yes.
Q. -- than junior varsity?
A. Yes.

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Q. All right. Now, was that assigned to you, varsity, junior varsity, or was that something that you asked for?
A. That was assigned to you.
Q. Okay. So if you went from varsity to junior varsity, that would almost be a demotion, right, as far as pay is concerned?
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
A. It only happened one time.
Q. Well, when did that happen?
A. When they combined the high school.
Q. And when did that happen again?
A. 1983.
Q. And that happened one time. What do you mean when you say that?
A. They combined the high school and needed to get all of the coaches that were involved in both high schools into each one of the programs. They felt that the wrestling coach that was at Fort Johnson High School and me, the wrestling coach at James Island High School, would be co-coaches for the program in '83. And they put us -- put me from the varsity, which I was at the old high school --
Q. To the junior varsity?

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A. -- down to junior varsity.
Q. Did you get paid the same? Paid a little bit less?
A. No. You got paid the same because the -- it was the amount of years. Well, I say -- it wasn't the same -- it was amount of years. I had a lot -- I had -- what, '75, I started. So I had eight, nine years of coaching.
Q. So what you're saying is you got paid more than somebody with no years of experience?
A. Right.
Q. But your experience coaching varsity would be more money than your experience coaching junior varsity, correct? Is that the way it was designed to work?
A. Yeah. They -- I think I would -- yes, I would have dropped some amount of money, not much.
Q. Okay. So we were talking earlier about you leave one, and somebody asks you to fill a spot, and that leaves an empty spot open. And your response was, well, you had the different seasons. You remember that?
A. Right.
Q. All right. But that's not what happened in 1994 and 1995, right?

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A. I don't know. I don't know what took place in '94 and '95 that you are questioning me about.
Q. Well, you stopped coaching softball, right?
A. I don't know the date.
Q. Who took over softball?
A. There was a lot of different softball coaches that came into that program after me. Right off the top of my head, it would have been the softball coach from Wando. I cannot give you a direct coaching -- who it was because there was many of them that coached after me.
Q. Okay. And explain to me how you were asked to move from varsity to junior varsity? Who would do that?
A. Football?
Q. Any sport. Did that ever happen?
A. Yeah. That was the one with the wrestling when we combined schools.
Q. Any other time?
A. No.
Q. Nobody ever asked you to -- okay. Were there years when you coached both junior varsity and varsity of a sport?
A. There was one year of softball that I did.
Q. And would you get paid double for that, the

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varsity rate plus a junior varsity rate?
A. No. They had a person that was out there that was actually working with that, and that was the person that got the money. But my name was on it because they were not a certified employee of the school.
Q. And who was that?
A. Jimmy Davis.
Q. Did the school know about that?
A. Yes.
Q. So why wouldn't they just pay him?
A. Because you've got to be a certified employee of the school district in order to get a paycheck through them. You have to be part of the school district, employed at the school district.
Q. And how do you get that? How do you get certified through the school district? What are the requirements?
A. You would be a substitute teacher. You could be --
Q. Why wasn't Jimmy Davis a certified employee?
A. He had another job.
Q. Aren't there some coaches that are just coaches, not teachers as well?
A. Eventually, that worked out sometimes that

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way.
Q. But -- and they got -- don't they get paid directly by the school? They don't pay some straw man, and then -- who gives the money to that person. That's not the way it works, is it?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Objection.
A. The booster club usually worked out a money situation to where they would pay what they called volunteers, and they would pay volunteers through the booster club.
Q. Is it your testimony that some of your pay that you received from the school district, you passed along to Jimmy Davis?
A. Yes. I gave him some money.
Q. But not all of it?
A. No.
Q. And the school district knew this?
A. Yes.
Q. And they were okay with it?
A. Yes. Because there was not another coach. In order to keep the sport, had to have somebody coaching.
Q. Who would you clear things like that with?
A. Usually, athletic director.

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Q. Anybody else?
A. That was -- it was the athletic director's job. After that, I don't know how they processed that, what they did. I just know what I was doing.
Q. Okay. Who asked you in 1988 and '89 to be the softball coach?
A. Athletic director.
Q. And did they say why?
A. The woman that was there was transferring to another school, and they needed a coach that had some knowledge of softball.
Q. Were you pretty close with the athletic director?
A. I would say so. We were football coaches together.
Q. Okay. Was he the head coach?
A. Yes.
Q. What -- do you remember his name?
A. Pascal Crosby.
Q. Oh, okay. So you-all spent time socially together outside of work?
A. Not necessarily. Sometimes.
Q. Sometimes. Did you ask -- the only time that you asked was for the wrestling?
A. Wrestling, right.

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MR. EDWARDS: I'd like to take a quick break, and I might be done.
(A recess was taken.)
Q. Did you talk with any other police officers other than Doug Wright?
MS. JACKSON: I'm sorry. I didn't hear the question.
MR. EDWARDS: I asked him if he talked to any other police officers other than Doug Wright.
A. No.
Q. Okay. Do you know Detective Rita Avila?
A. Only when I went to the substation to meet with them.
Q. So you actually went there?
A. Yes.
Q. But -- was your lawyer with you?
A. Yes.
Q. Okay. So did your lawyer and the detective talk?
A. Yes.
Q. Was that -- how long did that take?
A. I don't know. I didn't time it. I don't know.
Q. But you were there?

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A. Yes.
Q. And you didn't say anything?
A. No.
Q. So what did they talk about?
A. I don't know.
Q. You were physically present though, correct?
A. No.
Q. Where were you?
A. I was outside in the office area.
Q. So your lawyer went in and talked to the detective, and then you sat outside and waited?
A. Yes.
Q. And then your lawyer came out, and you-all talked about what he talked about?
A. He didn't talk to me about any.
Q. Okay. Who was your lawyer?
A. Gordon Garrett.
Q. Is that the same lawyer that you -- have you had another lawyer involved in this case other than Ms. Jackson?
A. Just part of their lawyer firm.
Q. Right. Other than that law firm, do you have another lawyer?
A. Just Gordon.
Q. Gordon?

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A. (Witness nodded.)
Q. Okay. And how do you know him?
A. He is a friend of a friend that I knew when I first moved here to Charleston.
Q. Do you know Paul Tittle?
A. Uh-huh.
Q. Who is that?
A. He was one of my golfers.
Q. Good golfer?
A. Yeah.
Q. Okay. You still stay in contact with him?
A. I think I've seen him one time maybe.
Q. Recently?
A. Not recently, no.
Q. Since this lawsuit began?
A. I don't know if that was the time span or not.
Q. It was after the police report, right?
A. I don't know.
Q. Don't know that? What does he do for a living?
A. Paul?
Q. Uh-huh.
A. Now, I don't know. I mean --
Q. What did he do?

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A. He was a police officer as far as I know.
Q. And was he a police officer when you talked to him?
A. Yes.
Q. Who is Sadie Brown?
A. Sadie Brown was an English teacher.
Q. And you-all worked together for a good long while?
A. A few years.
Q. Okay. Did you ever talk to her about [redacted]
A. No.
Q. Did she ever raise any concerns that she may have had to you?
A. No.
Q. Have you ever coached any sports with Eddie Fischer?
A. No.
Q. Have you ever had the opportunity to do that?
A. No.
Q. Okay. Do you know -- now, did -- what kind of -- do you remember certain teams over the years, some better than others?
A. Yes.

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Q. Okay. Do you remember whether the softball team has had a record of success?
A. Yes.
Q. Okay. And in the late '80s and early '90s, what -- you were the coach, right, of the softball team?
A. Different times.
Q. Sure. And when you coached, did they have good records?
A. The year, I couldn't give you the correct year right off the top of my head, but we had a couple years there straight that we went to the playoffs, won the regional championship, and played in the state playoffs.
Q. The one year you remember that?
A. That's what I said, I -- right off the top of my head, no, I don't remember the year.
Q. Okay. Do you remember how the 1994 softball team did?
A. No, I don't.
Q. Don't remember? Do you remember any of the 1994 softball players?
A. I know players, but I don't -- I couldn't tell you what year each one of them played in.
Q. Okay. Did you ever have any run-ins with

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any softball players in '94?
A. Run-ins with softball players in '94? I don't remember -- like I said, that year is not a year that I remember anything happening in that year, no.
Q. Okay. What about the '95 softball team? How did they do?
A. Like I said, you can ask me these years, and I cannot tell you what --
Q. Well, you coached the softball team in '94. Did you know that?
A. Yes.
Q. You didn't coach the softball team in '95.
A. Okay.
Q. Do you know that?
A. That time -- date-wise, no, I don't.
Q. You've seen these exhibits, right?
A. Yes.
Q. That says -- basically, that's what it's saying.
A. Right.
Q. That you didn't coach that year.
A. If that's what it says, yes.
Q. Did they have a softball team in '95?
A. They've had a softball team every year.

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Q. Including 1995?
A. Yes.
Q. Okay. You remember we talked earlier about a girl named Elena?
A. Uh-huh.
Q. What does she do now for a living? Do you know?
A. What does she do now?
Q. Uh-huh.
A. I think she is living in Washington, I think. The last time I talked with Mike, that might have been where she was at.
Q. Washington, DC, or Washington state?
A. State of Washington.
Q. State of Washington. Do you know what she's doing out there?
A. No, I don't.
Q. Do you know if she's doing okay?
A. As far as I know.
Q. Never had any problems, drugs and alcohol, run-ins with the law, anything like that?
A. Her?
Q. Uh-huh.
A. No.
MR. EDWARDS: Okay. I think that I'm

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done with you.
MR. QUISENBERRY: I have a few questions.
MR. EDWARDS: I wanted to say you could go, but I guess not.
MR. QUISENBERRY: Sorry.

EXAMINATION

BY MR. QUISENBERRY:
Q. Mr. Smith, I've got a few more questions for you. Earlier -- we've been back and forth about Exhibits 2, 3, 4, 5, 6, and 7, these forms. Do you recall that?
A. Yes.
Q. What I think I understand your testimony to be is that you don't understand what those forms mean; is that correct?
A. That's correct.
Q. And you stated earlier you would defer to the school district's interpretation on those forms; is that correct?
A. That's correct.
Q. You spoke earlier about an incident where the principal counseled you regarding two students in an unauthorized area. Do you recall that?
A. Yes.

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MR. QUISENBERRY: I'm going to mark this document, YCR 001544.
(Exhibit No. 9 was marked for identification.)
Q. All right. Take a look at this. Mr. Smith, do you recognize that document that's been marked as Exhibit 9?
A. Yes.
Q. And is that a letter from the principal of James Island High School to you?
A. Yes, it is.
Q. And does it mention her counseling you on September 22nd, 2004?
A. Yes.
Q. Does that help refresh your recollection of when that incident took place?
A. It would have probably been a couple days before that, I imagine.
MR. EDWARDS: What's the Bates label number?
MR. QUISENBERRY: YCR 1544.
A. I would say it would have been a couple days after the incident.
Q. Okay. So it would have been the 2004 school year?

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A. Yes, yes.
Q. All right. I want to ask you about -- you were -- excuse me. Strike that.
Earlier you testified about when the plaintiff initially made her allegations against you, you went on leave, and you used the term vacation.
A. Yes.
Q. Take a look at what I'm going to mark as YCR 001545, or that's the Bates number, and I'm going to have it marked as 10.
(Exhibit No. 10 was marked for identification.)
A. Yes.
Q. Do you recognize this as a letter from the principal of James Island High School to you?
A. Yes, it is.
Q. And it's dated October 19th, 2007; is that correct?
A. Correct.
Q. And do you see where it says, beginning Monday, October 22nd, you will be placed on leave with pay?
A. Yes.
Q. Is it correct that the school district

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placed you on leave with pay?
A. Yes.
Q. So it wasn't a vacation that you chose to take?
A. No.
Q. Okay. One more question about -- you testified earlier about the TERI program. I understand that you made the decision to enter the TERI program before any of these allegations came out, correct?
A. Yes, yes.
MR. QUISENBERRY: All right. That's all I have.
EXAMINATION
BY MS. JACKSON:
Q. The only question I have is -- questions. You've been asked today about events from 1988 and 1989 as well as some events from the 1990s and even in the 2000s. Do you remember every event during these time periods perfectly?
A. No, I don't.
MS. JACKSON: That's all I have. All right. We're done. We don't get to keep going around. This isn't a 400 rounds. This is two rounds, and we're done. I'm calling it quits.

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We're going off the record. We're done.
EXAMINATION
BY MR. EDWARDS:
Q. I just have one question. Did you sign [redacted] yearbook?
A. Yes.
Q. Is that something you normally do?
MS. JACKSON: I'm going to ask you to show it to him.
MR. EDWARDS: Why?
MS. JACKSON: Because you're asking him about something that you're looking at, and I want him to be able to see it.
Q. I will show it to you. Is that something that you normally do?
A. If a student asks you to sign their yearbook, yes.
Q. Does that happen to you often? Did it happen to you often, a student would ask you to sign their yearbook?
A. Oh, yeah, a lot of students.
Q. A lot of them?
A. Yeah.
Q. Can you read your handwriting?
A. Can I read my handwriting?

Q. Yeah.
A. Yes, I can.
Q. Can you read that into the record, please.
A. Okay. You have made this year a very interesting one. Maybe next year you will make it easier on yourself by letting someone else work out your problems. You need to set priorities and stay with those and not let other things interfere with what you want out of life. You better practice or get on a team or to be better if you plan on coming out for softball next year.

Well, I hope your plans become reality and everything that you want. You are a sweet person that thinks of people and can make them happy, even though you argue too much with certain people. Take care and work hard for next year. Coach Smith.

Q. Who was it that she argued with?
A. Different people.
Q. You?
A. Yeah, she argued with me.
Q. And somebody else helping to fix her problems or solve her problems that you wrote there, is that someone other than you?
A. Yeah. Guidance counselor.

Q. Someone other than you?
A. Right.

MR. EDWARDS: Okay. Thank you, sir.

MS. JACKSON: All right.

(The deposition was concluded at 5:42 p.m.)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, Teri L. Horihan, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and location therein stated; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself of the opportunity to sign or the signature has been waived.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on March 6th, 2012, at Charleston, Charleston County, South Carolina.

Teri L. Horihan
NCRA REGISTERED PROFESSIONAL REPORTER
My Commission expires
January 17, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
JANE DOE,	)	CASE NO. 2010-CP-10-7699
PLAINTIFF,	)	**MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT BY DEFENDANTS CHARLESTON COUNTY SCHOOL DISTRICT AND JAMES ISLAND HIGH SCHOOL**
vs.	)	
CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT AND JAMES ISLAND HIGH SCHOOL,	)	
DEFENDANTS.	)	

Defendants Charleston County School District ("District") and James Island High School ("High School") submit this Memorandum in Support of Defendant's Motion for Summary Judgment.

INTRODUCTION

Plaintiff filed this action over four years ago in November of 2007.[1] After over four years of discovery, including production of thousands of documents and conducting fourteen depositions, Plaintiff has no evidence to establish her claims against the High School and District. Accordingly, this Court should grant summary judgment to the High School and the District.

STATEMENT OF FACTS

[1] The case was assigned a 2010 Case Number after Plaintiff removed her case from the roster under Rule 40(j) in 2009.

Plaintiff's lawsuit is based on events that allegedly occurred more than 24 years ago.[2] Plaintiff alleges that her former teacher and softball coach, Defendant Charles Smith, sexually assaulted her during the 1988-1989 school year, when she was a freshman at Charleston County School District's high school on James Island.

In the 1988-1989 school year, James Island High School was part of the District system and did not exist as a separate legal entity.[3] James Island Charter High School was created in 2003 as an entity separate from Charleston County School District.[4]

Plaintiff identifies five instances of Smith's alleged sexual assault. Plaintiff identified three instances where Smith allegedly brushed or touched her inappropriately in his classroom.[5] Plaintiff alleges the other two instances occurred off school grounds when Smith took her home from softball practice.[6] Plaintiff cannot identify when the alleged instances occurred or in what order they occurred.[7] Plaintiff alleges the assaults took place at some point between the beginning of the school year in September 1988 and February 12, 1989, when Plaintiff alleges she attempted to commit suicide by taking Vivarin caffeine pills.[8] Plaintiff has identified no further incidents of sexual assault after February 12, 1989.[9]

Plaintiff admits she did not tell anyone about the alleged sexual assaults until 2007.[10] Plaintiff admits she did not report the alleged instances to anyone at the School and did not tell

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[2] Because Plaintiff's claims arise from conduct from over 23 years ago, the Principal of the High School and the Superintendent of the District at the time of the allegations are now deceased.
[3] Bohnstengel Depo. p. 53-55, attached as Exhibit 1.
[4] Bohnstengel Depo. p. 100, attached as Exhibit 1.
[5] Plaintiffs Depo. Vol I, p. 88, 95-97, 100, attached as Exhibit 2.
[6] Plaintiff's Depo. Vol I. p. 91, 101, attached as Exhibit 2.
[7] Plaintiff's Depo. Vol I p. 95, attached as Exhibit 2.
[8] Plaintiff's Depo. Vol I p. 96, 110, attached as Exhibit 2.
[9] Plaintiff's Depo. Vol I p. 96, attached as Exhibit 2
[10] Plaintiff Depo. Vol II p. 35, attached as Exhibit 3.

any friends or parents.[11] Plaintiff's mother admits she had no suspicions of Smith prior to 2007.[12] Plaintiff's mother concedes she knew Smith gave Plaintiff rides home from softball practice and did not have a problem with it.[13] Plaintiff's mother testified she did not complain to anyone at the School about Smith.[14] At the time, it was not uncommon or suspicious whatsoever for coaches to give rides to students if they had no way home after practice.[15]

There are no former students, teachers, employees or any other witnesses that testified they suspected Smith of sexual misconduct. Indeed, no witness testified that they suspected Smith had acted inappropriate towards students.

Plaintiff concedes she has no evidence to show that the School District should have known about the alleged danger presented by Smith prior to the alleged sexual assaults.[16] The School District hired Smith as a teacher in 1975.[17] At all times in issue Smith held full certification credentials from the South Carolina Department of Education.[18] Smith received a score of satisfactory or higher on all of his teacher evaluations, and Smith received no reports of misconduct or reprimands whatsoever prior to the alleged instances.[19]

Plaintiff's Second Amended Complaint alleges three causes of action against the District and High School: (1) breach of fiduciary duty, (2) outrage (intentional infliction of emotional

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[11] Plaintiff Depo. Vol II p. 35, attached as Exhibit 3.
[12] Moore Depo., p. 107, attached as Exhibit 4.
[13] Moore Depo., p. 111, attached as Exhibit 4.
[14] Moore Depo., p. 111, attached as Exhibit 4.
[15] Shaddrix Depo. p. 53, attached as Exhibit 5 (Mr. Shaddrix was a football coach at the school during the 1988-1989 school year); Dilligard Depo. p. 50, attached as Exhibit 6 (Dr. Dilligard served as the Deputy Superintendent for the District during the 1988-89 school year); Shealy Depo. p. 55, attached as Exhibit 7 (Dr. Shealy was the assistant principal at the school during the 1988-89 school year).
[16] Plaintiff's Depo. Vol II, p. 49-50 ("Q. do you have any information or knowledge that the school district had any information about Mr. Smith that should have put them on notice prior to these incidents? A. Prior to 1989? Q. Uh-huh. A. Not at this time." Q. You don't know of any school district official or teacher official or anyone, that had any knowledge prior to these instances that should have put them on notice? A. Prior to 1989? Q. (indicating). A. Not at this time."), attached as Exhibit 3.
[17] See Smith's Personnel file, attached as Exhibit 8.
[18] See Smith's Personnel file, attached as Exhibit 8.

distress), and, (3) gross negligence.[20] Defendants are entitled to summary judgment as to each of Plaintiff's claims on the grounds Plaintiff can show no issue of material fact entitling Plaintiff to recovery against the Defendants.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *George v. Fabri,* 345 S.C. 440, 452, 548, S. E. 2d 868, 874 (2001). "A motion for summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Id. (quoting Rule 56(c), SCRCP) *accord Trivelas v. South Carolina Dep't of Transportation*, 348 S.C. 125, 130, 558 S.E. 2nd 271, 273 (Ct. App. 2001); *Wells v. City of Lynchburg*, 331 S.C. 296, 301, 501 S.E. 2d 746, 749 (Ct. App. 1998); *see also Tupper v. Dorchester County*, 326 S.C. 318, 325, 487 S.E. 2d 187,191 (1997). Summary judgment is appropriate when "there is no genuine issue as to any material fact and...the moving party is entitled to judgment as a matter of law." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct 2548 (1986), and "where the record taken as a whole could not lead a rational trier of fact to find for the non-moving party, there is no "genuine issue for trial." *Matsushita Electrical Industrial Co., Ltd. V. Zenith Radio Corp.*, 475 U.S. 574 106 S. Ct. 1348, 1356 (1986).

ARGUMENT AND CITATION OF AUTHORITY

I. Plaintiff's claims against the High School and District all fail as a matter of law because they are barred by the applicable statute of limitations.

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[19] See Smith's Personnel file, attached as Exhibit 8.
[20] See Plaintiff's Second Amended Complaint, attached as Exhibit 9.

Plaintiff's claims fail as a matter of law under the applicable statute of limitations. Plaintiff cannot save her claims through her allegations of repressed memory because she fails to establish "objectively verifiable" evidence of the alleged abuse. *See Moriarty v. Garden Sanctuary Church of God*, 334 S.C. 150, (Ct. App. 1999). The District and High School incorporate herein the arguments, reasoning and authorities cited in Defendant Smith's Memorandum in Support of his Motion for Summary Judgment.[21]

II. Plaintiff's fiduciary duty claim fails as a matter of law because the District and High School owed no such duty to Plaintiff.

Plaintiff's fiduciary duty claim fails because the District and High School do not have a fiduciary relationship with their students. In *Doe v. Greenville County Sch. Dist.*, the South Carolina Supreme Court upheld a trial court's decision dismissing a cause of action for breach of fiduciary duty against a school district. *See* 375 S.C. 63, 72 (2007). The Court held that the plaintiffs "have not alleged any facts under which this Court could find another duty owed by the School District other than the duty of supervision as outlined by the Tort Claims Act." *Id.* Accordingly, the Court held that the plaintiff was limited to a recovery under a negligent supervision claim.

Likewise in *Hendricks v. Clemson Univ.*, the South Carolina Supreme Court "decline[d] to recognize the relationship between [a school] advisor and student as a fiduciary one." *See*, 353 S.C. 449, 459 (2003) The *Hendricks* Court held that the state "has reserved imposition of fiduciary duties to legal or business settings, often in which one person entrusts money to another, such as with lawyers, brokers, corporate directors, and corporate promoters." *Id.* Accordingly, court held no fiduciary relationship exists between a school and a student.

[21] See Defendant Smith's Memorandum In Support of Smith's Motion for Summary Judgment, p. 4-10.

Plaintiff's fiduciary duty claim against the District and High School therefore fails as a matter of law.

III. Plaintiff's Outrage claim fails because it is expressly barred under the South Carolina Tort Claims Act.

Plaintiff's outrage claim for intentional infliction of emotional distress is barred because the South Carolina Tort Claims Act ("SCTCA") does not waive sovereign immunity for claims of outrage/ intentional infliction of emotional distress. The SCTCA excludes "the intentional infliction of emotional harm" from the definition of "loss" for which a governmental entity may be liable. *See* S.C. Code Ann. § 15-78-30(f) (defining "loss" as "bodily injury, disease, death, or damage to tangible property, including lost wages and economic loss to the person who suffered the injury, disease, or death, pain and suffering, mental anguish and any other element of actual damages recoverable in actions for negligence, ***but does not include the intentional infliction of emotional harm.***")(emphasis added). See also, *Newman v. S.C. Dep't of Empl. & Workforce*, 2010 WL 4791932 (D.S.C. 2010) (holding that "the Department, as a state agency, has sovereign immunity with regard to this tort claim");[22] *Harkness v. City of Anderson*, 2005 WL 2777574 (D.S.C. 2005) (holding that "the SCTCA does not waive sovereign immunity for [an outrage] claim").[23] Furthermore the SCTCA excludes liability for "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude." S.C. Code Ann. § 15-78-60(17). Accordingly, Plaintiff's outrage claim against the District and High School fails as a matter of law.

IV. Plaintiff's gross negligence claim fails as a matter of law because the record contains no evidence the District or High School knew or should have known of Smith's alleged proclivity for sexual misconduct prior to the instances at issue.

[22] See a copy of the *Newman v. S.C. Dep't of Empl. & Workforce* opinion, at Exhibit 10.
[23] See a copy of the *Harkness v. City of Anderson* opinion, at Exhibit 11.

Because Smith's alleged sexual assaults were committed outside the scope of his employment the District and High School cannot be held vicariously liable for his actions. *See Armstrong v. Food Lion, Inc.* 371 S.C. 271 (2006) (affirming directed verdict for the employer because the employee who stabbed the plaintiff inside the store was acting outside the scope of his employment). *See also, Whittle v. Southern Bell Telephone and Telegraph Co.*, 306 S.C. 163, 164-66 (1991)(affirming summary judgment for the employer because the employee's alleged sexual battery of the plaintiff was outside the scope of his employment).[24]

Recognizing this, Plaintiff asserts a gross negligence claim against the District and High School alleging they were grossly negligent in their supervision of Smith and in failing to prevent the alleged sexual assaults.[25] In *Degenhart v. Knights of Columbus*, the South Carolina Supreme Court set out the duty an employer owes to third parties when an employee acts outside the scope of employment.

> Under certain circumstances, an employer is under a duty to exercise reasonable care to control an employee acting outside the scope of his employment. An employer may be liable for negligent supervision if the employee intentionally harms another when he:

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[24] The Supreme Court in *Armstrong* set out the test for determining whether an employee acts outside the scope of his employment. "The act of a servant done to effect some independent purpose of his own and not with reference to the service in which he is employed, or while he is acting as his own master for the time being, is not within the scope of his employment so as to render the master liable therefor. Under these circumstances the servant alone is liable for the injuries inflicted. If a servant steps aside from the master's business for some purpose wholly disconnected with his employment, the relation of master and servant is temporarily suspended; this is so no matter how short the time, and the master is not liable for his acts during such time." *Armstrong v. Food Lion, Inc.* 371 S.C. 271 (2006). .

[25] See, Plaintiff's Second Amended Complaint, ¶ 33-37, attached as Exhibit 9. See also, S.C.Code Ann. § 15-78-60(25) (Supp.1996) "A governmental entity is not liable for a loss resulting from "responsibility or duty including but not limited to supervision, protection, control, confinement, or custody of any student, ... except where the responsibility or duty is exercised in a grossly negligent manner." S.C.Code Ann. § 15-78-60(25) (Supp.1996). "Gross negligence means the failure to exercise a slight degree of care. Gross negligence involves an intentional, conscious failure to do something which it is incumbent upon one to do or the intentional doing of a thing one ought not to do. The term is relative and means the absence of care that is necessary under the circumstances." *Moore v. Berkeley County School District*, 326 S.C. 584 (1997).

> (i) ***is upon the premises in possession of the [employer]*** or upon which the [employee] is privileged to enter only as his [employee], or (ii) is using a chattel of [the employer],
>
> **and** ... [the employer]
>
> (i) knows or has reason to know that he has the ability to control his [employee], **and**
>
> (ii) ***knows or should know of the necessity and opportunity for exercising such control.***

Degenhart v. Knights of Columbus, 309 S.C. 114 (1992), citing, Restatement (Second) of Torts § 317 (1965).[26] *See also, Moore v. Berkeley County School District*, 326 S.C. 584 (1997) (applying the test for negligent supervision from *Degenhart* to the plaintiff's claim for gross negligence arising out of a teacher's alleged sexual assault of a student). The *Degenhart* Court held that the plaintiff must show the employer had prior notice of the employee's proclivity to commit the alleged misconduct. *Id.* (affirming summary judgment to the employer because "there are no facts tending to show that [the employer] knew or should have known that it should exercise control over [the employee]").

In *Brockington v. Pee Dee Mental Health Center*, the plaintiff alleged he was repeatedly sexually assaulted by defendant's employee while he was a mental health client at the Defendant's medical center. *See*, 315 S.C. 214 (1993).[27] The Court of Appeals reversed the verdict in favor of the plaintiff and held the Plaintiff's negligent supervision claim failed as a matter of law because he could not establish the employer had prior notice:

> Our focus here is upon the last element [of the Supreme Court's test]. ***Did the defendants know or should they have known of the necessity to exercise control over Davis? When viewed in the light most favorable to [the plaintiff], the evidence and its reasonable inferences do not support the finding, implicit in the jury's verdict, that the defendants knew or should have known of***

[26] See a copy of the *Degenhart v. Knights of Columbus* opinion attached as Exhibit 12.
[27] See a copy of the *Brockington v. Pee Dee Mental Health Center* opinion attached as Exhibit 13.

this necessity.

> ***[The plaintiff] presented no evidence that the defendants had any knowledge whatever that Davis had sexually assaulted [the plaintiff]. Moreover, nothing that the defendants gathered from Davis, co-workers at the Hartsville office, or elsewhere about either Davis' personal history or his work activities alerted the defendants that Davis would engage in predatory homosexual activity or other inappropriate sexual conduct with clients and with [the plaintiff] in particular.***

Brockington, 315 S.C. at 217-18.[28]

Likewise in *Moore v. Berkeley County School District*, the Court of Appeals held the plaintiff's claim for gross negligence against the school district failed as a matter of law in part because the employer did not have prior notice. See, 326 S.C. 584 (1997).[29] The plaintiff in *Moore* was a fifteen year-old- middle school student who alleged his teacher sexually assaulted him while tutoring him at her home. *Id.* The *Moore* Court applied *Degenhart* negligent supervision test to the plaintiff's gross negligence claim and held "there is no evidence in this case that the District had notice of improper sexual contact between [the employee] and any other students prior to the incident involving [the plaintiff]." *Id.* at 591. The *Moore* Court held the district had no prior notice as a matter of law even though other teachers at the school testified that they observed "inappropriate" behavior, including a student in the teacher's classroom with the door locked and the lights off, the teacher receiving classroom massages from students, and holding students hands in class. *Id.* The Court held that these instances were insufficient to establish prior notice because they not reported to administration, and even if they

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[28] *Compare, Doe v. Greenville Hosp. System*, 323 S.C. 33 (1994) (affirming a verdict in favor of the plaintiff because the record established that the employer had prior notice of a prior incident of alleged sexual abuse by the employee at issue, which established a reasonable inference that the employer knew or should have known of the necessity of controlling the employee while acting outside the scope).

[29] See a copy of the *Moore v. Berkeley County School District* opinion attached as Exhibit 14. The *Moore* court also affirmed the trial court's holding on the basis that the alleged sexual assault happened off school grounds.

had been, it would not have put the District on notice that the teacher would have sexual intercourse with a student. *Id.*[30]

In the present case, there is no evidence of prior notice. Plaintiff admits she did not tell anyone about the alleged sexual assaults until 2007.[31] Plaintiff admits she did not report the alleged instances to anyone at the school and did not tell any friends or parents.[32] There are no former students, teachers, employees or any other witnesses that testified they suspected Smith of sexual misconduct. Indeed, no witness testified that they suspected Smith had acted inappropriate towards students

At all times in issue Smith held full certification credentials from the South Carolina Department of Education.[33] Smith received a score of satisfactory or higher on all of his teacher evaluations, and Smith received no reports of misconduct or reprimands whatsoever prior to the alleged instances.[34]

Indeed, Plaintiff concedes she has no evidence to show that the District or High School should have known about the alleged danger presented by Smith prior to the alleged sexual assaults.

> Q. Do you have any information or knowledge that the school district had any information about Mr. Smith that should have put them on notice prior to these incidents?
>
> A. Prior to 1989?
>
> Q. Uh-huh.

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[30] *Moore* is similar to the present case and is controlling because it involves a student being harmed by a School employee acting outside the scope of his employment. Both *Moore* and the present case must be distinguished from cases where a student injuries themselves or someone else. In these cases a student, rather than an employee, is the cause of the injury, and thus the Court's analyze those cases differently.
[31] Plaintiff Depo. Vol II p. 35, attached as Exhibit 3.
[32] Plaintiff Depo. Vol II p. 35, attached as Exhibit 3.
[33] See Smith's Personnel file, attached as Exhibit 8.
[34] See Smith's Personnel file, attached as Exhibit 8.

A. Not at this time.

Q. You don't know of any school district official or teacher official or anyone, that had any knowledge prior to these instances that should have put them on notice?

A. Prior to 1989?

Q. (indicating).

A. **Not at this time.**[35]

Plaintiff's gross negligence claim therefore fails as a matter of law.[36]

In an attempt to save her failed claim, Plaintiff now asserts that her claim should survive because the District and High School did not have sufficient policies regarding training and prevention of sexual misconduct at the time of Smith's alleged sexual assaults. Plaintiff is wrong. The South Carolina Supreme Court has never recognized a duty to adopt or enforce certain rules or polices against employees acting outside the scope of their employment. In fact, in *Brockington v. Pee Dee Mental Health Center*, the Court of Appeals held there was no such duty. *See*, 315 S.C. 214 (1993).[37] The plaintiff in *Brockington* alleged his negligence claim should survive because the employer owed him a duty to supervise its employees under the employer's internal rules and directives. *Id.* at 218. The Court rejected the plaintiff's claim and held an employer can only be held liable for failing to enforce its rules and policies with respect to actions within the scope of employment. *Id.* The Court held "we conclude the ***defendants possessed no duty arising out of the internal directives to protect [the plaintiff] from***

[35] Plaintiff's Depo., Vol II p. 49-50, attached as Exhibit 3.
[36] Plaintiff's claim based on the two alleged instances of sexual assault off school grounds would fail for the additional reason that the instances did not occur on premises owned by the District. *Kase v. Ebert*, 392 S.C. 57, 64 (2011) (affirming summary judgment for the employer because the conduct of the employee at issue occurred off the employer's premises and the employee was not using a chattel of the employer.). See, Plaintiff's Depo. Vol I p. 91, 101, attached as Exhibit 2.
[37] See a copy of the *Brockington v. Pee Dee Mental Health Center* opinion attached as Exhibit 13.

unreasonable risks resulting from his relationship with [the employee] in [his] individual capacity." *Id.* (emphasis added). *See also, Ellis v. Niles*, 324 S.C. 223, 227 (1996) ("Whether the law recognizes a particular duty is an issue of law to be determined by the court. ***If there is no duty, then the defendant in a negligence action is entitled to a directed verdict.***") (emphasis added).

In addition, even if there was such a duty to adopt or enforce rules or polices, the District and High School are immune from such a claim in this case under the Tort Claims Act. The SCTCA states in relevant part "The governmental entity is not liable for a loss resulting from. . . ***adoption, enforcement, or compliance*** with any law ***or failure to adopt or enforce*** any law, whether valid or invalid, ***including, but not limited to, any charter, provision, ordinance, resolution, rule, regulation, or written policies.***" S.C. Code § 15-78-60(4) (emphasis added). Accordingly, to the extent Plaintiff attempts to base her gross negligence claim on the District and High School's alleged failure to enforce or adopt rules and policies, Plaintiff's claim fails as a matter of law.

V. All claims against Defendant James Island High School fail as a matter of law for the additional reason that the school did not exist as a separate legal entity at the time of the alleged incidents at issue.

The Plaintiff's claims against the High School also fail because during the 1988-1989 school year, James Island High School was part of the Charleston County School District system and did not exist as a separate legal entity.[38] In 2003, James Island Charter High School was formed as a separate entity from Charleston County School District.[39] However, the School did not exist as a legal entity separate from the School District at the time Plaintiff's allegations

[38] Bohnstengel Depo. p. 53-55, attached as Exhibit 1.
[39] Bohnstengel Depo. p. 100, attached as Exhibit 1.

occurred. Therefore, Defendant James Island High School is entitled to summary judgment on this additional ground as well.

CONCLUSION

Based on the forgoing reasoning and citation of authority Defendants Charleston County School District and James Island High School respectfully request that this court grant Defendants' motion for summary judgment as to all of Plaintiff's claims.

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Attorneys for the Defendants Charleston County School District and James Island High School

Charleston, South Carolina
Dated: 7-23-2012

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was hand delivered to all counsel of record in this proceeding this 23rd day of July, 2012.

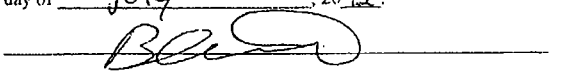

EXHIBIT 1

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF ROBERT BOHNSTENGEL
30(b)(6) JAMES ISLAND HIGH SCHOOL

JANE DOE,

Plaintiff,

Case No. 2010-CP-10-7699

vs.

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH,

Defendants.

DEPONENT: ROBERT BOHNSTENGEL

DATE: July 16, 2012

TIME: 9:00 AM

LOCATION: Young Clement Rivers
25 Calhoun Street
Charleston, South Carolina

REPORTED BY: DARAH L. NEKOLA
NCRA REGISTERED PROFESSIONAL REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
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Q. Prior to James Island High School becoming a charter school, how was the relationship between the school district and the high school different?

A. We were one of eight or nine high schools at that time in the Charleston County School District, and as such --

MR. QUISENBERRY: Off the record.

(Off-the-record discussion.)

A. We are one of eight or nine high schools, and they had supervisory authority over the high school. We were and still are in Constituent District 3. And at that time the government structure, management structure was closer, if I could say that, than it is now. The constituent district structure allowed for a constituent district superintendent to keep in closer touch with the high school. And all of the schools in their constituent district for the high school.

Also there was a constituent Board of Directors, Board of Education, also acted as the hearing for disciplinary matters. And being only one high school in Constituent District 3 on James Island, that meant that we got to know, as assistant principals, we spent a fair amount and we got to know the constituent board members much

closer than Charleston County School Board members because there were -- there was at least one time during the school year that you would have a hearing for disciplinary matters with the constituent board.

Q. The constituent board is something that's new to the charter board?

A. No. No. That's the structure of the Charleston County School District consolidation after 1968. So that was one of their responsibilities to act as a hearing board for disciplinary matters, for expulsion recommendations, and there are only five members on that constituent board, and we got to know them very well.

Q. And that was headed up by the district, that board?

A. No. It's a separate elected board. It's one of the most unique government structures -- school government structures in the United States. That's not a hyperbole or anything. You have a county board and then you have seven constituent boards, seven separate constituent boards. And it was always -- it was interesting to see how their responsibilities crossed over.

So our relationship was with that constituent board and then -- but ultimately the Charleston County School Board, the superintendent, the associate superintendents, we had to -- they had responsibility and authority over us.

Q. And fair to say now they have less --

A. Limited. Limited. We have to by state statute keep them informed of our financial status, our academic performance status, compliance with national and regional state statutes.

Q. You are still -- even though you're a charter school, you're still under the umbrella of the authority of the Charleston County School District, aren't you?

MR. QUISENBERRY: Objection to the form.

A. In some areas, yes. It's a unique relationship, but it is one that is authorized statutorily by the 1996 Charter School Act. They are our authorizer, but we are autonomous. We have our own financial standing. We don't receive any money from them or through them as a pipeline.

Q. They don't pay the salaries of the teachers or anything like that?

A. We receive a per pupil allocation from the

the issue date on this exhibit?

A. August 2005.

Q. Do you have any knowledge of the contents of the policy prior to August of 2005?

A. No.

Q. What about Exhibit 9?

A. That was issued in November 2005.

Q. Do you have any knowledge of the contents of the policy prior to that?

A. No, I don't.

Q. Okay. I think that's all of them. I want to show you Exhibit 4. What date was the James Island Charter High School created?

A. It began its operation in 2003.

Q. After it was created, who was responsible for governing the high school?

A. The James Island Charter High School Board of Directors.

Q. And did those board of directors report to anyone in the school district?

A. No.

Q. So after that date, was the charter high school its own separate entry from the district?

A. It was autonomous from it.

Q. You were -- you were asked questions about

EXHIBIT 2

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2007-CP-10-5203

JANE DOE,

Plaintiff,

V.

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH,

Defendants.

Deposition of [redacted] taken on behalf of the Defendant on Wednesday, September 7, 2011 at 11:00 a.m. at Senn, McDonald & Leinbach, 3 Wesley Drive, Charleston, South Carolina.

REPORTER: Nicole D. White

Q. Okay. Do you know how it came to be that he offered you a ride?

A. The first time he offered me a ride I was standing out front of the high school.

Q. Okay.

A. And he was my world geography teacher. I didn't think anything of it.

Q. Okay. And did anything happen that first time?

A. No, ma'am.

Q. Okay. When or what was the first thing that happened that you felt to be inappropriate?

A. When this happened I had never been sexually involved with anybody. At the time that this was going on, I couldn't identify what was inappropriate and what wasn't because I didn't understand what was going on.

The first time that Charlie Smith touched me was in the classroom. And he leaned over my chair as if he was helping me with some work and he put his right hand on my right breast.

Q. Okay. And how long did that instance last?

A. I mean, it was -- it was quick. I -- I don't know, five seconds, fifteen seconds.

Q. Okay. And how did you feel about him after that? Strike that. Let me rephrase. Were you

uncomfortable around him after that?

A. By that time that that had occurred, I had already become familiar enough with him because he would give me rides home. I mean, it wasn't just he took me home one day and then the next day he put his hand on the side of my breast. There had been some time that had passed that made me feel comfortable and trust him.

Q. Okay.

A. So how I felt was maybe it was an accident, maybe it was inadvertent.

Q. Okay. But you remember that?

A. I remember that since 2007, yes.

Q. And when that happened, when he put his hand on the side of your breast, did it make you uncomfortable?

A. I don't recall exactly what my emotions were at that time.

Q. Okay. Did you ever mention it to him?

A. I don't recall ever mentioning it to him.

Q. Did you enjoy it?

A. No.

Q. Well, how do you know that you didn't enjoy it if you don't know how you felt about it or what you said about it or any of that?

A. Because if I felt like it was an accident, which I've already told you maybe it was an accident on his part, accidents aren't typically something that you enjoy. So based on the feeling that I had with thinking that his actions were maybe an accident, you don't enjoy accidents, I don't believe. So that is what I'm basing that off of. Can I take you to that minute and tell you exactly how I felt, not precisely, I can't.

Q. Okay. What was the next instance?

A. The next instance I believe it was at the horse stables, because when he would take me home, he would also take me by his horse stables.

Q. Okay.

A. Which, you know, somebody would think would be pretty inappropriate, but you know.

Q. Did you think it was inappropriate?

A. Now, yes.

Q. When you were going did you think it was inappropriate?

A. I was a kid.

Q. Did your mom ever say it was inappropriate to you?

A. I don't believe she did.

Q. Did you ever tell her that you were going to the horse stables with Mr. Smith?

A. I don't know if I did.

Q. Okay. So what happened at the horse stables?

A. He felt my breast one time at the horse stables and he kissed me at the horse stables.

Q. And what did you think about that when it happened?

A. I don't recall what I thought. I mean, I looked up to this man as a father figure. I had a lot of trust and confidence in him. I don't recall what I thought.

Q. Okay. Did you --

A. I mean, I trusted this man. I trusted Charlie Smith.

Q. Okay. Was he married at the time?

A. Yes.

Q. Okay. And did any part of you think it's wrong for him to be kissing me at the horse stables?

A. I don't know what I was thinking at the time. I mean, I don't want to confuse what I might have been thinking back then because I don't recall with what I'm thinking now. And what I'm thinking now is what he did was wrong. What he did to me was wrong. So you're asking me to

think back, you know, 20 years, 23 years and my emotions from what I'm feeling today are playing in there, too. What he did was wrong. What Charlie Smith did to me was wrong. So I mean, you're asking me what I felt back then. I can't tell you, I'm not back then. I don't remember. I don't remember. So I mean, whenever you're asking me questions, I don't mean to jump around, but I have some very serious emotions about it now. I tried to put the man in jail, okay? So I mean, you know...

Q. So what you're saying is you remember the action that took place, but you have no recollection of how you felt about it?

A. I don't remember how I felt about it.

Q. So you don't know whether it was consensual or not?

A. How could I say it was consensual. I don't believe it was consensual. When he held my head and making me --

Q. We're not talking about --

A. This is not consensual, okay. I was a kid. I didn't know any difference. I never had any interaction with sex and I trusted him.

Q. All right. You were a kid, but you were at

least 16, if you were taking driver's ed. that year.

A. I was 15 when this issue happened. I was 15. I had just turned 15 that May and I started school what, in September -- August, September. I don't know when school started back then, but it was in August or September.

Q. Did you get your driver's license when you were 15?

A. In South Carolina you can get your driver's license at 15 back then, I believe.

Q. So you're 15. Did you know right from wrong when you were 15?

A. To sit here and tell you that I know right from wrong, I don't know. Look at the kids now that are 15, do they know right --

Q. I'm not asking you to look at the kids now. I'm asking you if you, [redacted], when you were 15 years old knew the difference between right and wrong?

A. I thought that I knew the difference between right and wrong, but at 15 maybe I didn't know what was right and what was wrong.

Q. All right. Is kissing a married man when you are not the one who's married to him right or

wrong?

MR. EDWARDS: Object to the form.

Q. You can answer.

A. The way that he kissed me was a kiss that I would see not only a man and a wife do. You know, for somebody to kiss somebody else, you don't just have to be a man and wife. You can be the very best of friends, you know and did I think what he did at the time was wrong, I don't recall what I thought. Did I think that it was wrong to kiss a married man, the way that he kissed me, I've seen other people kiss each other.

Q. When he touched your breast at the stables, did you go back and re-evaluate when he had touched your breast in the classroom and think, well, maybe it wasn't a mistake?

A. I don't recall what I was thinking then.

Q. Okay. What was your response after the incident at the stables?

A. I was still around him. I don't recall exactly what my response was, but I looked up to him. I didn't have a positive father figure in my life at the time and I looked up to him in that aspect.

Q. Did you continue to take rides home from him?
A. I did.
Q. And did you continue to go to the stables?
A. I believe I did.
Q. And sometimes you actually rode your bike over there to see him when you knew he was gonna be there, didn't you?
A. Yes.
Q. All right. What was the next instance?
A. In his classroom.
Q. What happened?
A. I was sitting next to him and he put his hand up underneath my dress. I need to take a break for a few minutes.
Q. Okay.

(Whereupon, there was a short break in the proceedings.)

BY MS. JACKSON:
Q. When we left off we had discussed two instances and you had begun to discuss the third. Before we get back to the third, do you have any recollection of the time frame over which these first three instances occurred?
A. No. In numerical order of what instance occurred when, I recall the first time being

when he touched my right breast in the classroom and I recall the last time being the forced oral sex. Now, the other times in between I don't recall which order what happened in.

Q. Okay. All right. And in reviewing a lot of the statements and documents, it appears that, at least at some point, you felt that this group of instances occurred between January 1 and February 13th, which is when the suicide attempt was; is that correct, or is it a longer span of time?

A. It would -- it was a longer period of time. It was sometime between the beginning of the school year and the time that I attempted the suicide.

Q. Okay. All right. So we're talking about a matter of months instead of a matter of weeks?

A. Yes, ma'am.

Q. Okay. All right. With the caveat that these middle instances may or may not be in chronological order, I do have it down just as number three, because it's the third thing you told me about, was sitting next to him and he put his hand under your dress. Were you sitting next to him at his desk?

A. Yes.

Q. And do you remember why you were at his desk?
A. We were going over some work in the book. I don't recall exactly what it was that we were looking at, but it was in the world geography book.
Q. Okay. And were other students in the classroom?
A. Yes.
Q. And what happened?
A. He put his hand up underneath my dress and maneuvered his hand around my underwear and touched my vagina.
Q. The outside?
A. Can you be more specific?
Q. Did he put his fingers inside of your vagina or just touch the outside skin?
A. The outside skin.
Q. Okay.
A. He didn't penetrate my vagina, but he touched my vagina.
Q. Okay. Right. Okay. Do you remember approximately how long that encounter lasted?
A. I don't recall.
Q. Okay. Did any other students come up to the desk?
A. I don't believe so. We were doing like a study

time. It was quiet time.

Q. And did you say anything while he was doing this?

A. I was very, very uncomfortable.

Q. Did you say anything?

A. I don't recall saying anything.

Q. Did you try to get up out of the chair?

A. I remember just freezing. The way that Charlie Smith's classroom was, his desk area was blocked off to where there were a lot of books and things at the front of his desk and there was a desk beside his desk and it was a long way around the classroom to get to the back of this desk area.

Q. Okay. And at this point at the very least he had already put his hand on your right breast in the classroom, because you knew that was first?

A. Yes, ma'am.

Q. And he may or may not have already kissed you at the stables?

A. May or may not, yes, ma'am.

Q. Okay. Did you consider talking to him from across his desk, so that you didn't --

A. I don't recall what put me behind his desk, other than we were reading a book, the world

geography book. We were looking at something in the book and I was sitting down next to him.

Q. Okay.

A. Now we could go and say did you consider this or did you think about this, that's not what happened. I'm telling you what happened. I don't know what I considered, all right? You asked me what happened, I'm telling you what happened. Now you're throwing out what ifs. I can't give you what ifs. I don't know about what if this, what if that.

Q. Did you ever see any other students up sitting behind his desk with him?

A. He had students around his desk all the time.

Q. I'm not asking you about around his desk, I'm asking about sitting behind his desk.

A. Behind his desk, beside his desk, yes.

Q. Did you try to push his hand away?

A. I froze.

Q. Did you tell anybody afterwards?

A. I don't believe I said anything.

Q. Do you remember at what point in the day that you had his class?

A. I don't recall.

Q. Okay. Were there any other instances?

A. I was sitting behind his desk another time and he took my hand and put my hand on his penis through his pants.

Q. Did you try to pull your hand away?

A. I froze.

Q. Did you tell anyone?

A. I don't believe I did.

Q. Okay. Whichever one of these two instances in the classroom happened first, and I understand that you don't recall which one it was, but when the second instance began happening, did you think back to the first instance and what had happened?

A. I don't recall.

Q. All right. Before we get to the episode of oral sex in the car, were there any other instances?

A. I believe -- I believe I've got everything, I believe.

Q. Okay.

A. I'm still recovering memories.

Q. All right. To your recollection have you ever had vaginal intercourse with Mr. Smith?

A. No, I don't believe so.

Q. To your recollection have you ever had anal intercourse with Mr. Smith?

A. No, ma'am.

Q. To your recollection did Mr. Smith ever perform oral sex on you?

A. No, ma'am.

Q. Other than the one time that we're gonna discuss in just a minute in the Bronco, did you ever perform oral sex on him?

A. Other than that one time, no, ma'am, I don't believe so, but please keep in mind that I'm still recovering memories.

Q. All right. Tell me what happened to the best of your recollection the day that resulted in the oral sex in the Bronco?

A. Charlie Smith was giving me a ride home. He pulled over, shut the vehicle off, he pulled his penis out of his shorts and held my head while I performed oral sex on him and he ejaculated in my mouth.

Q. And then what happened?

A. And then he put his penis away and he took me home.

Q. All right. When he pulled over and shut the vehicle off, did you climb onto the center console?

A. I believe I did. I was on the center console.

Q. You know why you climbed onto the center console?

A. Do I know why I climbed on the center console? No, I don't know why I climbed on the center console. I know now what the result was.

Q. Climbing on the center console put you much closer to Mr. Smith than if you had remained in your seat, correct?

A. Yes.

Q. Did you see him unzip his shorts?

A. Yes.

Q. Did you say anything when he unzipped them?

A. No. I don't recall saying anything.

Q. Did you attempt to move back over into your seat?

A. I don't recall if I did or not.

Q. Did he have a hold of you at that time?

A. At what time, when I was on the center --

Q. When he was unzipping his pants.

A. It happened so fast, I don't recall if he had a hold on me at that moment or not. I don't recall.

Q. Did he say anything?

A. I don't recall him saying anything.

Q. Did you say anything?

A. I don't recall saying anything.

Q. Okay. And then you said he held your head while you performed oral sex. Did he push your head down to his penis?

A. Yes.

Q. And did you try to keep him from doing that?

A. I don't recall if I tried to fight him or not. I don't recall.

Q. As of that point did you know what oral sex was?

A. No.

Q. You'd never even heard of it?

A. I've heard of it, but I didn't know what it was. I had no sexual experiences.

Q. And I'm not talking about first-hand, I'm just talking about people talking at gym class or people talking in study hall about what oral sex is?

A. I'm sure somebody probably talked about it.

Q. Okay. And you said he ejaculated in your mouth?

A. Yes.

Q. Did you spit it out at him.

A. I remember choking on it.

Q. Did he say anything at that point?

A. I don't recall.

Q. Did he make any noises?

A. I remember him moaning, like a moaning or grunting.

Q. Did he say anything on the way home?

A. I don't recall.

Q. Did you have anything with you that day?

A. I believe I had my book bag, because I always carried my book bag.

Q. Okay. Did you take it with you when you got out of the car?

A. I'm assuming that I did.

Q. Did you say anything to him?

A. I don't recall -- I'm sorry.

Q. Did you say anything to him when you were getting out of the car?

A. I didn't say anything.

Q. When you got home was there anybody at your house?

A. All I remember is going into my room and closing my door. I don't -- I don't recall if anybody was home or not.

Q. What was the next time you saw anybody?

A. I don't recall. All I remember is going home and going into my room and laying on my bed with my cat.

Q. Your mom never came in to say, hey, welcome home

or --

A. I don't recall. All I remember is going home, going into my room, closing my door and holding onto my cat crying. That's all I remember. I don't remember if she come in and checked on me. I don't remember if I woke up the next morning and went to school. I don't remember. I don't remember what happened.

Q. So are you now saying that you have no recollection of anything that happened from the time you picked up -- laid on your bed with your cat until 2007 on this?

A. No. Because the suicide happened and I believe it was shortly after the oral sex.

Q. Okay. All right. Has anybody that you know of given a written or recorded statement of any kind that supports the allegations that you're making against Mr. Smith?

A. None that I'm aware of.

Q. Do you know for certain if anybody ever saw Mr. Smith touching you in a sexual manner, meaning touching your breast, touching your vagina, kissing?

A. Not that I'm aware of.

Q. If he was doing these things to you, these -- we

have five instances, why didn't you stay away from him?

A. I trusted him and I looked up to him as a father. Why I didn't stay away from him, I don't know why I didn't stay away from him.

Q. Didn't he violate your trust when he felt your breasts or when he put his hand under your dress in his classroom?

A. I never had a relationship with my father and I looked up to him. You're asking me to answer a question to put myself back whenever I was fifteen. I can't tell you what I was thinking back then as far as did I feel like he violated -- whatever your question was.

Q. Violated your trust. You said you trusted him, so I asked if he violated your trust by putting his hands on your vagina in his classroom.

A. I don't recall how I felt at the time regarding him violating my trust.

MR. EDWARDS: Are you asking how she felt then or how she feels now?

MS. JACKSON: How she felt then. I know how she feels now.

A. Oh, yes.

Q. Did you ever cry when he was touching you on any

of these five instances?

A. I only recall crying when I was laying in bed with my cat after he forced me to perform oral sex on him. I may have cried the other times, but I don't recall. And I recall crying when I was laying in bed after the suicide attempt throwing up charcoal.

Q. Okay. Do you ever recall telling him to stop?

A. I don't recall.

Q. What I'm trying to understand is if you don't know as you sit here today how you felt back in 1989, '88/'89, during these five instances, how can you say they weren't consensual?

A. I'm not saying that I didn't have feelings and what I'm telling you is that my feelings are so strong today, that maybe they're overwhelming what I felt then. I trusted him. And when he held my head down and forced me to perform oral sex on him, how can that possibly be consensual. I am very sure that that was not consensual.

Q. How are you very sure?

A. Because to this day I have a very, very difficult time, if I ever have, performing oral sex on a man. That is how I know. Coupled with the fact that I was gagging and I'll never -- I

just -- I can still feel it right now as if it was happening then. So I'm positive that that was not consensual.

Q. All right. What about the other instances? And I'm just trying to figure out if whatever order these things occurred in, the middle three things, was there a build up of -- did there come to a point leading to this oral sex instance where you started saying, you know, maybe something's not right here or did that kind of culminate in the oral sex instance that reduced -- sent you home in tears with your cat that then culminated in the suicide attempt? I'm trying to figure out when -- how we get to the suicide. There's a road map and I'm just trying to understand how we get to the end point.

A. I'm just answering your questions to the best of my ability. Now, whether or not you understand, I can't help you with that. All I can do is answer your questions and that is what I'm trying to do.

Q. Okay. My question is, did there ever come a time leading up to the oral sex in the Bronco, that you started to think something is not right

about this relationship with Mr. Smith?

A. I don't recall.

Q. Let's talk about the suicide attempt. Do you need a break before we go there?

A. No --

Q. Okay.

A. -- Ma'am.

Q. All right. It appears from the hospital record that your attorneys produced that the suicide attempt was February 13th of 1989.

A. Do you have the document?

Q. I didn't bring it down, but if you want me to go get it, I can.

A. Please.

Q. Hold on one second.

(Whereupon, there was a short break in the proceedings.)

(Whereupon, Defendant's Exhibit 5 was marked for identification.)

BY MS. JACKSON:

Q. I'm gonna show you what's been marked as Exhibit 5 to your deposition. It's an affidavit of Jane Doe that is two pages long and then it appeared to me that the -- based on the affidavit that the medical records were attached to it. Were

you able to locate a date on those records? I can help you if you need --

A. Yes, if you don't mind.

Q. Okay. The second page of the record. Go to the next page, there's a date right here in the corner (indicating).

A. Okay.

Q. And then if you go to the EMS run report, excuse me, EMS run report itself, there (indicating).

A. Okay.

Q. And what date is on those documents?

A. 2/13/89.

Q. Okay. Does that help refresh your recollection as to the date of the suicide attempt?

A. Yes.

Q. Okay. All right. And do you remember what type of medication you took in an attempt to commit suicide?

A. Bivarin.

Q. Okay. Do you --

A. Vivarin.

Q. Vivarin?

A. Yeah. I'm not real sure of the spelling. If it's with a V or B.

Q. I think it's with a V.

EXHIBIT 3

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2007-CP-10-5203

JANE DOE,

Plaintiff, VOLUME II

V.

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH,

Defendants.

Deposition of [redacted] taken on behalf of the Defendants on Thursday, September 8, 2011 at 10:15 a.m. at Senn, McDonald & Leinbach, 3 Wesley Drive, Charleston, South Carolina.

REPORTER: Nicole D. White

A. **Yes, sir.**
Q. Thank you. All right. I understand, and clarify me if I'm wrong, but I understand from your testimony yesterday that you didn't tell anyone about any of the incidents that occurred with Mr. Smith until 2007? 11:07:41
A. **Yes, sir.**
Q. All right. Now, I'm gonna clarify that to make sure that this is accurate, you didn't tell anyone at the district about any of the incidents with Mr. Smith, correct? 11:07:54
A. **The school district?**
Q. Yeah.
A. **Correct.**
Q. You didn't tell anyone at the school about the incidents with Mr. Smith? 11:08:01
A. **Correct.**
Q. Now, one thing, about your knowledge and your evidence and that sort of thing, when I say that, I'm talking about what you have, documents, or your own mind, or any facts that you have, okay, do you understand that? 11:08:17
A. **Yes, sir.**
Q. Okay. Do you have any evidence or knowledge that any of the school officials knew about the 11:08:26

question.
BY MR. QUISENBERRY:
Q. Please answer.
A. Are you gonna let me answer the way I want to answer? 11:22:55
Q. You can't do that. This is my deposition. I ask the questions and you answer them, then you can clarify. I asked you a yes or no question.
A. That's not a yes or no question.
Q. Do you have information, that was the question. 11:23:02
MR. EDWARDS: Object to the form.
Answer the question as best you can.
A. Can you please re-answer -- re-ask the question?
Q. Do you have any information or knowledge that the school district had any information about 11:23:22 Mr. Smith that should have put them on notice prior to these incidents?
A. Prior to 19 --
Q. Prior.
A. -- '89? 11:23:32
Q. Uh-huh.
A. Not at this time.
Q. Okay. You don't know of any school district official or teacher official or anyone, that had any knowledge prior to the instances that should 11:23:53

have put them on notice?

A. Prior to 1989?

Q. (Indicating.)

A. Not at this time.

Q. All right. Now, was -- I understand from your testimony yesterday, clarify if I'm wrong, but that when you first started getting rides with Mr. Smith you said that you didn't think anything of it at first, correct? 11:24:07

MR. EDWARDS: I'm sorry, what was the question? 11:24:33

MR. QUISENBERRY: I'm trying to clarify her testimony. Yesterday when she was describing the rides with Mr. Smith she said I didn't think anything of it when I got in the car with him to get a ride home from practice. 11:24:41

Q. Is that correct?

A. From school. **11:24:47**

Q. Okay. So it's from school?

A. And practice.

Q. And you didn't think anything of it?

A. No. By that point he had already befriended my mother. I mean, my mother knew of him. **11:24:59**

EXHIBIT 4

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

JANE DOE, CASE NO. 2007-CP-10-5203

Plaintiff(s),

-vs-

DISTRICT OF JAMES ISLAND
HIGH SCHOOL AND CHARLES SMITH,

Defendant(s).

THE DEPOSITION OF PATRICIA MOORE, taken on behalf of the Defendant on Thursday, January 12, 2012 commencing at 9:10 a.m. at the Law Offices of Senn Legal, 3 Wesley Drive, Charleston, South Carolina.

REPORTED BY: Nicole D. White

when -- at the time of -- back in '89 when she was in school, that you -- that your impression of her relationship with Mr. Smith was that he was a role model, correct?

A. Yes.

Q. And that's why I understand you didn't suspect anything at the time?

A. No. Only she might be infatuated with him, that might be in there, but he is a role model, that's what I was thinking.

Q. And you didn't suspect any wrong doing on the part of Mr. Smith at that time?

A. At that time, no.

Q. And the first time you ever suspected any wrong doing of Mr. Smith was when she told you in 2007?

A. On his part, Coach Smith's part is 2007.

Q. Okay. Is the first time you ever suspected any wrong doing on his part?

A. Yes.

Q. Okay. Now, did you ever -- you said that you saw him give her rides home?

A. I can recall two times.

Q. Two times. Okay. One time -- tell me about both of those if you don't mind, the best you

Q. Did you ever tell anyone at the school or at the district you didn't want him to take her home?
A. No.
Q. Okay. Did you ever complain to Mr. Smith about anything he was doing with your daughter at the time?
A. No.
Q. Okay. Did you ever complain to the school or to the district about any -- Mr. Smith?
A. No.
Q. Okay. You mentioned that back -- you had, I think -- I've read your affidavit and you said you had no idea about any of this at the time?
A. That's right.
Q. Okay. And you didn't suspect it at all?
A. No.
Q. Okay. I want to show you a document. I just want to see if you've ever seen this. I'm gonna mark this as whatever we're on.

(Defendant's Exhibit 2 was marked for identification.)

Q. Take a chance to look at that and then tell me if you've ever seen that before.
A. No.
Q. You have never seen that before?

EXHIBIT 5

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF STEVE SHADDRIX

COPY

JANE DOE,

Plaintiff,

vs.

Case No. 2010-CP-10-7699

CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT, and JAMES ISLAND HIGH SCHOOL,

Defendants.

DEPONENT: STEVE SHADDRIX

DATE: January 24, 2012

TIME: 2:50 P.M.

LOCATION: THE RICHTER FIRM
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina

REPORTED BY: TERI L. HORIHAN
NCRA REGISTERED PROFESSIONAL REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
843-762-6294
WWW.CLARK-ASSOCIATES.COM
Teri@Clark-Associates.com

A. I dealt with football players and baseball players. I have given them both rides back in those days because kids would need it, and I -- you know, it's on my way. I'll give you a ride.

Q. Did you earn their respect?

A. I earned their respect. Not by giving them rides, but I earned their respect on how I coached and act towards them.

Q. That's what I'm asking, yeah.

A. And they weren't afraid to ask me for -- I might run the hell out of them one day. They'd still ask me for -- Coach, could you drop me off at the corner store until Momma can -- you know, I can get a ride home.

Q. Was that common practice?

A. It was back then. It was.

Q. Okay. And there was no policing of that type of thing by the school?

A. Well, you didn't hear about all the bad things that nowadays go on. It wasn't happening.

Q. Right. And because of that, there was no policing by the school?

A. Well, they could -- it was out in plain view. I mean, there was nothing hidden.

Q. Well, the softball field -- was the softball

EXHIBIT 6

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF BARBARA DILLIGARD, Ph.D.

JANE DOE,

Plaintiff,

vs.

Case No. 2010-CP-10-7699

CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT, and JAMES ISLAND HIGH SCHOOL,

Defendants.

DEPONENT: BARBARA DILLIGARD, Ph.D.

DATE: April 9, 2012

TIME: 10:00 A.M.

LOCATION: THE RICHTER FIRM
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina

REPORTED BY: TERI L. HORIHAN
NCRA REGISTERED PROFESSIONAL REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
843-762-6294
WWW.CLARK-ASSOCIATES.COM
Teri@Clark-Associates.com

type of training as well?

A. All employees were required to go to that training.

Q. All employees. Okay. Every single employee?

A. All employees.

Q. All right. Do you remember if there was any policy of the district as far as student entrance and exit from school grounds, teacher supervision, maintaining the listing of buses and students on each bus, things like that?

A. There were general policies and procedures about that, yes.

Q. General. What do you mean when you say general policies and procedures?

A. I can't tell you a specific policy, but there certainly were things that guided students when they go off the campus, when they come on the campus, bus -- those kinds of things.

Q. What was the policy about teachers giving students rides in their car to and from school and practice?

A. Well, for a number of years, people did that out of courtesy a lot of times. The parents didn't come to pick up their kids. They didn't want the

EXHIBIT 7

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF ROBERT SHEALY, Ph.D.

JANE DOE,

Plaintiff,

vs.

Case No. 2010-CP-10-7699

CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT, and JAMES ISLAND HIGH SCHOOL,

Defendants.

COPY

DEPONENT: ROBERT SHEALY, Ph.D.

DATE: January 25, 2012

TIME: 10:00 A.M.

LOCATION: THE RICHTER FIRM
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina

REPORTED BY: TERI L. HORIHAN
NCRA REGISTERED PROFESSIONAL REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
843-762-6294
WWW.CLARK-ASSOCIATES.COM
Teri@Clark-Associates.com

Q. One officer?
A. As far as I can recall.
Q. Okay. Now, was there any policy in place about teachers transporting students to and from school?
A. I don't know of any policy.
Q. Okay. So teachers were never told, you should or shouldn't transport students to or from school?
A. (Witness shook head.)
Q. One way or the other?
A. Not that I know of.
Q. You never did that personally, did you?
A. I guess in my years, I have given somebody a ride, you know, but I can't recall right now.
Q. A student?
A. Possibly, yeah.
Q. Okay. To their home?
A. No, no.
Q. Where would you have taken them?
A. If I was going home, I'd take them as far as I would take them, or if it was close by, I wouldn't mind going a block or two out of the way, you know.
Q. A student asked you for a ride?

EXHIBIT 8

Lakeisa Robinson

EMPLOYEE SERVICES FORM
CHARLESTON COUNTY SCHOOL DISTRICT
HUMAN RESOURCE DEPARTMENT

1. Employee's Name: Charles R. Smith
2. SS #: [redacted]
3. Position: P.E. Health Teacher
4. Position Control Number 35020752
(See back for Standardized Position Control description)
5. Date of Hire: __/__/__
6. Hours per Day: __
7. School/Department: **James Island Charter High/350**
8. EEV#: _____-_____

9. Please check all boxes that apply:

☐ New Position ☐ Transfer ☒ Reg. Retiree **Transfer within CCSD: To:** _____
☐ Full Time ☐ Part Time ☐ TERI Retiree ☐ Temporary

10. Please check the appropriate funding:

☒ Local/GOF ☐ Non-Local Specify: _____
☐ IDEA ☐ FRCS ☐ RCS ☐ PERKINS ☐ TITLE I

11. Account Number: If applicable... 35011140 (ORG) - 112 (OBJ) - _____ (PROJ) FTE: 1.0

12. **Termination Date:** 06/06/08 **Termination Code:** 18 ⟹

13. ASSIGNMENT CHANGE IN CONTRACT OR IN POSITION FROM _____ TO _____

14. Employee's Signature: _____ Date: __/__/__

ADDITIONAL:

15. FROM ACCT #: _____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____ FTE: _____

16. FROM ACCT #: _____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____ FTE: _____

18. Principal/Dept. Head Signature — Date: 02/26/08

Additional Signature — Date: __/__/__

TERMINATION CODES	
10-LA	31-EXCESS ABS
11-DISAB	32-PER REAS
12-OTH WK	33-FAIL REPOR
13-FAM	34-NO REAS
14-DISAT	35-PROBAT
15-ILL	36-LACK PTS
16-INSUF PAY	37-SEEK OTH
17-MOVE	38-OTHER SC
18-RETIRE	39-MILITARY
19-SUSPEND	40-MARRIAGE
20-CERT PROB	41-NO TRANSP
21-NO CONTR	42-REFUSE ORI
22-TEMP END	43-VIOLATION
23-INCOMP	44-TARDINESS
24-RIF	45-FALSE STAT
25-MISCON	46-ALCOHOL
26-TRADE DISP	47-FREE AGENT
27-WK COMP	48-UNSATISPAC
28-DEATH	49-OTHER VOL
29-INVOL/OTH	50-TERI
30-SCHOOL	

EMPLOYEE SERVICES ONLY	PAYROLL ONLY
Employee Number: 357200 JMC 4/22/08	
Gr/Band: ___/___	
Salary: $ ___	

White-EMPLOYEE SERVICES Yellow-PAYROLL Pink-SCHOOL/DEPT.

CHARLESTON COUNTY SCHOOL DISTRICT
VOLUNTARY RESIGNATION FORM

This form must be completed for any employee who submits a letter of resignation or may be submitted in lieu of a letter of resignation.
In addition, an Exit Interview Form is required before the last day of employment.

PRINT NAME: Charles R. Smith DATE: 2/26/08

SCHOOL/DEPT: James Island Charter High/0350 POSITION: P.E. Health Teacher

[redacted] EFFECTIVE DATE OF RESIGNATION: 06/06/08

By signing this form, I understand that I am resigning from Charleston County School District, not just a constituent district, and terminating my employment.

Employee's Signature / Date: 2/26/08

This resignation is offered voluntarily and for the following reason(s) (check all that apply):

( )	To seek other work	( )	Dissatisfied with current job
( )	Teaching position in-state	( )	Termination
( )	Teaching position out-of-state	( )	Position in Administration – In District
( )	Leaving PACE Program	( )	Position in Administration – In State
(X)	Retirement	( )	Another Position in Education – In District
( )	Personal reasons	( )	Leaving Profession

Other, please specify: (Military), (Moved), (School)

_____

I accept this resignation as of the effective date above.

Principal's/Supervisor's Signature / Date: 2/26/08

On behalf of the _____ **Board of Trustees I accept your resignation.**

Condition, if any:

_____ / _____
Associate Superintendent Signature/Chief's Signature Date

Reviewed by HR Operations: _____

2008-2009

EMPLOYEE PERMANENT RECORD

NO. OF HOURS EMP.
EMPLOYEE STATUS

Smith, Charles Roy — Male — Caucasian — married

LAST NAME / FIRST / MI / (MAIDEN) — SEX — RACE — M/S

[redacted] — 10-8-75 — [redacted] — S. C. RETIREMENT NUMBER

DATE OF BIRTH — DATE OF EMPLOYMENT — SOCIAL SECURITY NUMBER

10 8 15 — 65-24 — EEOC Dis

CERTIFICATE NUMBER — FIELDS OF CERTIFICATION

YCR 004

FURLONGR—2-74

YEAR	SCHOOL OR DEPT.	POSITION	GP	CI	GR	EXP.	COMMENTS	SALARY
75-76	Stiles Point	teacher		3-	P	0		8031.00
76-77	Baxter Patrick	teacher		3-	P	1	60% - Stiles Point 40%	8775.00
							10-1-76	8975.00
							transfer full time Stiles Point 2-10-77	8975.00
77-78	Stiles Point	teacher/coach		3-	P	2	9208 + Asst FB all $950 + Golf $225 =	10,383.00
							9607 + $950 + $225 = new schedule	10,782.00
78-79	Stiles Point	teacher/coach		2-	P	3	10,207 + Golf $225 - Wrestling $600	11,032.00
							6% inc. 1-1-79 10,809	
79-80	Stiles Point	teacher/coach		2-	P	4	11,550 + 642 (wrestling) + 241 (golf) + 1017 (asst FB) = 13,450.00	13,450.00
				1-	P	4	new cert. $12,650 + Supp $1900 = cert. exp. 1980	14,550.00
							cert exp 1985	
1980-81	Stiles Point	teacher/COACH		1-	P	5	14,051 + 1,100 Asst FB + $300 wrestling + $300 Golf	16,251.00
1981-82	Stiles Point	teacher/coach		1-	P	6	14,00 Asst FB + $300 wrestling + $300 golf - $14,37[illegible]	16,576.00
				1-	P	6	15,351 + 1177 + 856 + 321 (Asst FB, Wrestling, Golf)	17,705.00
1982-83	Stiles Point	Teacher/Coach acting Principal		1-	P	7	16,004 + 1177 + 856 + 321 (Asst. FB, Wrestling, Golf)	18,358
							eff. 2-7-83 - (23,698 + Supplement(s)) (Te[illegible]	23,698
1983-84	Stiles Point	Teacher/Coach		1-	P	8	16,925 + 1177 Asst Football + 321 Golf [illegible]	18,423
							16,925 + 1177 Asst. Fbl. + 321 [illegible]	18,468
1983-84	James Island High	Teacher/Coach		1-	P	8	16,925 + 1212 " " + 331 " [illegible]	18,468
							+ wrestling 883.00 - Pd $[illegible] (work)	
							2wk - Wrestling pl A yard	
							Golf [illegible] $50 (2wk)	
84-85	James Isl. High	Teacher/Coach		1-		9	20,053 + Asst FB [illegible]	21,396.00
							18,271 + 1776 + 1292 [illegible] $50 Golf	21,684
							wrestling coach 932.00	

RQA1695

Charles Smith [redacted] 10-8-1975

YEAR	SCHOOL OR DEPT.	POSITION	GP	CI	GR	EXP.	COMMENTS	SALARY
84-85	James Isl. High	Teacher/Coach			1-	9	20,053 + 2,563 (Supplement for Asst. football + wrestling) Pd. 134.00 on 5-17-85 Play-off Golf Pd. $54 on 6-14-85 Play off	22,616
85-86	James Island High	Teacher/Coach		1	1	10	19,805 + 1,883 + 350 + 932 wrestling 8 + 327 wrestling Supplement Increase 1,470. + Golf 490 + 21,998.	23,280
				1		11	New cert. rec'd. 2-26-86 valid 7-1-85 thru 6-30-86 Playoff for wrestling supplement 205.91	23,958.
86-87	James Island High	Teacher		1		11	21,389. + 2,493 wrestling 9 yrs 1,470.) + (Golf 10 yrs. 500.) = 1970	23,882. 15,852.
				1	P	11	Cert. rec'd. 9/23/86 valid 7-1-86 thru 6-30-1990	
87-88	James Island High	Teacher		1	P	12		25,418.
88-89	James Island High	Teachers		1	P	13	Softball 0 yrs. 1200 eff. 8/22/1988 for the 88/89 sch. years 1200 + 26,558	26,558. 27,758
89-90	James Island High	Teacher		1	P	14	1 yr Softball 1550 + 28,417. Added Asst. Fb 2,100 6 yrs 3,650 + 28,417	29,967. 32,067
1990-91	James Island High	Teacher/Coach		1	P	14	Hold @ 4 yrs. Exp. 29,318 + (7 yrs. football 2150)	31,468
				1	P	15	New cert rec'd 8/24/90 29,880 + 2150 Exp. 1995 Additional: Softball (2 yrs) 1600 + 2150 + 29,880 7 yrs. football	32,030 33,630
							1/4/91 Pd 14 wks football play-off (153.57)	
91-92	James Island High	Teacher/Coach		1		15	Eff 7/29/91 30,745 + 1650 + 2200 3 yr Softball 8 yrs Asst. Football Pd. 1-3-92 $314.30 football play-off	34,595
92-93	James Island High	Teacher/Coach		1	P	17	Eff 8-3-92 32,368 + 2250 + 1700 (4 yrs. Softball) 9 yrs Asst. Football Pd. $160.71 on 12/18/92 football Play-off Pd. 6/18/93	36,318
							383.34 Softball Play-off	
93-94	James Island High			1		16	1995 Eff 8-2-93 32,629 + 2300 (10 yrs Asst Fball) + 1750 (5 yrs softball) Pd. 291.66 on 6/17/94	
							Softball Play-off Term. ALL Sports Acct.	6/10/94
94-95	James Island High	Teacher		1	P		Eff 8-15-94 $750 - (6 yrs Boys Tennis) Term. Boy Tennis 1/30/95	4,125

YCR 001145

ROA1696

CHARLESTON COUNTY SCHOOL DISTRICT

EMPLOYEE PERMANENT RECORD

DAYS PER YR. ____
HRS. PER DAY 7
EMPLOYEE STATUS ____
FUNDING SOURCE GOF

YCR 001146

Smith	Charles		M	W	M
LAST NAME	FIRST	MI (MAIDEN)	SEX	RACE	M/S

[redacted]	10-8-75	[redacted]	#357200
DATE OF BIRTH	DATE OF EMPLOYMENT	SOCIAL SECURITY NUMBER	~~SCDS POSITION CODE~~

108615	65,24,63
CERTIFICATE NUMBER	FIELDS OF CERTIFICATION

YEAR	SCHOOL OR DEPT.	POSITION	GP	CI	GR	EXP.	DATE EXPIRED	COMMENTS	SALARY
95-96	James Island High	Teacher		7	1	20	2000	cert rec'd 10/2/95 Retro 8/14/95	38,387
96-97	James Island High	Teacher		7	1	21		8-19-96	39,631
97-98	James Island High	Teacher		7	1	22		8-18-97	40,569
98-99	James Island High	Teacher		7	P	23		8/17/98	42,334
							JV	Softball Coach 6yrs. $1,800 2/1/99	
99-2000	James Island High	Teacher		7	P	24		8/16/99 JV Softball 7yr. $1,100	44,244
								Varsity Softball 7yr. $1,850	
2000-01	James Island High	Teacher		7	P	25		8/7/00	$47,181
				7	P	25	2001	Renewed certificate rec'd 9/00	
								Varsity Softball 8 yrs. $1,900	
								JV Softball 8 yrs. $1,150	
01-02	James Island High	Teacher		7	P	26	2005	8/6/01	51,158
								Varsity Softball 8 yrs $1,950	
02-03	James Island High	P.E. Teacher		7	P	27		8/7/02	52,343
								Winter Sport - Wrestling 10 yr. $2,000	
								TERI Plan 4/1/2003	
								Pd. $499.98 on 4/11/03 Play Offs	
03-04	James Isl. Charter High	P.E. Teacher		7	P	28		8/6/03	52,646
								Winter Sport - Wrestling 11 yr. $2,050	
04-05	James Island Charter	P.E. Tch		7	P	29		8/3/04	53,612
								asst Ft./JV - Wrestling -	
								JV Wrestling - $2500	
								Paid $600.00 on 3/2005 Winter Sports (Wrestling)	

ROA1697

#HRS. PER DAY
EMPLOYEE STATUS
FUNDING SOURCE
EEOC POSITION CODE:

NAME: Smith, Charles SS# 357200

YCR 001147

YEAR	SCHOOL OR DEPT.	POSITION	GP	CI	GR	EXP.	DATE EXPIRED	COMMENTS	SALARY
05-06	JI Charter	PE		7	P	30		8-15-05	55,206
								JV Wrestling $3150	
06/07	JICHS	PE		7	P	31		8-17-06	56,750
								Assistant Softball $1,000	
07-08	JICHS	PE		7	P	32		8/15/07	59,723
								Teri 4-2-08	
								Terminated - 6-6-08 - retire	

ROA1698

(TYPE OR PRINT)

ATTACH RECENT PHOTOGRAPH HERE

TEACHER APPLICATION BLANK

CHARLESTON COUNTY SCHOOL DISTRICT
DIVISION OF PERSONNEL
POST OFFICE BOX 2218
CHARLESTON, SOUTH CAROLINA 29403

TELEPHONE
803-723-2576

DATE 5-75

Name SMITH (Last) CHARLES (First) ROY (Middle) (Maiden N[redacted])

Present Address [redacted] Phone [redacted] disconnected

[redacted]

Permanent Address SAME AS ABOVE Phone

Race

Date of Birth [redacted] Place of Birth DECATUR, ILLINOIS

Height 5'8" Weight 145 Single Married X Widowed Divorced

Number of Children NONE Condition of health GOOD

Do you have any physical or organic defects? NO Explain

Spouse's Occupation CASHIER WOOLWORTHS

Type South Carolina Certificate now held: Number

Group 6 Class Grade Expiration date

NTE Common Score NTE Area Score

South Carolina State Retirement System Number Social Security Number

Name subjects or grades you are certified to teach 6-12 HEALTH ED DRIVERS ED PHY ED

Name subjects or grades you prefer to teach SAME AS ABOVE

Approximate number of hours in courses in Education 16 HRS.

Do you have credit for practice teaching YES

Major field PHYSICAL EDUCATION Minor field HEALTH ED, DRIVERS ED

Military Service (Active Duty Only)

Branch NAVY Type of Duty SEA Highest Rank BMSN Dates 1965/1969

Type of Discharge HONORABLE

DB

EMPLOYEE SERVICES FORM

CHARLESTON COUNTY SCHOOL DISTRICT
HUMAN RESOURCE DEPARTMENT

1. Employee's Name: Charles Smith
2. SS #: [redacted]
3. Position: P.E. Teacher
4. Position Control Number 35020752
(See back for Standardized Position Control description)
5. Date of Hire: ___/___/___
6. Hours per Day: __
7. School/Department: **James Island Charter High/350**
8. EEV#: _____-_____

9. Please check all boxes that apply:

☐ New Position ☐ Transfer ☐ Reg. Retiree Transfer within CCSD: To: _____
☐ Full Time ☐ Part Time ☒ TERI Retiree ☐ Temporary

10. Please check the appropriate funding:

☒ Local/GOF ☐ Non-Local Specify: _____
☐ IDEA ☐ FRCS ☐ RCS ☐ PERKINS ☐ TITLE I

11. Account Number: 3501 1150 - 112 - _____ FTE: 1.0
If applicable... ORG OBJ PROJ

12. **Termination Date:** 03/31/08 **Termination Code:** 50 ⟹
13. ASSIGNMENT CHANGE IN CONTRACT OR IN POSITION FROM _____ TO _____
14. Employee's Signature: _____ Date: ___/___/___

ADDITIONAL:

15. FROM ACCT #: _____-_____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____-_____ FTE: _____
16. FROM ACCT #: _____-_____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____-_____ FTE: _____
18. Robert E Bowden 01/16/08
Principal/Dept. Head Signature Date
_____ ___/___/___
Additional Signature Date

TERMINATION CODES	
10-LA	31-EXCESS ABS
11-DISAB	32-PER REAS
12-OTH WK	33-FAIL REPOR
13-FAM	34-NO REAS
14-DISAT	35-PROBAT
15-ILL	36-LACK PTS
16-INSUF PAY	37-SEEK OTH
17-MOVE	38-OTHER SC
18-RETIRE	39-MILITARY
19-SUSPEND	40-MARRIAGE
20-CERT PROB	41-NO TRANSP
21-NO CONTR	42-REFUSE ORI
22-TEMP END	43-VIOLATION
23-INCOMP	44-TARDINESS
24-RIF	45-FALSE STAT
25-MISCON	46-ALCOHOL
26-TRADE DISP	47-FREE AGENT
27-WK COMP	48-UNSATISFAC
28-DEATH	49-OTHER VOL
29-INVOL/OTH	50-TERI
30-SCHOOL	

EMPLOYEE SERVICES ONLY
Employee Number: 57200
Gr/Band: ___/___
Salary: $ ___
4/17/2008

PAYROLL ONLY:

White-EMPLOYEE SERVICES Yellow-PAYROLL Pink-SCHOOL/DEPT.

JAN 17 2008

YCR 001149

EMPLOYEE SERVICES FORM

CHARLESTON COUNTY SCHOOL DISTRICT
HUMAN RESOURCE DEPARTMENT

1. Employee's Name: Charles Smith
2. SS #: [redacted]
3. Position: P.E. Teacher
4. Position Control Number 35020752
(See back for Standardized Position Control description)
5. Date of Hire: 04/02/08
6. Hours per Day: __
7. School/Department: **James Island Charter High/350**
8. EEV#: ____-____-____

9. Please check all boxes that apply:

☐ New Position ☐ Transfer ☐ Reg. Retiree **Transfer within CCSD: To:** Rehire Retiree
☒ Full Time ☐ Part Time ☐ TERI Retiree ☐ Temporary (missed 4/01/08 OFF of payroll one day)

10. Please check the appropriate funding:

☒ Local/GOF ☐ Non-Local Specify: _____
☐ IDEA ☐ FRCS ☐ RCS ☐ PERKINS ☐ TITLE I

11. Account Number: If applicable... 35011140 (ORG) - 112 (OBJ) - _____ (PROJ) FTE: 1.0

12. **Termination Date:** ___/___/___ **Termination Code:** ___

TERMINATION CODES	
10-LA	31-EXCESS ABS
11-DISAB	32-PER REAS
12-OTH WK	33-FAIL REFOR
13-FAM	34-NO REAS
14-DISAT	35-PROBAT
15-ILL	36-LACK PTS
16-INSUF PAY	37-SEEK OTH
17-MOVE	38-OTHER SC
18-RETIRE	39-MILITARY
19-SUSPEND	40-MARRIAGE
20-CERT PROB	41-NO TRANSP
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22-TEMP END	43-VIOLATION
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25-MISCON	46-ALCOHOL
26-TRADE DISP	47-FREE AGENT
27-WK COMP	48-UNSATISFAC
28-DEATH	49-OTHER VOL
29-INVOL/OTH	50-TERI
30-SCHOOL	

13. ASSIGNMENT CHANGE IN CONTRACT OR IN POSITION FROM _____ TO _____

14. Employee's Signature: _____ Date: ___/___/___

ADDITIONAL:

15. FROM ACCT #: _____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____ FTE: _____

16. FROM ACCT #: _____-_____-_____ FTE: _____
TO ACCT #: _____-_____-_____ FTE: _____

18. Robert B Anderson 01/16/08
Principal/Dept. Head Signature Date

_____ ___/___/___
Additional Signature Date

EMPLOYEE SERVICES ONLY	PAYROLL ONLY
Employee Number: 357200 Unk	
Gr/Band: ___ ___ 1/17/2008	
Salary: $ _____	

White-EMPLOYEE SERVICES Yellow-PAYROLL Pink-SCHOOL/DEPT.

JAN 17 2008

Resume Charles R. Smith

Present Address
[redacted]
Phone: [redacted]

Permanent Address
[redacted]

Education 1965 Graduate of Rantoul Township High School
1972 Graduate of Parkland Junior College
July 1974 Graduate of Eastern Illinois University
Degree: Bachelor of Science
Major: Physical Education
Minor: Health Education and Drivers Education

Work Experience

1965-1969 U.S. Navy, Boatswains Mate, In charge of recruits aboard ship.
1970-1971 Cook's Rentals, Century Boulevard, Rantoul, Illinois Counter work and advisement of proper tools.
1971-1972 Kerr-McGee, Donahue's Kerr-McGee, Champaign Avenue, Rantoul, Illinois and Kerr-McGee Corporation Oklahoma City, Oklahoma. Swing manager in Indiana.
1973-1974 Self-employed, Act 96, University Acts, Charleston, Illinois. Have 4-5 customers, maintenance and farm labor.
1973-1974 Eastern Illinois University, employed as referee for intramurals
1974-present Hall Transfer & Storage Co., 2nd St. Charleston, Illinois. Warehouse storage and driver's helper.

Physical Education Activities

Assistant coach, Rantoul Falcons, Little League Football Team.
Wrestling on Parkland Jr. College Varsity for two years.
Intramural Manager of Independent Team (Good Guys), E.I.U.
Independent Representative for Intramural Council, E.I.U.
Publicity Chairman for P.E. Majors Club, E.I.U.
Representative for Council on Camping and Canoeing.
Committee Member for Evaluation of Physical Education facilities at Buzzard Labratory School, E.I.U.
Substitute Representative of the Sports and Recreation Council.
Participant in 12 intramural sports in Intramural Program.

Teaching Objective

To get maximum participation of the student body in Physical Education Activities and to give confidence to participants in order to bring out their skills.

Personal Data

27 years old, married.

References

Forwarded upon request

May 27, 1975

Placement Office
Eastern Illinois University
Charleston, Illinois 61920

Dear Sir:

Mr. Charles Roy Smith, a 1974 graduate of Eastern Illinois University, has applied for a teaching position with our school system. We would appreciate your sending his placement credentials.

We shall return them promptly when disposition has been made of Mr. Smith's application.

Sincerely yours,

(Mrs.) Rosalie Butler
Personnel Officer

RB/ks

CHARLESTON COUNTY PUBLIC SCHOOLS
TEACHER EVALUATION SUMMARY

Teacher's Name: SMITH (Last) Charles (First) R (Middle Initial)

School STILES POINT Grade and/or Subjects Physical EDUCATION

Areas of certification P.E. HEALTH ED DRIVER'S ED.

Degree(s) Held Bachelor's

Unusual Conditions

Experience: Outside Charleston County 0 Within Charleston County 0

Total Years Present School 0

Professional Enrichment

Dates of Visitations (and Length) OCT. 21 - 23 - 28

NOV. 18 - 21 DEC. 10 JAN. 8, 20 Feb. 4, 19

Rating Code:

O - Outstanding
P - Professionally Competent
I - Improvement Needed
U - Unacceptable
N - Not Observed

3/22/76
DATE OF EVALUATION

Charles R. Smith
TEACHER'S SIGNATURE

Tom Hammond
PRINCIPAL'S SIGNATURE

010-0317 Rev. 9/75

lf

YCR 001153

Summary of Appraisal

I. Professional Competencies and Qualities

P *Standard 1:* Demonstrates control of and attitude towards pupils which create an atmosphere in which learning can take place.

O *Standard 2:* Demonstrates wide and growing knowledge in subject area.

P *Standard 3:* Demonstrates knowledge of child growth and development.

O *Standard 4:* Exhibits comprehensive knowledge of sources and materials.

O *Standard 5:* Demonstrates adequate knowledge of instructional equipment and its use.

P *Standard 6:* Exhibits knowledge of research and innovative programs.

P *Standard 7:* Possesses knowledge and understanding of broader fields of learning than those in own area.

P *Standard 8:* Participates in a program of professional self-improvement.

O *Standard 9:* Demonstrates imagination and resourcefulness in teaching.

O *Standard 10:* Practices professional cooperation.

P *Standard 11:* Reads widely in area of responsibility and in broader related fields.

O *Standard 12:* Exhibits pride in profession.

II. Teaching Performance - Union of Knowledge, Values, Methods, Materials, and Experimental Activities

P *Standard 1:* Demonstrates good knowledge of teaching methods.

P *Standard 2:* Demonstrates ability to diagnose student strengths and weaknesses in major cognitive areas.

P *Standard 3:* Demonstrates ability to diagnose deficiencies, inadequacies, and strengths of students in affective domain.

YCR 001154

P *Standard 4:* Demonstrates ability to prescribe educational treatment in form of counseling, remediating learning, action of parents in home, or professional assistance through the school system or from outside.

O *Standard 5:* Identifies those students with accelerated achievement.

P *Standard 6:* Identifies those students who have achieved a relatively higher degree of emotional maturity.

P *Standard 7:* Identifies students at low academic achievement levels.

P *Standard 8:* Identifies students with low or inadequate emotional maturity levels.

O *Standard 9:* Plans carefully and thoroughly for each day's learning experiences.

P *Standard 10:* Uses informal as well as formal evaluation to determine degree of achievement of learning objectives.

O *Standard 11:* Seeks to prepare students to live and function as responsible citizens.

III. Personal Qualities

P *Standard 1:* Demonstrates competency in English usage.

O *Standard 2:* Demonstrates emotional maturity.

O *Standard 3:* Reflects acceptable degree of refinement.

O *Standard 4:* Reflects a strong sense of integrity.

P *Standard 5:* Demonstrates regularity and punctuality in attendance.

O *Standard 6:* Manifests acceptable degree of physical fitness.

O *Standard 7:* Manifests an acceptable degree of enthusiasm.

O *Standard 8:* Possesses a self-reliant personality.

O *Standard 9:* Understands the nature of the groups within the community.

O *Standard 10:* Demonstrates behavior which is conducive to good order and good human relations in the schools.

CHARLESTON COUNTY PUBLIC SCHOOLS
TEACHER EVALUATION SUMMARY

Teacher's Name: SMITH (Last) CHARLES (First) R (Middle Initial)

School STILES POINT Grade and/or Subjects 1-5 Physical Educatio

Areas of certification P.E.

Degree(s) Held B.S.

Unusual Conditions

Experience: Outside Charleston County 0 Within Charleston County 2

Total Years Present School 2

Professional Enrichment GRADUATE COURSES & WORKSHOPS

Dates of Visitations (and Length) 9/14/77 10/13/77 11/10/77 1/18/78 2/21/78 3/7/78

Rating Code:

O - Outstanding
P - Professionally Competent
I - Improvement Needed
U - Unacceptable
N - Not Observed

3/29/78
DATE OF EVALUATION

Charles R. Smith
TEACHER'S SIGNATURE

PRINCIPAL'S SIGNATURE

010-0317 Rev. 9/75

YCR 001156

ROA1707

Summary of Appraisal

I. Professional Competencies and Qualities

O *Standard 1:* Demonstrates control of and attitude towards pupils which create an atmosphere in which learning can take place.

O *Standard 2:* Demonstrates wide and growing knowledge in subject area.

O *Standard 3:* Demonstrates knowledge of child growth and development.

P *Standard 4:* Exhibits comprehensive knowledge of sources and materials.

P *Standard 5:* Demonstrates adequate knowledge of instructional equipment and its use.

P *Standard 6:* Exhibits knowledge of research and innovative programs.

O *Standard 7:* Possesses knowledge and understanding of broader fields of learning than those in own area.

P *Standard 8:* Participates in a program of professional self-improvement.

O *Standard 9:* Demonstrates imagination and resourcefulness in teaching.

O *Standard 10:* Practices professional cooperation.

N *Standard 11:* Reads widely in area of responsibility and in broader related fields.

O *Standard 12:* Exhibits pride in profession.

II. Teaching Performance - Union of Knowledge, Values, Methods, Materials, and Experimental Activities

O *Standard 1:* Demonstrates good knowledge of teaching methods.

P *Standard 2:* Demonstrates ability to diagnose student strengths and weaknesses in major cognitive areas.

P *Standard 3:* Demonstrates ability to diagnose deficiencies, inadequacies, and strengths of students in affective domain.

YCR 001157

ROA1708

O *Standard 4:* Demonstrates ability to prescribe educational treatment in form of counseling, remediating learning, action of parents in home, or professional assistance through the school system or from outside.

P *Standard 5:* Identifies those students with accelerated achievement.

P *Standard 6:* Identifies those students who have achieved a relatively higher degree of emotional maturity.

P *Standard 7:* Identifies students at low academic achievement levels.

P *Standard 8:* Identifies students with low or inadequate emotional maturity levels.

O *Standard 9:* Plans carefully and thoroughly for each day's learning experiences.

O *Standard 10:* Uses informal as well as formal evaluation to determine degree of achievement of learning objectives.

O *Standard 11:* Seeks to prepare students to live and function as responsible citizens.

III. Personal Qualities

P *Standard 1:* Demonstrates competency in English usage.

O *Standard 2:* Demonstrates emotional maturity.

P *Standard 3:* Reflects acceptable degree of refinement.

O *Standard 4:* Reflects a strong sense of integrity.

O *Standard 5:* Demonstrates regularity and punctuality in attendance.

O *Standard 6:* Manifests acceptable degree of physical fitness.

O *Standard 7:* Manifests an acceptable degree of enthusiasm.

O *Standard 8:* Possesses a self-reliant personality.

O *Standard 9:* Understands the nature of the groups within the community.

O *Standard 10:* Demonstrates behavior which is conducive to good order and good human relations in the schools.

THIS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

South Carolina State Board of Education

Educator Certificate

#357200

CHARLES ROY SMITH

[redacted]

JIHS

Certificate Number	Social Security Number	Validity Period
108615	[redacted]	07/01/00 TO 06/30/01

Professional Certificate	Class	Experience
	Masters Plus 30	4

Areas of Certification

24 - Geography

63 - Driver Training

65 - Health & Physical Education

Inez Moore Tenenbaum

INEZ MOORE TENENBAUM
STATE SUPERINTENDENT OF EDUCATION

Date Printed
8/7/00

THIS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

Form 2—(Rev. 10-07-74) Enrollment Blank. (Please Type or Fill Out This Blank in Ink) *Employer Code*.....

SOUTH CAROLINA RETIREMENT SYSTEM

Active Register No.....

Retirement Board:

In order that I may be properly enrolled in the South Carolina Retirement System, I have carefully and truthfully filled out the following form. I understand that the full amount of deductions from my compensation with allowable interest will be returned to me, following application, if I leave the service without a retirement benefit or will be paid to my beneficiary if I die in active service.

(Please Print)

NAME: SMITH (Last) CHARLES (First) R (Middle Initial)

ADDRESS: [redacted]

[redacted]
City State Zip Code

EFFECTIVE DATE OF EMPLOYMENT: Month OCT Day 8 Year 1975

EMPLOYED BY: CHARLESTON COUNTY SCHOOL DIST

TITLE OF POSITION: TEACHER - P.E.

SOCIAL SECURITY NUMBER: [redacted]

MEMBER'S SEX: (Male="M", Female="F") M

MEMBER'S DATE OF BIRTH: Month Day Year [redacted]

BENEFICIARY'S SEX: (Male="M", Female="F") F

BENEFICIARY'S DATE OF BIRTH: Month Day Year [redacted]

PRESENT RATE OF SALARY $_____ Per Year
or $_____ Per Week

Have you ever been a member of the Retirement System? (Check by "X") Yes_____ No_____ If yes, please fill out information indicated:

Employer Name_____

Active Register Number_____ Retirement Number_____ (if applicable)

Withdrawal Number_____ (if applicable)

11. DESIGNATION OF BENEFICIARY

I, the undersigned, do hereby designate CHIAKI SMITH (Full name of beneficiary—one person or estate) whose address is [redacted] (Street or Route) (City or Town) and whose relationship to me is

WIFE

as the beneficiary to whom I request the South Carolina Retirement System to make any refund of my accumulated contributions and/or any other payments due in the event of my death before retirement.

I hereby authorize the Retirement System to make payment to the beneficiary designated above in accordance with the provisions of the Retirement System and agree on behalf of myself and my heirs and assigns, that any payment or payments so made shall be a complete discharge of the claim or claims and shall constitute a release of the System from any further obligation on account of the benefit or benefits. I hereby direct that, should I survive the beneficiary any amount which otherwise would have been payable to the beneficiary under Sections 61-114 and 61-124 of the Retirement Act shall be paid to my estate or to such other beneficiary as I shall hereafter nominate, by written designation filed with the South Carolina Retirement System, in accordance with its rules and regulations. I reserve the right to change the designated beneficiary.

(Signature) Charles R Smith

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

On this 8 day of October, 19 75, personally appeared before me, the said named Charles R. Smith to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledged that he (or she) executed the same, and being duly sworn by me, made oath that the statements in the application are true.

(Signature of Notary Public) Donna B. Fowler
Notary Public.

My commission expires My Commission expires September 11, 1980, 19____

NOTE: Upon completion of this enrollment blank, sign your name in the presence of a Notary Public. Have your employer forward this blank to the South Carolina Retirement System immediately.

YCR 001160

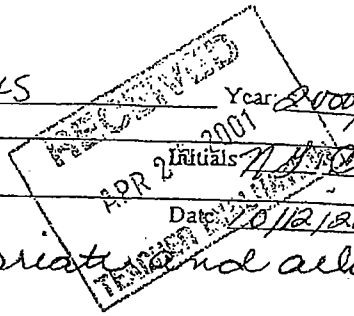
ROA1711

STEP CONSORTIUM
GOALS-BASED MONITORING AND SUMMARY FORM

DUE MAY 10

This form is to be completed each year of the approved goals cycle.

er's Name: Charles Smith School: J I HS Year: 2000/01



Goal Setting Orientation (Required)	Date: 12/12/2000 Initials:
Approval Conference (Required first year)	Building Administrator's Comments: All goals are appropriate and allow for professional growth. Date: 12/12/2000 ********** Teacher's Comments: All my goals for my students are directed to the Fitness For Life portion of the Physical Education class. Initials:
Benchmark Conference (Optional)	Building Administrator's Comments: Date: ********** Teacher's Comments: Initials /
Benchmark Conference (Optional)	Building Administrator's Comments: Date: ********** Teacher's Comments: Initials /
Summary Conference (Required each year)	Building Administrator's Comments: He has successfully completed goal 2 by improving students physical lifestyle. Date: 3/30/01 ********** Teacher's Comments: I have used activities and instruction about rules to help improve motor skill & make changes in students physical lifestyle Initials:

RESULTS:	Goal 1			Goal 2			Goal 3		
	Met	Not Met	Continuing	Met	Not Met	Continuing	Met	Not Met	Continuing
COMPLETION DATE:	3/30/01								

Nancy Gregor 3/30/01
ding Administrator's Signature Date

Charles Smith 3/30/01
Teacher's Signature Date

with the decision of the building administrator. A written statement of my objection with the reasons is attached.

yellow-school pink-teacher

YCR 001161

ROA1712

APT and TAP EVALUATION SUMMARY

Year 1991-1992

Name: Charles Smith

School: James Island High

Social Security Number: [redacted]

Race: W

Contract Level

☐ Provisional

APT Summary

44 Average Score

_____ Standard Met/Exceeded _____

Evaluation Status: _____

☐ Annual ☑ Continuing

TAP Summary

Criterion I Planning

✓ Standard Met/Exceeded _____

Criterion II Instruction

_____ Standard Met/Exceeded ✓

Criterion III Classroom Management

_____ Standard Met/Exceeded ✓

Criterion IV Communication

✓ Standard Met/Exceeded NA

Evaluation Status: M

Comments: _____

YCR 001162

ROA1713

1987-88 TAP EVALUATION SUMMARY

Name: Charlie Smith

School: Grand Island High

Social Security Number: [redacted]

Contract Level: C

ARPP Summary

Criterion I Planning

yes Standard Met/Exceeded NO

Criterion II Instruction

yes Standard Met/Exceeded yes

Criterion III Content

yes Standard Met/Exceeded N/A

Criterion IV Classroom Management

yes Standard Met/Exceeded yes

Criterion V Communication

yes Standard Met/Exceeded N/A

Criterion VI Policy

✓ Abides by Policy

___ Does not Abide by Policy

Overall Standard - Criteria I-VI

yes Standard Met

yes Standard Exceeded

Comments: _____

010-0294

TEACHER INTERVIEW EVALUATION

CHARLESTON COUNTY SCHOOL DISTRICT

Now
Date Available

(Numerical designations refer to this applicant's relationship to all applicants interviewed by the Division of Personnel. This form is not to be shown to applicant.)

Charlie Smith — NAME

PE — MAJOR — MINOR

E. Ill State — COLLEGES

BS — DEGREES HELD

PERSONAL APPEARANCE	Untidy, sloppy 1	Careless dress 2	Good general appearance 3	Very neat, well groomed 4 ✓	Extremely careful of appearance 5
HEALTH	Appears to be in poor health 1	Appears to have minor health problems 2	General good health 3	Very healthy looking 4 ✓	Robust and in apparant excellent condition 5
VOICE SPEECH	Unpleasant, harsh, weak 1	Difficult to under-stand 2	Pleasant and under-standable 3	Well modulated, convincing 4 ✓	Very well modulated, forceful 5
POISE AND MANNER	Unusually nervous 1	Somewhat nervous 2	Sufficiently poised 3	Very relaxed, tactful 4 ✓	Completely at ease, self confident 5
HUMAN RELATIONSHIPS	Displays or arouses antagonism 1	Makes a negative impression 2	Neutral 3	Is friendly 4 ✓	Draws people to him 5
ALERTNESS AND COMPRE-HENSION	Slow in grasping the obvious 1	Slow to understand subtle points 2	Grasps intent of questions 3	Quick to grasp and understand 4 ✓	Exception-ally keen and quick to understand 5
ABILITY TO PRESENT IDEAS	Confused and illogical 1	Tends to digress 2	Gets his ideas across 3	Expresses himself well 4 ✓	Logical, clear and convincing 5
PROFESSIONAL ATTITUDE	Unacceptable Unenthusi-astic 1	Considers personal convenience ahead of service 2	Acceptable 3	Definitely acceptable 4	Indicates devotion to teaching as a life career 5 ✓
KNOWLEDGE OF TEACHING	Unacceptable knowledge superficial 1	Limited 2	Acceptable 3	Definitely acceptable 4 ✓	Has unusual insight concerning educational problems 5
SCHOLARSHIP	Less than C over-all average 1	C average in major; less over-all 2	C average over-all 3	B average over-all 4	A average over-all 5
REFERENCES	Poor 1	Below Average 2	Satisfactory 3	Very Satisfactory 4	Outstanding 5
TOTAL ESTIMATE	Poor 1	Below Average 2	Satisfactory 3	Thoroughly Satisfactory 4 ✓	Outstanding 5

Evaluated by: K Burden

Date: May 21, 1975

YCR 001164

ROA1715

EASTERN ILLINOIS UNIVERSITY
CHARLESTON, ILLINOIS 61920
(217) 581-2411

PLACEMENT CENTER

CONFIDENTIAL INFORMATION
CONCERNING

Name of Candidate Charles R. Smith

Present Address [redacted]

City and State [redacted]

Present Telephone Number

Date April 25, 1975

Major Physical Education Minor Health Ed Drivers Ed

The B.S. in Education degree program at Eastern Illinois University is approved by NCATE and the North Central Association.

CONFIDENTIAL INFORMATION

These papers should not be shown or the material divulged to the candidate. They are for employers only, and when they have served their purpose should be destroyed.

YCR 001165

ROA1716

EASTERN ILLINOIS UNIVERSITY

PERSONAL AND EDUCATIONAL DATA

PERSONAL DATA

Name in Full Smith (Last) Charles (First) Roy (Middle) Social Security Number [redacted]

Permanent Address Eleanor Smith (Parent's Name) [redacted] (Address)

Phone [redacted] Date of Birth [redacted] Sex M Height 5' 8" Weight 145

Marital Status Married Children's Birthdates None Condition of Health Excellent

Physical Disabilities NONE

EDUCATIONAL DATA

(Official graduation should be verified by employer)

Name of Institutions Attended	Location	Dates of Attendance	Diploma or Name of Degree	Date Received or Expected
Rantoul T.W.P. High School	Rantoul, Illinois	1962-65	H.S.	1965
Parkland Jr. College	Champaign, Illinois	1969-71	Assoc.	1971
Eastern Ill. University	Charleston, Ill.	1972-74	B.S.	1974

Teaching Subjects: List in order of preference the subjects and/or elementary grades which you are qualified to teach.

TEACHING FIELDS

	UNDERGRADUATE		GRADUATE
1	H.S. Physical Ed.	1	
2	Health Ed.	2	
3	Junior Ed.	3	
4		4	
5		5	

Cumulative Grade Point Average 2.28 FALL Semester (C = 2.0)

Student Teaching: Semester Summer Location (School - City)

College Honors, Professional Societies, Fraternities, and Activities (Give Positions Held):

Intramural manager (Good Guys) ; Independant Represenitive to Intramural Council; Publicity Chairman P.E. Majors Club; Recreation Represenitive to Council on Camping and Canoeing; Wrestling 2 years

YCR 001166

HIGH SCHOOL AND UNDERGRADUATE RECORD

Name Charles R. Smith

SUBJECTS	High School Yrs.	Under Grad. Sem. Hrs.	SUBJECTS	High School Yrs.	Under Grad. Sem. Hrs.	SUBJECTS	High School Yrs.	Under Grad. Sem. Hrs.	ACTIVITIES	Years of Participation: High School	Years of Participation: College	Can Direct
ENGLISH	4	6	GENERAL SCIENCE	1	3	GRAP. ARTS			BAND			
JOURNALISM			BIOLOGY	1		METALS	½		CHORUS			
SPEECH		6	BOTANY			POWER			ORCHESTRA			
THEATRE ARTS			ZOOLOGY		3	WOODS	½		RADIO			
SPEECH CORR.			PHYSICAL SCIENCE						DEBATE			
READING			CHEMISTRY						DRAMATICS			
FRENCH			PHYSICS			LIBRARY			SCHOOL PUB.			
GERMAN						MUSIC		2	PHOTOGRAPHY			
LATIN						VOCAL			DEPT'L. CLUBS		2	X
SPANISH	1		MATHEMATICS	2	3	INSTR.			GAA			
RUSSIAN						PHYS. EDUCATION	4	37	BASEBALL			
			Recreation		13	HEALTH EDUC.	2	11	BASKETBALL			
WORLD HISTORY	1					DRIVER EDUC.	2	6	CROSS COUNTRY	1		
AMERICAN HISTORY	1		ACCOUNTING			PSYCHOLOGY		5	FOOTBALL	2		X
			DATA PROCESSING			PHILOSOPHY			GOLF			
EUROPEAN HISTORY		6	SHORTHAND			EDUCATION		8	GYMNASTICS			
ANCIENT HISTORY			TYPING	½		METHODS IN:			SWIMMING			
AFRO-AMERICAN HIS.			OTHER BUS. SUBJ.	2		P.E.M.340		3	TENNIS			
SOCIOLOGY		3	Selling Civ1						TRACK	4		
ANTHROPOLOGY			ART	1	6				WRESTLING	3	2	X
ECONOMICS	½		HOME ECON.			STUDENT TEACHING IN		12	ELEM. ATH.			
POLITICAL SCIENCE		3	INDUSTRIAL ARTS	1					DANCE			
		15	CRAFTS						RED CR. SFTY.			
			ELECTRONICS						SCOUTING	4		X
			GRAPHICS						CHURCH ACT.			

This page has been completed by the candidate. The hours listed by subject should be verified from an official transcript.

Military Status 4A Branch Served Navy Dates of Service 1965-69

TEACHING EXPERIENCE

Location	Subject or Grade Taught	Salary	Dates

WORK EXPERIENCE

Type of Work	Name of Organization	Place	Dates
Shoe Salesman	Zook's Shoe Store	Rantoul, Ill	1960-65
Inter	Rantoul Press	Rantoul, Ill	1969-70
Service Station	Donahue's Kerr Mc Gee	Rantoul, Ill	1970-71
Official	Intramural Dept.	Eastern Ill Univ.	1973-74

YCR 001167

CONFIDENTIAL STATEMENT concerning Smith (Candidate's Last Name) Charles (First Name) R. (Middle Name)

How long and under what circumstances have you known this person: _____

Professional qualities	Top 10%	Above Average	Average	Below Average	Unknown
...y to work with others		x			
...itude		x			
Effectiveness in speaking		x			
Effectiveness in written expression		x			
Manner and poise		x			
Candidate's overall potential		x			

Personal Observations:

Charles has all of the ability, knowledge, and enthusiasm necessary to become a good teacher of Driver Education. He related well to students and displayed a lot of common sense while student teaching. I feel Charles will be a good addition to any staff and will do a good conscientious job of teaching Driver Education.

Would you employ (or re-employ) this person? Yes If No, Reason(s) _____

Signature Daniel J. Bolin Name (Type) Daniel J. Bolin

Title Assistant Professor of Health and Safety Professional Address Dept. of Health Education

Date 10/16/73 Eastern Illinois University

CONFIDENTIAL STATEMENT concerning Smith (Candidate's Last Name) Charles (First Name) Roy (Middle Name)

How long and under what circumstances have you known this person: Two years as instructor and supervisor

Professional qualities	Top 10%	Above Average	Average	Below Average	Unknown
Ability to work with others	X				
Attitude	X				
Effectiveness in speaking		X			
Effectiveness in written expression		X			
Manner and poise	X				
Candidate's overall potential	X				

Personal Observations: Mr. Smith possesses great potential to become an outstanding teacher and leader in his field. He possesses many qualities of leadership and his work habits are excellent. I most highly recommend him for any position for which he is qualified.

...d you employ (or re-employ) this person? yes If No, Reason(s) _____

...ignature William J. Riordan Name (Type) William J. Riordan

...itle Professor of Recreation Professional Address Lantz Gymnasium

Date December 13, 1973 Eastern Illinois University, Charleston, Ill.

YCR 001168

EVALUATION OF TEACHING PRACTICUM EXPERIENCE

Eastern Illinois University
Charleston, Illinois

PART ONE—Checklist Evaluation of the Practicum Participant

Notes to the author of evaluation:

Please supply this information in typewritten form. Your statement will be reproduced exactly as submitted.

Mark only one X on the continuum for each of the criteria.

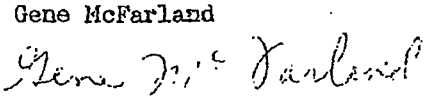
PARTICIPANT Charles R. Smith (Physical Education)

CHECKLIST EVALUATION OF THE PRACTICUM PARTICIPANT

AS A PERSON	APPEARANCE	Unattractive	Acceptable X	Attractive
	RESOURCEFULNESS	Dependent, lacks initiative	Assumes responsibility X	Independent
	COMMUNICATION SKILLS	Ineffective written expression	Acceptable written expression X	Effective
		Makes frequent grammatical errors	Uses acceptable English X	Excellent command of English
	PERSONALITY	Voice is ineffective	Voice is adequate X	Voice is pleasing
		Ineffective in social relationships	Moderately effective	Warm, outgoing X
	PHYSICAL HEALTH AND VITALITY	Lacks vitality	Adequate energy and drive X	Excellent health and vitality
	EMOTIONAL STABILITY	Insecure	Self-controlled in ordinary situations	Ease in all situations X
AS A MEMBER OF THE PROFESSION	COOPERATION	Uncooperative	Usually cooperative	Very cooperative X
	INTEREST IN TEACHING	Just another job	Likes teaching	Wholeheartedly enthusiastic X
	ATTITUDE TOWARD PROFESSIONAL HELP	Resents suggestions	Accepts suggestions	Seeks suggestions X
AS A CLASSROOM TEACHER	DEPENDABILITY	Evasive	Reasonable	Reliable X
	CLASSROOM MANAGEMENT	Disorganized	Satisfactory	Well organized X
	KNOWLEDGE OF SUBJECT	Inadequate	Adequate	Extensive X
	PLANNING	Insufficient	Sufficient	Thorough X
	QUESTIONING	Poorly constructed	Not consistently provoking	Thought provoking X
	ABILITY TO MOTIVATE STUDENTS	Fails to stimulate interest	Usually stimulates interest	Stimulates interest X
	INTEREST IN STUDENTS AS INDIVIDUALS	Little effort	Gets along reasonably well	Sensitive to needs, excellent rapport X
	EVALUATION OF LEARNING	Little relationship	Techniques satisfactory X	Appropriate and varied procedures
	INSTRUCTIONAL MATERIALS	Little initiative	Supplements to some extent	Resourceful in variety of materials
AS A SUCCESSFUL BEGINNING TEACHER	PROBABILITY OF SUCCESS	Probably not be successful	Poor, will encounter difficulty	Fair, will need more supervision	Good, effective performance	Very good, excellent performance X	Excellent

John Alexander

Gene McFarland



YCR 001169

EVALUATION OF TEACHING PRACTICUM EXPERIENCE
Eastern Illinois University
Charleston, Illinois

Part Two - Narrative Statement

Notes Concerning Evaluation

A grade of "CR" means the student has completed satisfactorily a teaching practicum assignment. A grade of "F" means the participant receives no credit for the assignment. A grade of "E" means that additional work in the teaching practicum is required before a final grade is given.

The evaluator may find it worthwhile to check the Criteria for Evaluation as an aid in preparing his remarks. The narrative evaluation should give hiring officials adequate information about the participant. It is recommended that the evaluator point out the participant's strong points and areas where improvement seems necessary or possible.

Participant Charles R. Smith City Decatur, Ill.

School Eisenhower High Date August 2, 1974

Physical Education CR X E ___ F ___ ___ CR ___ E ___ F ___

___ CR ___ E ___ F ___ ___ CR ___ E ___ F ___

Subject or Grade Level Subject or Grade Level

Total Semester Hours Credit 12

NARRATIVE EVALUATION OF THE PRACTICUM PARTICIPANT

As a Person: Charles Smith is an energetic and enthusiastic young man. He has fine outgoing personality that makes him easy to work with. He works hard and has plenty of energy for teaching. He is mature and does not get upset easily.

As a Classroom Teacher: Mr. Smith worked in a sport skills program for secondary boys. He planned and executed a very fine soccer program. The students liked Mr. Smith and he related well with them. Charles pretty well understands youth--their needs and desires and is able to motivate them to set up goals. He had no discipline problems that he couldn't handle. Charles was always looking for ways to motivate students.

As a Member of the Profession: Mr. Smith is interested in young people. He is also interested in being a good teacher. He should make a worthwhile contribution to the teaching profession.

As a Successful Beginning Teacher: We believe that Charles Smith will be a successful teacher. He has the background, desire, and skill. We would not hesitate to recommend him for a teaching position.

Type Name John Alexander Gene McFarland

Signature John Alexander Gene McFarland

Supervising or Cooperating Teacher University Coordinator

FORM #9

YCR 001170

ROA1721

ADD A JOB TO EMPLOYEE ALREADY ON FILE

Social Security [redacted]

3 11

4/20/99 Brenda,
CLERK'S INITIALS CODE

Please pay $1,800 over the rest of his checks for the year. Thanks, Nancy

FIRST NAME: CHARLES INT LAST NAME: SMITH

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIGN	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
08	350	11	19	10	11412		3			0	00	99

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO	START MO.	DAY	YEAR	ACTIVITY FLAG	JOB STATUS*	FTE
				12	01	99	0	0	01.00

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIGN	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
							3					

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO	START MO.	DAY	YEAR	ACTIVITY FLAG	JOB STATUS*	FTE
							0		

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIGN	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
							3					

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO	START MO.	DAY	YEAR	ACTIVITY FLAG	JOB STATUS*	FTE
							0		

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIGN	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
							3					

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO	START MO.	DAY	YEAR	ACTIVITY FLAG	JOB STATUS*	FTE
							0		

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

YCR 001174

010-0093
Rev. 8/7/86

CHARLESTON COUNTY SCHOOL DISTRICT
DIVISION OF PERSONNEL
PERSONNEL ACTION FORM

NAME OF EMPLOYEE Charles Smith

SOCIAL SECURITY NUMBER [redacted]

POSITION JV Softball Coach

SCHOOL/DEPARTMENT **JAMES ISLAND HIGH SCHOOL/0350**

EFFECTIVE DATE February 1, 1999

( ) NEW POSITION ( ) TRANSFER ( ) PROMOTION (✓) REPLACEMENT

( ) FULL TIME ( ) PART-TIME ( ) TEMPORARY ( ) SUBSTITUTE

( ) ASSIGNMENT CHANGE ON CONTRACT OR IN POSITION FROM A

TO

FEB 1999
Received
Personnel Action
Office

EMPLOYEE'S SIGNATURE

REPLACEMENT/SUBSTITUTE FOR Michael Derrick

PLEASE COMPLETE ALL CODING INFORMATION (Please designate FTE for each account.)

35011900-142

Cost Center	Project No.	Fund	Function	Object	FTE
Cost Center	Project No.	Fund	Function	Object	FTE
Cost Center	Project No.	Fund	Function	Object	FTE
Cost Center	Project No.	Fund	Function	Object	FTE

COMMENTS: ~~8 yrs exp.~~ 6 yrs. Exp.

REQUESTED BY:

Nancy Gregory — 2/2/99

Department Head/Principal — Date

APPROVED BY:

Area/Deputy Superintendent — Date

PERSONNEL APPROVAL:

Date

YCR 001172

ROA1723

0-0104 (Rev. 12/87)

102

TERMINATION/TRANSFER

(Make in duplicate; keep copy.)

FROM (Personnel): Ruby TO (Payroll): Sharon DATE: 6/13/94

EMPLOYEE NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (COST CENTER & ACCOUNT NUMBER*): 0350.00.01.1900.142 ONLY

I. Last Day Worked: 6/10/94

A. ( ) Deductions affecting final pay check, give dates **AND** number of working days: _____

B. ( ) Vacation to be paid, give number of days: _____

II. ( ) This employee is being terminated at the above coding and is being **TRANSFERRED** with no break in services. (See transfer information below.)

DATE OF EMPLOYMENT: _____

REASON FOR TERMINATION: _____

*Project-Fund-Function-Object-Designator

Social Security (3–11)

T/C (1–2) | DISTRICT (12–15) | SCHOOL | PROJECT (16–) | FUND | FUNCTION | OBJECT | DESIGN (3) | EMPLOY TYPE (28–29) | POSITION CODE (30–31) | GRADE (32) | STEP | PAY PERIOD (37)

3-11 DUP
08 – SAL
09 – HRLY

FISCAL SALARY (38–44) | JOB DAYS (45–47) | REMAIN DAYS (48) | DAYS IN FIRST PAY (51) | REMAINING PAY PERIODS (53) | PAY PERIODS FROM TO (55) | DAILY RATE (60) | PAY PERIOD RATE (61–66)

HOURLY RATE (38–41) | SCHEDULED HOURS (42) | PAY PERIODS FROM TO (46**) | START MO. (67) | DAY | YEAR (72) | ACTIVITY FLAG (73) | JOB STATUS* (74) | FTE (75–78)

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C (1–2) | DISTRICT (12–15) | SCHOOL | PROJECT (16–) | FUND | FUNCTION | OBJECT | DESIGN (3) | EMPLOY TYPE (28–29) | POSITION CODE (30–31) | GRADE (32) | STEP | PAY PERIOD (37)

3-11 DUP
08 – SAL
09 – HRLY

FISCAL SALARY (38–44) | JOB DAYS (45–47) | REMAIN DAYS (48) | DAYS IN FIRST PAY (51) | REMAINING PAY PERIODS (53) | PAY PERIODS FROM TO (55) | DAILY RATE (60) | PAY PERIOD RATE (61–66)

HOURLY RATE (38–41) | SCHEDULED HOURS (42) | PAY PERIODS FROM TO (46**) | START MO. (67) | DAY | YEAR (72) | ACTIVITY FLAG (73) | JOB STATUS* (74) | FTE (75–78)

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

YCR 001173

292

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Sharon DATE: 6/13/94

NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1140.112

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. (✓) EMPLOYEE TYPE CHANGE: (Give starting/ending date) From Type 5

TO: Type 3 (8/15/94 Thru 6/3/95)
8/15/94

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001174

010-0334
Rev. 8/7/86

CHARLESTON COUNTY SCHOOL DISTRICT
DIVISION OF PERSONNEL

TERMINATION/TRANSFER

RECEIVED
JUN 9 1994
DISTRICT 3 & 9 OFFICE

INSTRUCTIONS:

Whenever a principal or department head learns that one of his/her employees will terminate employment he/she must:

(a) Notify Personnel Clerk by phone IMMEDIATELY.
(b) Complete and sign this form.
(c) Secure the employee's signature or explain on the form why the signature could not be secured.
(d) Forward this form without delay to Personnel.
(e) Complete and forward terminal evaluation form as soon as possible.

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position Assistant Football Coach & Softball Coach

School/Department James Island High School/0350

Last Day Worked June 10, 1994

VOLUNTARY RESIGNATION

(x) To seek other work
( ) To accept other work
( ) To accept work in another SC School District
( ) Dissatisfied with job
( ) Moving
( ) To attend school
( ) Military service
( ) Marriage
( ) Voluntary retirement
( ) Illness (including pregnancy)
( ) No transportation
( ) Failed to appear or call
( ) Personal reasons (Explain)
( ) No reason given
( ) Other (Explain)

DISCHARGE

( ) Refused to obey orders or instructions.
( ) Willful violation of rules
( ) Misconduct
( ) Incompetence
( ) Excessive absence
( ) Excessive tardiness
( ) Willfully making false statement or report
( ) Using alcohol or other drugs on the job

OTHER

( ) Laid off (Lack of work)
( ) Disability
( ) Mandatory retirement
( ) Unsatisfactory work performance (Explain)
( ) Other (Explain)

TRANSFER

( ) Transfer within CCSD
To _____

Received JUN 1994 Personnel Action Office

COMMENTS: Terminate at coding 0350-40-01-1900-1423 ONLY!!

Employee's Signature

Immediate Superior's Signature

Date

ROA1726

6/7/94
Date

YCR 001175

010-0104 (Rev. 12/87)

TERMINATION/TRANSFER

(Make in duplicate; keep copy.)

FROM (Personnel): Ruby TO (Payroll): Shawn DATE: 2/16/95

EMPLOYEE NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (COST CENTER & ACCOUNT NUMBER*): 0350.00.01.1900.142. ONly

I. Last Day Worked: 1/30/95

A. ( ) Deductions affecting final pay check, give dates **AND** number of working days: _____

B. ( ) Vacation to be paid, give number of days: _____

II. ( ) This employee is being terminated at the above coding and is being **TRANSFERRED** with no break in services. (See transfer information below.)

DATE OF EMPLOYMENT: _____

REASON FOR TERMINATION: _____

*Project-Fund-Function-Object-Designator

Social Security (3–11)

T/C (1–2) | DISTRICT (12–15) | SCHOOL (16–) | PROJECT | FUND | FUNCTION | OBJECT | DESIGN (3) | EMPLOY TYPE (28–29) | POSITION CODE (30–31) | GRADE (32) | STEP | PAY PERIOD (37)

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY (38–44) | JOB DAYS (45–47) | REMAIN DAYS (48) | DAYS IN FIRST PAY (51) | REMAINING PAY PERIODS (53) | PAY PERIODS FROM | TO | DAILY RATE (55–60) | PAY PERIOD RATE (61–66)

HOURLY RATE (38–41) | SCHEDULED HOURS (42) | PAY PERIODS FROM | TO (46**) | START MO. (67) | DAY | YEAR (72) | ACTIVITY FLAG (73) | JOB STATUS* (74) | FTE (75–78)

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C (1–2) | DISTRICT (12–15) | SCHOOL (16–) | PROJECT | FUND | FUNCTION | OBJECT | DESIGN (3) | EMPLOY TYPE (28–29) | POSITION CODE (30–31) | GRADE (32) | STEP | PAY PERIOD (37)

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY (38–44) | JOB DAYS (45–47) | REMAIN DAYS (48) | DAYS IN FIRST PAY (51) | REMAINING PAY PERIODS (53) | PAY PERIODS FROM | TO | DAILY RATE (55–60) | PAY PERIOD RATE (61–66)

HOURLY RATE (38–41) | SCHEDULED HOURS (42) | PAY PERIODS FROM | TO (46**) | START MO. (67) | DAY | YEAR (72) | ACTIVITY FLAG (73) | JOB STATUS* (74) | FTE (75–78)

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

YCR 001176

ROA1727

010-0334
Rev. 8/7/86

CHARLESTON COUNTY SCHOOL DISTRICT
DIVISION OF PERSONNEL

TERMINATION/TRANSFER

RECEIVED
FEB 8 1995
DISTRICTS 3 & 9
AREA SUPERINTENDENT

INSTRUCTIONS:

Whenever a principal or department head learns that one of his/her employees will terminate employment he/she must:

(a) Notify Personnel Clerk by phone IMMEDIATELY.
(b) Complete and sign this form.
(c) Secure the employee's signature or explain on the form why the signature could not be secured.
(d) Forward this form without delay to Personnel.
(e) Complete and forward terminal evaluation form as soon as possible.

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position Boys Tennis Coach

School/Department James Island High School/0350

Last Day Worked January 30, 1995

FEB 1995
Received
Personnel Action
Office

VOLUNTARY RESIGNATION

( ) To seek other work
(X) To accept other work
( ) To accept work in another SC School District
( ) Dissatisfied with job
( ) Moving
( ) To attend school
( ) Military service
( ) Marriage
( ) Voluntary retirement
( ) Illness (including pregnancy)
( ) No transportation
( ) Failed to appear or call
( ) Personal reasons (Explain)
( ) No reason given
( ) Other (Explain)

TRANSFER

( ) Transfer within CCSD
To _____

DISCHARGE

( ) Refused to obey orders or instructions.
( ) Willful violation of rules
( ) Misconduct
( ) Incompetence
( ) Excessive absence
( ) Excessive tardiness
( ) Willfully making false statement or report
( ) Using alcohol or other drugs on the job

OTHER

( ) Laid off (Lack of work)
( ) Disability
( ) Mandatory retirement
( ) Unsatisfactory work performance (Explain)
( ) Other (Explain)

COMMENTS:
Terminate at coding 0350-00-01-1900-142-3 ONLY! (SOFTBALL)

Employee's Signature

Immediate Superior's Signature

Date

ROA1728

1/30/95
Date

YCR 001177

Jillie

Charleston County School District

Ronald A. McWhirt, Superintendent

CHARLESTON, SOUTH CAROLINA

Phone 795-5450

JAMES ISLAND HIGH SCHOOL
Floyd E. Hiott, Principal
1000 Fort Johnson Road
Charleston, S. C. 29412

supplement

To: Mr. Edward O'Sheasy
From: Floyd E. Hiott
Ref: Playoff Supplement
Date: November 22, 1983

The following coaches are due one week additional pay for working after the normal football season due to a playoff game with Beaufort on Nov. 11.

Pascal Crosby - [redacted]
Steve Shaddrix - [redacted]
Willie Craven - [redacted]
Charlie Smith - 96.57

OK
FHD

MEMORANDUM

010-0205

TO: Lieut. Randall

FROM: [illegible]

SUBJECT: [illegible]

DATE: 11-28-83

Message:

[redacted]

Signed: [illegible]

MEMORANDUM

010-0205

TO: Alice - Payroll

FROM: Cindy Brummel

SUBJECT: Child Find Payroll Supplements DATE: 3-20-89

Message:

Please pay Charles Smith $130.00 on 4-6-89 on Timecard. Do not withhold Fica Code 55- [redacted] at 0350-01-1900-142

Thanks

Signed

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Sylvia TO: (Payroll): Theo DATE: 11-9-84

NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350-00-01-1900-14c

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8-1-84 (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: $12,563

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

Asst. Football and golf
Additional Supplement for wrestling Coach

YCR 001181

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Ronald A. McWhirt, Superintendent

Phone 795-5450

JAMES ISLAND HIGH SCHOOL
Floyd E. Hiott, Principal
1000 Fort Johnson Road
Charleston, S. C. 29412

To: Rupert E. Drews
From: Floyd E. Hiott
Subject: Charles Smith's Supplement
Date: November 5, 1984

Mr. Drews:

Please amend Charles Smith's contract to include the supplement for Wrestling Coach for the 1984-85 school year.

Sincerely,

Floyd E. Hiott
Principal

FEH/lss

OK FEH
11/7/84

RECEIVED NOV 7 1984

CHARLESTON SOUTH CAROLINA

Charleston County School District

Ronald A. McWhirt, Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

Phone 795-1721 or 795-1726

November 7, 1984

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH
JAMES ISLAND HIGH SCHOOL

Please Amend contract to include the following Supplement in addition to

Assistant Football and Golf

Additional Supplement:

Wrestling Coach (for 1984-1985) $932.00

Rupert Drews
Area Superintendent for School District # 3

DATE Nov. 7, 1984

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Sylvia TO: (Payroll): Theo DATE: 5-8-85

NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350-00-01-1900-140

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

Pay $134.00 on 5-17-85

(Play-Off Pay)

YCR 001184

Charleston County School District

Ronald A. McWhirt, Superintendent

DIVISION OF INSTRUCTIONAL SERVICES
Donald E. Beers, Deputy Superintendent
3 Chisolm Street
Charleston, S. C. 29401

Phone 722-8461

TO: Mrs. Barbara Dilligard

FROM: Earl F. Catoe

DATE: April 22, 1985

SUBJECT: Play-off Pay for Soccer, Basketball and Wrestling Coaches

The coaches listed below have qualified for extra pay under our play-off policy format.

Attached is the information needed to figure the play-off pay for soccer, basketball and wrestling coaches.

SOCCER - The $912.00 soccer coaches supplement is based on a 14 week pre-season practice and regular season schedule. Their play-off pay per week would be $67.00 (nearest dollar).

Qualifying teams/coaches

+1.	St. Andrews	Scott Ferguson	1 week
2.	Wando	Tom Riley	2 weeks
3.	Stall	Troy Bennage	2 weeks
+4.	Middleton	Teddy Miller	2 weeks

WRESTLING - Same as soccer, 14 week season, $67.00 per week.

Qualifying teams/coaches

1.	Wando	Albert Spalviero	2 weeks
2.	Garrett	Mark Gaetke	2 weeks
3.	Stall	Troy Bennage	2 weeks
4.	Bonds Wilson/ No. Charleston	Chuck Jones	2 weeks
+5.	James Island	Charlie Smith	2 weeks
+6.	St. Andrews	Scott Ferguson	2 weeks
+7.	Middleton	Chuck Pinta	2 weeks
8.	Baptist Hill	Rudolph Duggins	2 weeks

BASKETBALL - The head basketball coaches play-off pay would be found by dividing 16 weeks into their supplement (found on page 11 of the 1984-85 Salary Schedules and Allied Information booklet) and multiplying that by the number of play-off weeks.

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Nolly TO: (Payroll): Theo DATE: 10-9-85

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350-60-01-1900-142

(b) _____ c _____ (d) _____

I. (√) SALARY CHANGE: Supplement Increase

Effective Date: 8-19-85 (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: 1,960 M

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

Wrestling 9 yrs 1,470.
Golf 9 yrs 490
1,960

YCR 001186

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Holly TO: (Payroll): Vendora DATE: 4/6/1987

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350·00·01·1900·14

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (√) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(√) Pay $105. for Wrestling supplement pay one time only

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

1-0104 (Rev. 7/86)

TERMINATION/TRANSFER

(Make in duplicate; keep copy.)

DM rsonnel): Kelly TO (Payroll): Theodora DATE: 10/8/1987

PLOYEE NAME (full): Charles Smith

CIAL SECURITY NUMBER: [redacted]

DING (COST CENTER & ACCOUNT NUMBER*): 0350.00.01-1900.142

. Last Day Worked: 6-6-1987

A. ( ) Deductions affecting final pay check, give dates AND number of working days:

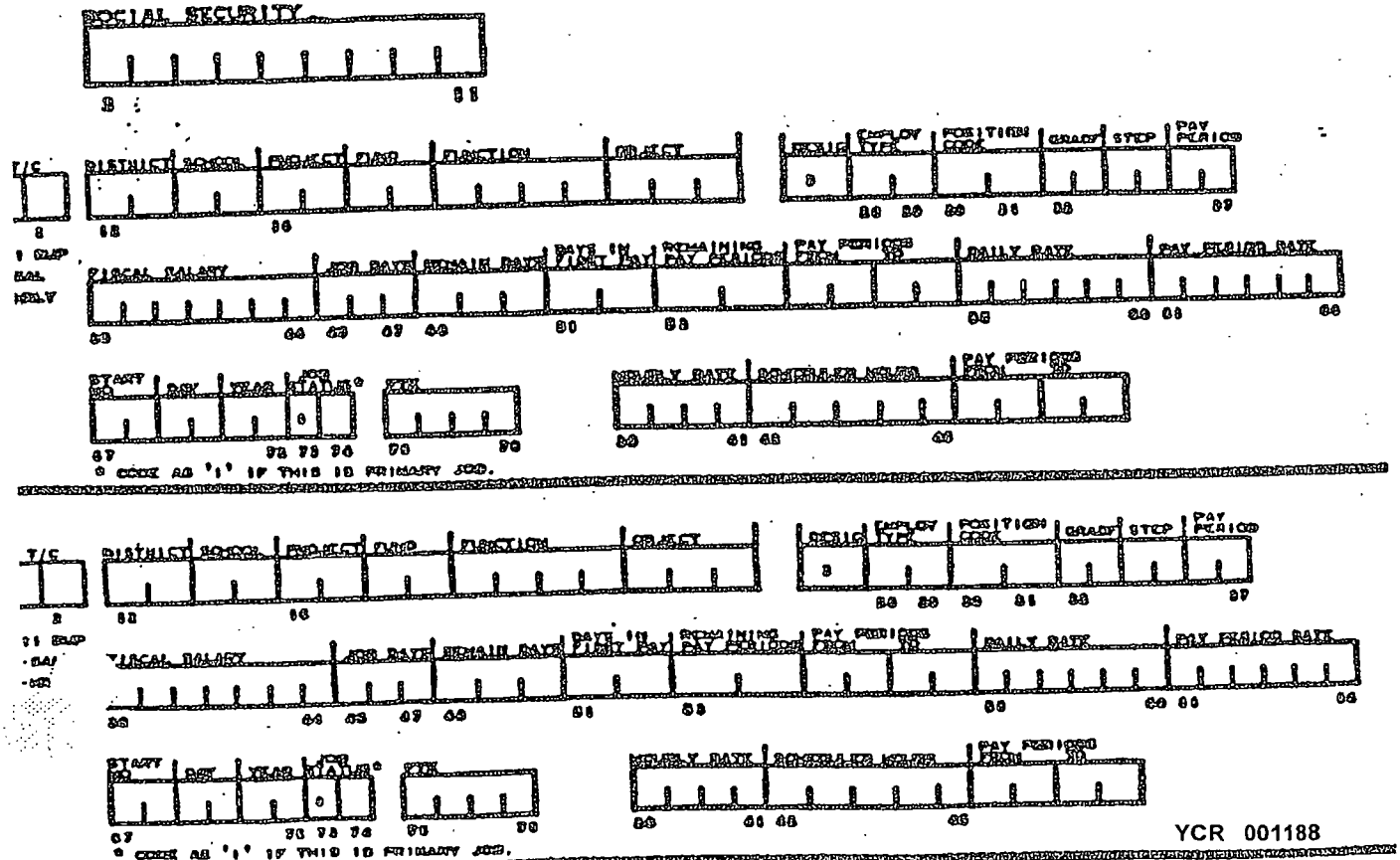
B. ( ) Vacation to be paid, give number of days:

. (✓) This employee is being terminated at the above coding and is being TRANSFERRED with no break in services. (See transfer information below.)

DATE OF EMPLOYMENT: 10/8/1975

REASON FOR TERMINATION: will not be coaching this year

ct-Fund-Function-Object-Designator



T/C
DISTRICT
SCHOOL
PROJECT
FUND
FUNCTION
OBJECT
RESUB
EMPLOY TYPE
POSITION CODE
GRADE
STEP
PAY PERIOD
FISCAL SALARY
ANN RATE
REMAIN RATE
PAYS 'IN FISCAL YEAR'
REMAINING PAY PERIODS
PAY PERIOD CODE
DAILY RATE
PAY PERIOD RATE
START DATE
END DATE
YEAR
JOB NUMBER*
PCT
HOURLY RATE
SCHEDULED HOURS
PAY PERIOD CODE
* CODE AS '1' IF THIS IS PRIMARY JOB.

YCR 001188

Robert E. Burke
Superintendent

Floyd E. Hiott
Principal

CHARLESTON COUNTY
SCHOOL DISTRICT

James Island High School
1000 Fort Johnson Road
Charleston, SC 29412
(803) 762-2754

To: Holly Cromwell, Personnel
From: Floyd E. Hiott
Subject: Charles R. Smith
Date: October 5, 1987

Ms. Cromwell:

Please adjust Charlie Smith's salary to reflect that he is NO longer coaching at James Island High School and is not entitled to a coaching supplement.

Sincerely,

Floyd E. Hiott
Principal

OCT 3 '87
NEL

FEH/lss

ADD A JOB TO EMPLOYEE ALREADY ON FILE

Social Security [redacted]

HMC 12/6/1988 Theodora
CLERK'S INITIALS — CODE

FIRST NAME: Charlie — INT — LAST NAME: Smith

T/C: 08 — DISTRICT: 035 — SCHOOL: 010 — PROJECT: 011 — FUND: 191010 — OBJECT: 1412 — DESIGN: 3 — EMPLOY TYPE: 1 — POSITION CODE: 010 — GRADE: — — STEP: — — PAY PERIOD: 515

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY: 012000.00 — JOB DAYS: 190 — REMAIN DAYS: — — DAYS IN FIRST PAY: — — REMAINING PAY PERIODS: — — PAY PERIODS FROM: — TO: — — DAILY RATE: — — PAY PERIOD RATE: —

vrsity
ftball
yrs Exp.

HOURLY RATE: — — SCHEDULED HOURS: — — PAY PERIODS FROM: — TO: — — START MO.: 08 — DAY: 12 — YEAR: 88 — ACTIVITY FLAG: 0 — JOB STATUS*: 0 — FTE: 1.0

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C: — DISTRICT: — SCHOOL: — PROJECT: — FUND: — FUNCTION: — OBJECT: — DESIGN: 3 — EMPLOY TYPE: — POSITION CODE: — GRADE: — STEP: — PAY PERIOD: —

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY: — — JOB DAYS: — — REMAIN DAYS: — — DAYS IN FIRST PAY: — — REMAINING PAY PERIODS: — — PAY PERIODS FROM: — TO: — — DAILY RATE: — — PAY PERIOD RATE: —

HOURLY RATE: — — SCHEDULED HOURS: — — PAY PERIODS FROM: — TO: — — START MO.: — — DAY: — — YEAR: — — ACTIVITY FLAG: 0 — JOB STATUS*: — — FTE: —

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C: — DISTRICT: — SCHOOL: — PROJECT: — FUND: — FUNCTION: — OBJECT: — DESIGN: 3 — EMPLOY TYPE: — POSITION CODE: — GRADE: — STEP: — PAY PERIOD: —

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY: — — JOB DAYS: — — REMAIN DAYS: — — DAYS IN FIRST PAY: — — REMAINING PAY PERIODS: — — PAY PERIODS FROM: — TO: — — DAILY RATE: — — PAY PERIOD RATE: —

HOURLY RATE: — — SCHEDULED HOURS: — — PAY PERIODS FROM: — TO: — — START MO.: — — DAY: — — YEAR: — — ACTIVITY FLAG: 0 — JOB STATUS*: — — FTE: —

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

T/C: — DISTRICT: — SCHOOL: — PROJECT: — FUND: — FUNCTION: — OBJECT: — DESIGN: 3 — EMPLOY TYPE: — POSITION CODE: — GRADE: — STEP: — PAY PERIOD: —

3-11 DUP
08 — SAL
09 — HRLY

FISCAL SALARY: — — JOB DAYS: — — REMAIN DAYS: — — DAYS IN FIRST PAY: — — REMAINING PAY PERIODS: — — PAY PERIODS FROM: — TO: — — DAILY RATE: — — PAY PERIOD RATE: —

HOURLY RATE: — — SCHEDULED HOURS: — — PAY PERIODS FROM: — TO: — — START MO.: — — DAY: — — YEAR: — — ACTIVITY FLAG: 0 — JOB STATUS*: — — FTE: —

*CODE AS "1" IF THIS IS PRIMARY JOB. **ENTER 1 IN 46 TO PAY SCHEDULED HRS.

Robert E. Burke
Superintendent

Gary L. Awkerman
Area Superintendent

CHARLESTON COUNTY
SCHOOL DISTRICT

James Island Constituent District No. 3
St. John's Constituent District No. 9
1825-B Camp Road
Charleston, S.C. 29412
(803) 762-2780

AMENDMENT TO CONTRACT OF:

Charles Smith
James Island High School

Please amend contract to include the following coaching supplement:

Girl's Softball Coach (For 1988-1989 school year.)

(SS# [redacted])

Area Superintendent for Districts # 3 & # 9

Date: 12/2/88

DEC 5 1988

Robert E. Burke
Superintendent

Floyd E. Hiott
Principal

CHARLESTON COUNTY
SCHOOL DISTRICT

James Island High School
1000 Fort Johnson Road
Charleston, SC 29412
(803) 762-2754

To: Gary Awkerman, Area Superintendent
From: Floyd E. Hiott, Principal
RE: Changes in teachers' contracts
Date: November 29, 1988

Dr. Awkerman:

Please delete Girl's Softball Coach from Sharon Williams' contract (soc.sec.# [redacted] and add the Girl's Softball Coaching supplement to Charlie Smith's contract (soc.sec.# [redacted]) for the 1988-89 school year. This will be at James Island High School.

Thank you,

Floyd E. Hiott, Principal

Robert E. Burke
Superintendent

Gary L. Awkerman
Area Superintendent

CHARLESTON COUNTY
SCHOOL DISTRICT

James Island Constituent District No. 3
St. John's Constituent District No. 9
1825-B Camp Road
Charleston, S.C. 29412
(803) 762-2780

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH (SS# [redacted])
JAMES ISLAND HIGH SCHOOL

Please amend contract to include the following coaching supplement:

Softball Coach - James Island High School

Gary Awkerman

Area Superintendent for Districts # 3 & # 9

Date: November 1, 1990

NOV 1990
Received
Personnel Action
Office

Robert L. Burke
Superintendent

Floyd E. Hiott
Principal

CHARLESTON COUNTY
SCHOOL DISTRICT

Member of The Southern Association of Colleges and Schools

James Island High School
1000 Fort Johnson Road
Charleston, SC 29412
(803) 762-2754

To: Dr. Gary Awkerman
From: Floyd E. Hiott
Subject: Teacher supplements
Date: October 31, 1990

Please add the supplement of softball coach to the contract of Charlie Smith, soc.sec.# [redacted] for the 1990-91 school year.

Sincerely,

Floyd E. Hiott
Principal

RECEIVED
NOV 01
DISTRICT 3 & 9
OFFICE

010-0093

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position P. E. Teacher

School or Department Stiles Point Elementary

Effective Date 12-1-75

Action Requested:

New Employee _____ Transfer _____

Promotion _____ Temporary Employee _____

Replacement for _____ Other X

If employee is Federal, specify source of funds _____

Comments:

Change of Address: [redacted]

Date: Requested by:

_____ _____

Personnel Officer

ROA1746

YCR 001195

Charleston County Public Schools

Alton C. Crews, Superintendent

DISTRICTS THREE & NINE
P. O. Box 12107
Charleston, South Carolina 29412

Rupert E. Drews, Area Supt.
Phone 795-1721 or 795-1726

August 2, 1977

AMENDMENT TO CONTRACT OF:

Charles R. Smith
(Stiles Point Elementary School)

COACHING AT JAMES ISLAND HIGH SCHOOL FOR 1977-1978 School Year

(Beginning August 1, 1977)

SUPPLEMENT:

Golf	$225
Assistant Football	950
Total	$1175

Rupert E. Drews
Area Assistant Superintendent for the
Board of Trustees of Constituent School
District No. 3

010-0094

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

REQUEST FOR LEAVE OF ABSENCE

Whenever an employee wishes to request a leave of absence for any reason he should take the following steps:

(a) Complete and sign this form.

(b) Give form to principal for his signature.

(c) Form should then be forwarded to Constituent Superintendent for his approval.

(d) The form, with all necessary signatures of approval should be forwarded to Personnel without delay.

Stiles Point

Name of Employee CHARLES R SMITH

Social Security Number [redacted]

Position and Assignment PHYSICAL EDUCATION TEACHER

Beginning Date of Leave OCTOBER 19 9:00 AM

Date Returning to Work OCTOBER 20 8:00 AM

Reason for Leave: (Maternity, illness, et cetera)

Professional Leave:

I have been asked by the South Carolina Special Olympics to attend a workshop at the Coastal Center in Summerville for the Special Olympics Program

Charles R Smith — Oct 13, 1978
Employee's Signature — Date

Ron Hanna — 10-13-78
Principal's Signature — Date

[illegible] — 10/13/78
Constituent Superintendent — Date

YCR 001197

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Lawrence G. Derthick, Jr., Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
P.O. Box 12107/1825-B Camp Road
Charleston, S. C. 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
P.O. Box 12107/1825-B Camp Road
Charleston, S. C. 29412

Phone 795-1721 or 795-1726

July 6, 1982

Mr. Charles R. Smith
[redacted]

Dear Charlie,

On behalf of the James Island School District, I would like to thank you for acting as principal at Stiles Point Elementary School during the illness of Ron Hanna.

I appreciated the professionalism you exhibited, and this is a personal thanks for a "job well done."

Sincerely,

Rupert E. Drews

Rupert E. Drews
Area Assistant Superintendent

RED:dbf

cc: Mr. Ron Hanna
Dr. Ronald McWhirt
Personnel

Robert E. Burke
Superintendent

Gary L. Awkerman
Area Superintendent

CHARLESTON COUNTY
SCHOOL DISTRICT

James Island Constituent District No. 3
St. John's Constituent District No. 9
1825-B Camp Road
Charleston, S.C. 29412
(803) 762-2780

AMENDMENT TO CONTRACT OF:

CHARLES SMITH
JAMES ISLAND HIGH SCHOOL

Please amend contract to include:

Supplement for: Assistant Football Coach

(For: 1989-1990 school year.)

Gary Awkerman

Area Superintendent for District # 3

Date: August 11, 1989

77-78 0
79-80 1
80-81 2
81-82 3
82-83 4
83-84 5
84-85 6

Robert E. Burke
Superintendent

Floyd E. Hiott
Principal

CHARLESTON COUNTY
SCHOOL DISTRICT

Member of The Southern Association of Colleges and Schools

James Island High School
1000 Fort Johnson Road
Charleston, SC 29412
(803) 762-2754

To: Dr. Gary Awkerman
From: Floyd E. Hiott
Subject: Supplement to employee's contract
Date: August 4, 1989

Please amend the teaching contract of Charlie Smith, soc.sec.# [redacted], to include Assistant Football Coach for the 1989-90 school year.

Sincerely,

Floyd S. Hiott

Floyd E. Hiott

RECEIVED [illegible] 8 1989

010-0102 (Rev. 7/84)

CHANGE FORM Addition 8-21-89

(Make in duplicate, keep copy)

FROM (Personnel): Kelly TO: (Payroll): Kendra DATE: ~~8-17-89~~

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0330-00-01-1420-142

(b) 0350-00-01-1140-112c (d)

I. (✓) SALARY CHANGE:

Effective Date: 8-1-1989 (a) ~~3,650~~

(b) 28,417 (c) (d)

New f/y Salary: 32,067

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO:

III. ( ) ADJUSTMENTS:

( ) Deduct

( ) Refund

( ) Pay

IV. ( ) LEAVE OF ABSENCE:

A. From:

B. Has returned effective:
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date:

1,550 1 year Coaching
2,100 0 year asst. football
3,650 Total

YCR 001201

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE 100.40

SOCIAL SECURITY [redacted]
3 11

ap- 10-27-83
CLERK'S INITIALS CODE

LAST NAME: Smith INIT. FIRST NAME: Charles

EMPLOY POSITION

T/C	SOC. SEC.	DIST.	SCH.	FUND	FUNCTION	OBJECT	DESIG.	TYPE	CODE
08	3-11	03	05	00	0111	1120	113		
1 2		12					27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
9 10 8 04	16925.20	202	
32 37	38 44	45 47	48 50

DAYS IN 1ST PAY	REMAINING PAY PERS.	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54	55	60		61 66

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
08	01	83	0	1
67 08	01	83 72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS	ENTER 1 TO PAY SCHEDULED HOURS	PAY PERIOD FROM	PAY PERIOD TO
9 10 8 04					
32 37	38 41	42	46		

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
			0	
67		72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PRIMARY JOB

Trans from Acting Principal

YCR 001202

Charles Smith - Acting Principal - 0305

1978-79 3yrs exp - 16,076 x 6% = 17,040.56

1979-80 - 4yrs exp - 17,040.56 x 7% = 18,233.39

1980-81 - 5yrs exp - 14,051 x 1.49 = 20,935.99
18,233.39 x 14% max = 20,786.06 > 20,786.0

1981-82 - 6yrs exp - 15,351 x 1.49 = 22,872.99
2,000 max = 22,786.06 > 22,786.06

83 7yrs exp - 16,004 x 1.49 = 23,845.96
4% max - 22,786.06 x .04 = 23,697.50 > 23,697.5

82-

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Ronald McWhirt, Lawrence C. Derrick Jr., Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

Phone 795-1721 or 795-1726

March 9, 1983

MEMORANDUM

TO: Mr. Edward O'Sheasy, Personnel

FROM: Rupert E. Drews, Area Assistant Superintendent

SUBJECT: Charles R. Smith - Stiles Point Elementary School

Charles R. Smith, P.E. Teacher at Stiles Point Elementary School (SS# [redacted]), has been Acting Principal in the absence of the Principal since February 7, 1983. Please establish his Salary at Principal's level until such time as he returns to his regular teaching duties.

RED:dbf

cc: Mr. Charles R. Smith, Acting Prin.
Stiles Point Elementary School

Carolyn OK

010-0104 (REV.8/76

TERMINATION OF EMPLOYMENT FORM

(Make in duplicate ,keep copy)

FROM (Personnel) Cynthia TO (Payroll): Mary Date 3-15-83

NAME (Full): Charles Smith

SOCIAL SECURITY NUMBER : [redacted]

CODING (Cost center) : 0305-01-1120-112

1. Last Day Worked 2-4-83

A. ( ) Deductions effecting final pay check, givedates AND number of working days:

B. ( ) State weather at FULL or SUBSTITUTE pay:

C. ( ) Vacation to be paid ,give number of days:

11. ( ) This employee is being terminated at the above coding and is being TRANSFERRED, with no break in services.

Please note on the " ADD a JOB "for, "TRANSFERRED FROM."

Term this code only.

YCR 001205

Charleston County School District

Lawrence C. Derthick, Jr., Superintendent

St. John's Constituent District No. 9

CHARLESTON, SOUTH CAROLINA

Phone 795-1721

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
P. O. Box 12107
Charleston, S. C. 29412

August 3, 1978

AMENDMENT TO CONTRACT OF:

Charles R. Smith
Stiles Point Elementary School

Please amend Mr. Smith's contract to the following:

Teacher/Coach (P E.)
Beginning September 5, 1978

COACHING AT JAMES ISLAND HIGH:

SUPPLEMENTS:

Golf	$ 225.00
Wrestling	600.00
Total Supplement	$ 825.00

Rupert E. Drews

Area Assistant Superintendent for the
Board of Trustees of Constituent School
District No. 3

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Lawrence G. Derthick, Jr., Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
P/O. Box 1207 1825-B Camp Road
Charleston, S. C. 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
P/O. Box 1207 1825-B Camp Rd
Charleston, S. C. 29412

Phone 795-1721 or 795-1726

April 22, 1982

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH
STILES POINT ELEMENTARY SCHOOL

SUPPLEMENTS: (for 1982-1983)

Assistant Football	$ 1177.00
Wrestling	856.00
Golf	321.00
Total Supplements	$ 2354.00

(Begins August 2, 1982)

Area Assistant Superintendent for the Board of Trustees of Constituent School District No.3

CHARLESTON COUNTY SCHOOL DISTRICT

010-0334
2/78

DIVISION OF PERSONNEL

TERMINATION OF EMPLOYMENT

INSTRUCTIONS:

Whenever a principal or department head learns that one of his employees will terminate employment he must:

(a) Notify Personnel by phone immediately.
(b) Complete and sign this form.
(c) Secure the employee's signature or explain on the form why the signature could not be secured.
(d) Forward this form without delay to Personnel.
(e) Complete and forward terminal evaluation form as soon as possible.

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position and Assignment Teacher- Stiles Point Elementary School

Date of Termination Last day as teacher - February 4, 1983

VOLUNTARY RESIGNATION	DISCHARGE
( ) To seek other work	( ) Refused to obey orders or instructions.
( ) To accept other work	( ) Willful violation of rules
( ) Dissatisfied with job	( ) Misconduct
( ) Moving	( ) Incompetence
( ) To attend school	( ) Excessive absence
( ) Military service	( ) Excessive tardiness
( ) Marriage	( ) Willfully making false statement or report
( ) Voluntary retirement	( ) Using alcohol or other drugs on the job
( ) Illness (including pregnancy)	
( ) No transportation	
( ) Failed to appear or call	
( ) Personal reasons (Explain)	
( ) No reason given	
(xxx) Other (Explain)	

OTHER
( ) Laid off (Lack of work)
( ) Disability
( ) Mandatory retirement
( ) Unsatisfactory work performance (Explain)
( ) Other (Explain)

COMMENTS:
Being assigned as Acting Principal at Stiles Point - in absence of Principal, who is ill.

Employee's Signature [signature]

Date March 15, 1983

Immediate Superior's Signature

Date

Date Received in Personnel

YCR 604208

ROA1759

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

NAME OF EMPLOYEE Charles R. Smith

SOCIAL SECURITY NUMBER [redacted]

POSITION Acting Principal

SCHOOL/~~DEPARTMENT~~ Stiles Point Elementary

EFFECTIVE DATE February 7, 1983

( ) NEW POSITION (xx) TRANSFER ( ) PROMOTION (xx) REPLACEMENT

(xx) FULL TIME ( ) PART TIME (xx) TEMPORARY ( ) SUBSTITUTE

~~REPLACEMENT~~/SUBSTITUTE FOR Ronald Hanna who is on Sick Leave

PLEASE COMPLETE ALL CODING INFORMATION (If multiple funds are used, please designate percentages.)

Cost Center	Fund	Function	Object
Cost Center	Fund	Function	Object

COMMENTS: Mr. Smith is assigned as Acting Principal during absence of Mr. Hanna and will continue in this position until return of Principal.

REQUESTED BY:

Department Head/Principal — Date

APPROVED BY:

Assoc./Area Asst./Deputy Superintendent — March 15, 1983 Date

PERSONNEL APPROVAL:

Date

010-0093
Rev. 7/77

YCR 001209

010-0104 (REV.8/76

TERMINATION OF EMPLOYMENT FORM

(Make in duplicate ,keep copy)

FROM (Personnel) Carolyn TO (Payroll): Mary Date 6-30-83

NAME (Full): Charles Smith

SOCIAL SECURITY NUMBER : [redacted]

CODING (Cost center): 0305- 01- 2331- 111

1. Last Day Worked 6-30-83

A. ( ) Deductions effecting final pay check, givedates AND number of working days;

B.( ) State weather at FULL or SUBSTITUTE pay;

C.( ) Vacation to be paid ,give number of days;

11. ( ) This employee is being terminated at the above coding and is being TRANSFERRED,with no break in services.

Please note on the " ADD a JOB "for, "TRANSFERRED FROM."

Transfer back to reg teachers position

010 0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Carolyn TO (Payroll): Mary DATE: 6-27-83

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0305 ~~0305~~ 0-01-1120-112

(b)_____ (c)_____ (d)_____

I. ( ) SALARY CHANGE:

Effective Date:_____ (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary:_____

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. (✓) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. (✓) to 10 months - ( ) with Option**

Give starting/ending dates: 8-1-83 - to 6-2-84

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates:_____

** (available only at the beginning of the school-year)

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE

100.40

SOCIAL SECURITY [redacted]
3 11

CLERK'S INITIALS: OR - 3-17-83

CODE:

LAST NAME: Smith

INIT.

FIRST NAME: Charles

T/C	SOC. SEC.	DIST.	SCH.	FUND	FUNCTION	OBJECT	DESIG.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	03	05	ØØ	011	2331	3		
1 2		12					27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA: 970755 (32–37)
FISCAL SALARY: 23698.00 (38–44)
NUMBER OF JOB DAYS: 260 (45–47)
NUMBER OF REMAINING DAYS: (48–50)
DAYS IN 1ST PAY: (51–52)
REMAINING PAY PERS: (53–54)
PAY PERIODS FROM TO: (55–60)
(OPTIONAL) DAILY RATE: (61–66)
(OPTIONAL) PAY PERIOD RATE:
START DATE MONTH DAY YEAR: 02 07 83 (67–72)
R/D/T: Ø (73)
PRIMARY JOB: 1 (74)
CODE AS '1' ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA: 970755 (32–37)
HOURLY RATE: (38–41)
SCHED. HOURS: ENTER 1 TO PAY SCHEDULED HOURS (42–46)
PAY PERIOD FROM TO:
START DATE MONTH DAY YEAR: (67–72)
R/D/T: Ø (73)
PRIMARY JOB: (74)
CODE AS '1' ONLY IF THIS IS TO BE PRIMARY JOB

YCR 001212

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

NAME OF EMPLOYEE Charles R. Smith

SOCIAL SECURITY NUMBER [redacted]

POSITION Teacher-P.E) and Coach

SCHOOL/DEPARTMENT Teacher at Stiles Point Elementary-Coach at James Island High (0350)

EFFECTIVE DATE August 1, 1983

( ) NEW POSITION ( ) TRANSFER ( ) PROMOTION ( ) REPLACEMENT

( ) FULL TIME ( ) PART TIME ( ) TEMPORARY ( ) SUBSTITUTE

REPLACEMENT/SUBSTITUTE FOR _____

PLEASE COMPLETE ALL CODING INFORMATION (If multiple funds are used, please designate percentages.)

Cost Center	Fund	Function	Object
Cost Center	Fund	Function	Object

COMMENTS: Mr. Smith has been serving as Acting Principal at Stiles Point Elementary School during absence and illness of Principal. Returning to regular assignments.

REQUESTED BY:

_____ _____

Department Head/Principal Date

APPROVED BY:

_____ June 27, 1983

Assoc./Area Asst./Deputy Superintendent Date

PERSONNEL APPROVAL:

_____ _____

Date

010-0093
Rev. 7/77

YCR 001213

CHARLESTON COUNTY SCHOOL DISTRICT

010-0334
?/78

DIVISION OF PERSONNEL

TERMINATION OF EMPLOYMENT

INSTRUCTIONS:

Whenever a principal or department head learns that one of his employees will terminate employment he must:

(a) Notify Personnel by phone immediately.
(b) Complete and sign this form.
(c) Secure the employee's signature or explain on the form why the signature could not be secured.
(d) Forward this form without delay to Personnel.
(e) Complete and forward terminal evaluation form as soon as possible.

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position and Assignment Acting Principal-Stiles POint Elementary School

Date of Termination June 30, 1983

VOLUNTARY RESIGNATION	DISCHARGE
( ) To seek other work	( ) Refused to obey orders or instructions.
( ) To accept other work	( ) Willful violation of rules
( ) Dissatisfied with job	( ) Misconduct
( ) Moving	( ) Incompetence
( ) To attend school	( ) Excessive absence
( ) Military service	( ) Excessive tardiness
( ) Marriage	( ) Willfully making false statement or report
( ) Voluntary retirement	( ) Using alcohol or other drugs on the job
( ) Illness (including pregnancy)	
( ) No transportation	
( ) Failed to appear or call	
( ) Personal reasons (Explain)	
( ) No reason given	
(x) Other (Explain)	

OTHER
( ) Laid off (Lack of work)
( ) Disability
( ) Mandatory retirement
( ) Unsatisfactory work performance (Explain)
( ) Other (Explain)

COMMENTS:
Mr. Smith has been Acting Principal at Stiles Point Elementary and will be returning to his regular Teaching and Coaching Position on August 1, 1983

Employee's Signature

Date

June 27, 1983

Immediate Superior's Signature

Date

Date Received in Personnel

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE 100.40

SOCIAL SECURITY [redacted]
3 11

CP 9-28-83
CLERK'S INITIALS CODE

LAST NAME Smith INIT. R FIRST NAME Charles

T/C	SOC. SEC.	DIST.	SCH.	FUND	FUNCTION	OBJECT	DESIG.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	03	50	00	0111	1402	3		
1 2		12					27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
970804	16925.00	185	
32 37	38 44	45 47	48 50

DAYS IN 1ST PAY	REMAINING PAY PERS	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54	55	60	61	66

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
09	07	83	0	1
67	72		73	74

CODE AS "1" ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS	ENTER 1 TO PAY SCHEDULED HOURS	PAY PERIOD FROM	PAY PERIOD TO
32 37	38 41	42	46		

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
			0	
67	72		73	74

CODE AS "1" ONLY IF THIS IS TO BE PRIMARY JOB

Also football coach at 200 days - Salary remains the same -

YCR 001215

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

NAME OF EMPLOYEE Charles R. Smith

SOCIAL SECURITY NUMBER [redacted]

POSITION Teacher-PE.

SCHOOL/DEPARTMENT James Island High

EFFECTIVE DATE September 27, 1983

( ) NEW POSITION (xx) TRANSFER ( ) PROMOTION ( ) REPLACEMENT

(xx) FULL TIME ( ) PART TIME ( ) TEMPORARY ( ) SUBSTITUTE

REPLACEMENT/SUBSTITUTE FOR Vacancy

PLEASE COMPLETE ALL CODING INFORMATION (If multiple funds are used, please designate percentages.)

Cost Center	Fund	Function	Object
Cost Center	Fund	Function	Object

COMMENTS: Transferring from Stiles Point Elementary School. (Coaching duties remain the same.)

REQUESTED BY:

Department Head/Principal — Date

APPROVED BY:

Assoc./Area Asst./Deputy Superintendent — September 26, 1983 Date

PERSONNEL APPROVAL:

Date

010-0093
Rev. 7/77

YCR 001216

ROA1767

010-0104 (REV.8/76

TERMINATION OF EMPLOYMENT FORM

(Make in duplicate ,keep copy)

FROM (Personnel) Cambridge TO (Payroll): Ideo Date 9-28-83

NAME (Full): Charles Smith

SOCIAL SECURITY NUMBER : [redacted]

CODING (Cost center) : ~~0350~~ 0309 -01-120-112

1. Last Day Worked 9-26-83

A. ( ) Deductions effecting final pay check, givedates AND number of working days;

B. ( ) State weather at FULL or SUBSTITUTE pay;

C. ( ) Vacation to be paid ,give number of days;

11. ( ) This employee is being terminated at the above coding and is being TRANSFERRED, with no break in services.

Please note on the " ADD a JOB "for, "TRANSFERRED FROM."

Transfer to 0350

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Ronald MCWhirt, ~~Lawrence C. Dorthick, Jr.~~, Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

Phone 795-1721 or 795-1726

September 26, 1983

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH
PE TEACHER
STILES POINT ELEMENTARY SCHOOL

Please Amend to:

CHARLES R. SMITH
PE TEACHER
JAMES ISLAND HIGH SCHOOL

Effective September 27, 1983

(Coaching duties remain as indicated earlier in year.)

For: 1983-1984 school year.

Area Superintendent for the Board of Trustees of
Constituent School District N.3.

CHARLESTON COUNTY SCHOOL DISTRICT

010-0334
/78

DIVISION OF PERSONNEL

TERMINATION OF EMPLOYMENT

INSTRUCTIONS:

Whenever a principal or department head learns that one of his employees will terminate employment he must:

(a) Notify Personnel by phone immediately.
(b) Complete and sign this form.
(c) Secure the employee's signature or explain on the form why the signature could not be secured.
(d) Forward this form without delay to Personnel.
(e) Complete and forward terminal evaluation form as soon as possible.

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position and Assignment Teacher- Stiles Point Elementary School

Date of Termination September 26, 1983

VOLUNTARY RESIGNATION	DISCHARGE
( ) To seek other work	( ) Refused to obey orders or instructions.
( ) To accept other work	( ) Willful violation of rules
( ) Dissatisfied with job	( ) Misconduct
( ) Moving	( ) Incompetence
( ) To attend school	( ) Excessive absence
( ) Military service	( ) Excessive tardiness
( ) Marriage	( ) Willfully making false statement or report
( ) Voluntary retirement	( ) Using alcohol or other drugs on the job
( ) Illness (including pregnancy)	
( ) No transportation	
( ) Failed to appear or call	
( ) Personal reasons (Explain)	
( ) No reason given	
xxxx) Other (Explain)	

OTHER
( ) Laid off (Lack of work)
( ) Disability
( ) Mandatory retirement
( ) Unsatisfactory work performance (Explain)
( ) Other (Explain)

COMMENTS:
To ~~Transfer~~ to James Island High School on September 27, 1983 for the 1983-1984 school year.

Employee's Signature

Date

Immediate Superior's Signature

September 26, 1983
Date

Date Received in Personnel

FOR 001219

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1982-1983 all the duties imposed on a Teacher - P.E. by the laws of South
(Title: Teacher, Librarian, etc.)
Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 26, 1982.
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school(s) beginning Aug. 25, 1982. Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Assistant Superintendent has authority to assign teachers to schools in the constituent school district, and further, that the Area Assistant Superintendent has authority to reassign teachers within the constituent school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Area Assistant Superintendent, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.
(date)

2/ Employment is for 185 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

010-0084

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3 (Name of Constituent School District), hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses or will possess prior to active service with the District a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1975-1976 all the duties imposed on a Teacher - P.E. (Title: Principal, Teacher, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official " Policies and Procedures " of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before October 8, 1975 (date).

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY (FULL TIME) school (s) beginning October 8, 1975 (date) between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 180 teaching days and 5 days of in-service education for a total of 185 days. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

YCR 001221

010-0084

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3 (Name of Constituent School District), hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses or will possess prior to active service with the District a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1976-1977 all the duties imposed on a Teacher - P.E. (Title: Principal, Teacher, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official " Policies and Procedures " of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1976 (date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school (s) beginning August 23, 1976 (date) between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 180 teaching days and 5 days of in-service education for a total of 185 days. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

YCR 001222

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Ronald McWhirt, Lawrence C. Derrick, Jr., Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
1825-B Camp Road
Charleston, South Carolina 29412

Phone 795-1721 or 795-1726

November 16, 1983

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH
JAMES ISLAND HIGH SCHOOL

Please amend contract to include the following Coaching Supplement:

WRESTLING: $882.00

(This is in addition to other Coaching duties - for 1983-1984 School year.)

Rupert B. Drews

Area Superintendent for the Board of Trustees
of Constituent School District No.3.

Charleston County School District

Ronald A. McWhirt, Superintendent

CHARLESTON, SOUTH CAROLINA

Phone 795-5450

JAMES ISLAND HIGH SCHOOL
Floyd E. Hiott, Principal
1000 Fort Johnson Road
Charleston, S. C. 29412

To: Rupert Drews
From: Floyd E. Hiott
Ref: Coaching supplement
Date: November 16, 1983

Dear Sir,

One of my employees, Coach Charles Smith, is due to receive a supplement for wrestling coach this school year 1983-84. Please amend his present contract as this is not already being done.

Sincerely,

Floyd E. Hiott
Principal

FEH/lss

RECEIVED NOV 16 1983

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Lawrence C. Derthick, Jr., Superintendent

STILES POINT ELEMENTARY SCHOOL
Ron Hanna, Principal
883 Mikell Drive
Charleston, S. C. 29412

Phone 795-5010

June 2, 1983

Dear Mr. Drews:

I am writing this letter as a request to have Charlie Smith remain working in the office through the end of June, 1983, due to the fact that I am not able to do any lifting or moving books, etc. as a result of my recent surgery.

I greatly appreciate your consideration in this matter.

Sincerely,

Ron Hanna

RH:js

Ron Hanna, Principal

Approved
PEW
6/2/83

6-2-83

RECEIVED
JUN 2 1983
DEPUTY SUPERINTENDENT

YCR 001225

Charleston County Public Schools

Alton C. Crews, Superintendent

DIVISION OF PERSONNEL SERVICES
P. O. Box 2218
Charleston, South Carolina 29403

Edward A. O'Sheasy, Asst. Supt.
Phone 723-2576

10/8/75
Date

MEMORANDUM

TO: Newly Contracted Teachers

FROM: Edward A. O'Sheasy
Assistant Superintendent, Personnel

SUBJECT: Certification Requirements and Re-employment

Teachers who fail to receive Professional Certificates by the end of the 1975-76 school year cannot, under Charleston County School District policies, be issued contracts for the next school year.

The only exceptions to the above are teachers who have earned during the 1975-76 school year six credits acceptable by the State Department toward the removal of their deficiencies. A statement from the Division of Teacher Certification, State Department of Education, approving the credits must be furnished by the teacher.

EAO/tj

Charles R Smith
(Teacher's Signature)

Oct 8, 1975
Date

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1977-78 all the duties imposed on a Teacher - P.E.
(Title: Principal, Teacher, etc.)
by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1977
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school(s) beginning AUG 22 1977 (date) between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for _____ days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his certified fields. Variations to this standard shall be made only with the teacher's permission.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1978-1979 all the duties imposed on a Teacher - P.E. (Coach)
(Title: Teacher, Librarian, etc.)
by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1978.
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school (s) beginning Aug. 1, 1978. Between April 15 and the close of the school year tentative teaching assignments will be provided. It is
(date)
understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 185 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his certified fields. Variations to this standard shall be made only with the teacher's permission.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

YCR 001228

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3 (Name of Constituent School District) hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1980-1981 all the duties imposed on a Teacher/Coach (Title: Teacher, Librarian, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1980 (date).

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school (s) beginning Aug. 1, 1980 (date) Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district, and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 185 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his certified fields. Variations to this standard shall be made only with the teacher's permission.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification (s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification (s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1981-1982 all the duties imposed on a Teacher-Coach PE
(Title: Teacher, Librarian, etc.)
by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s) he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract shall be terminated on the termination of such funding. Said salary shall be paid in accord with the plan (s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 27, 1981
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school (s), beginning Aug. 25, 1981 (date). Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Constituent District Board of Trustees has authority to assign teachers to positions in schools in the school district; and further, that the Constituent District Board of Trustees has authority to reassign teachers within the school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Constituent District Board of Trustees, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 185 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his certified fields. Variations to this standard shall be made only with the teacher's permission.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

TATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1983-1984 all the duties imposed on a Teacher- P.E. by the laws of South
(Title: Teacher, Librarian, etc.)
Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1983.
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at STILES POINT ELEMENTARY school(s) beginning Aug. 1, 1983. Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Assistant Superintendent has authority to assign teachers to schools in the constituent school district, and further, that the Area Assistant Superintendent has authority to reassign teachers within the constituent school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Area Assistant Superintendent, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.
(date)

2/ Employment is for 185 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1984-1985 all the duties imposed on a Teacher/Coach by the laws of South
(Title: Teacher, Librarian, etc.)
Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1984.
(date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at JAMES ISLAND HIGH school(s) beginning Aug. 1, 1984 Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Assistant Superintendent has authority to assign teachers to schools in the constituent school district, and further, that the Area Assistant Superintendent has authority to reassign teachers within the constituent school district should this become necessary to meet teacher load conditions, instructional requirements and for other reasons deemed valid by the Area Assistant Superintendent, subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.
(date)

2/ Employment is for ~~185~~ 190 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's store of knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

YCR 001232

CONTRACT TYPE (CHECK ONE)	
PROVISIONAL	____
ANNUAL	____
CONTINUING	X

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3
(Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith, hereinafter referred to as the Employee.
(Name of Professional Employee)

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1985-1986 all the duties imposed on a Teacher by the laws of South
(Title: Teacher, Librarian, etc.)
Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1985
(date)

CIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

ployment is at JAMES ISLAND HIGH school(s)
beginning Aug. 19, 1985 Between April 15 and the close of the school year tentative teaching assignments will be provided. It is under-
(date)
stood and agreed that the Area Superintendent has the authority to assign teachers to schools in the constituent school district, and further, that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be pensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be de by the school principal and made part of this contract.

Coaches
Band Directors
Choral Directors
Debate Team Coaches
Department/Grade Chairpersons
Drama Coaches
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

YCR 001233

CONTRACT TYPE (CHECK ONE)	
PROVISIONAL	____
ANNUAL	____
CONTINUING	X

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3 (Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1986-1987 all the duties imposed on a Teacher (Title: Teacher, Librarian, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1986 (date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

Employment is at JAMES ISLAND HIGH school(s) beginning Aug. 18, 1986 (date) Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to assign teachers to schools in the constituent school district, and further, that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal work week.

The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
Choral Directors
Debate Team Coaches
Department/Grade Chairpersons
Drama Coaches
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

YCR 001234

CONTRACT TYPE (CHECK ONE)	
PROVISIONAL	____
ANNUAL	____
CONTINUING	_x_

STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island # 3 (Name of Constituent School District), hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1987-1988 all the duties imposed on a Teacher (Title: Teacher, Librarian, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 27, 1987 (date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

Employment is at JAMES ISLAND HIGH school(s) beginning Aug. 24, 1987 (date) Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to assign teachers to schools in the constituent school district, and further, that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
Choral Directors
Debate Team Coaches
Department/Grade Chairpersons
Drama Coaches
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

YCR 001235

CONTRACT TYPE (CHECK ONE)	
PROVISIONAL	
ANNUAL	✓
CONTINUING	

S. OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICE
SOUTH CAROLINA PUBLIC SCHOOLS

This agreement is entered into by and between the Board of Trustees of James Island District #3 (Name of Constituent School District)

hereinafter referred to as the Employer, and Charles R. Smith (Name of Professional Employee), hereinafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year 1988-89 all the duties imposed on a Teacher (Title: Teacher, Librarian, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combination of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before April 25, 1988 (date)

SPECIAL CONDITIONS: (salary, period of employment, additional duties, etc.)

1/ Employment is at James Island High school(s) beginning AUG 22 1988 (date) Between April 15 and the close of the school year tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to assign teachers to schools in the constituent school district, and further, that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days. Said period of employment is to include teaching days, teacher work days, and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and to improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher work day shall be not less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than five hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignment shall be in his/her certified fields. Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or avocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal work week.

6/ The below-listed high school extra-curricular activities normally requiring the teacher to work in excess of the normal work week will be compensated for at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

Coaches
Band Directors
Choral Directors
Debate Team Coaches
Department/Grade Chairpersons
Drama Coaches
School Annual Sponsors
School Newspaper Sponsors
Student Council Advisors
Supervisors of Cheerleaders

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT TYPE (CHECK ONE)	
PROVISIONAL	
ANNUAL	
CONTINUING	✓

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees of District #3 (Name of Constituent School District), hereafter referred to as the Employer, and Charles Smith (Name of Professional Employee), hereafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year of 1989-90 all the duties imposed on a Teacher (Title: Teacher, Media Specialist, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District on or before Monday, April 24, 1989 or _____. *(Specify date, please)*

SPECIAL CONDITIONS: *(salary, period of employment, additional duties, etc.)*

1/ Employment is at James Island High school(s) beginning August 21, 1989 or _____ *(Date)*. Between April 15 and the close of the school year tentative teaching assignment will be provided. It is understood and agreed that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days or _____ days. Said period of employment is to include teaching days, teacher workdays and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be less than 7 hours. The length of the normal teacher work week shall be not less than 35 hours with no more than 5 hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal workweek.

Extra curricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

YCR 001237

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT TYPE (CHECK ONE)
PROVISIONAL _____
ANNUAL _____
CONTINUING ___/___

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees of District #3 (Name of Constituent School District), hereafter referred to as the Employer, and Charles Smith (Name of Professional Employee), hereafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year of 1990-91 all the duties imposed on a Teacher/Coach (Title: Teacher, Media Specialist, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before Friday, April 27, 1990 or _____ (Specify date, please).

SPECIAL CONDITIONS: *(salary, period of employment, additional duties, etc.)*

1/ Employment is at James Island High school(s) beginning August 20, 1990 or _____ (Date). Between April 15 and the close of the school year tentative teaching assignment will be provided. It is understood and agreed that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days or _____ days. Said period of employment is to include teaching days, teacher workdays and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be less than 7 hours. The length of the normal teacher workweek shall be not less than 35 hours with no more than 5 hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations to this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal workweek.

Extra curricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT TYPE (CHECK ONE)
PROVISIONAL _____
ANNUAL _____
CONTINUING X

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees of District #3 (Name of Constituent School District), hereafter referred to as the Employer, and Charlie Smith (Name of Professional Employee), hereafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teaching Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year of 1991-92 all the duties imposed on a Teacher / Coach (Title: Teacher, Media Specialist, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District on or before Thursday, April 25, 1991 or _____ *(Specify date, please)*

SPECIAL CONDITIONS: *(salary, period of employment, additional duties, etc.)*

1/ Employment is at James Island High school(s) beginning August 19, 1991 or _____ *(Date)*. Between April 15 and the close of the school year tentative teaching assignment will be provided. It is understood and agreed that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ Employment is for 190 days or _____ days. Said period of employment is to include teaching days, teacher workdays and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his/her ability to teach. These programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be less than 7 hours. The length of the normal teacher workweek shall be not less than 35 hours with no more than 5 hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations to this standard shall be made only when necessary.

Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal workweek.

6/ Extra curricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

YCR 001239

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT TYPE (CHECK ONE)
PROVISIONAL _____
ANNUAL ✓
CONTINUING _____

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees of James Island District #3 (Name of Constituent School District) hereafter referred to as the Employer and Charles Smith (Name of Professional Employee), hereafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year of 1992-93, all duties imposed on a Teacher-Social Studies/Coach (Title: Teacher, Media Specialist, etc.) by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District office on or before Wednesday, April 29, 1992 or April 24, 1992 (Specify date, please).

SPECIAL CONDITIONS: (Salary, period of employment, additional duties, etc.)

1/ Employment is at James Island High school(s)

beginning August 28, 1992. Between April 15 and the close of the school year, tentative teaching assignment(s) will be provided. It is understood and agreed that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option or resigning without prejudice.

2/ Employment is for 190 days or _____ days. Said period of employment is to include teaching days, teacher workdays and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his/her ability to teach. The programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday **shall not be less than 7 hours**. The length of the normal teacher workweek shall be not less than 35 hours with no more than 5 hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal workweek.

YCR 001240

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CONTRACT TYPE (CHECK ONE)
PROVISIONAL _____
ANNUAL _____
CONTINUING ✓

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees of James Island District #3 (Name of Constituent School District), hereafter referred to as the Employer and Charles Smith (Name of Professional Employee), hereafter referred to as the Employee.

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or other professional qualification(s) prerequisite to the position indicated; failure to maintain such prerequisite professional qualification(s) during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the Employee agrees to discharge faithfully for the scholastic year of 1993-94, all duties imposed on a : (Title: Teacher, Media Specialist, etc.)

Social Studies Teacher

by the laws of South Carolina and by the administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the official "Policies and Procedures" of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above-named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accord with the plan(s) established by the District.

This contract is void unless the Employee signs and returns three (3) copies, which must be received in the Constituent District Office on or before **Friday, April 30, 1993** or April 26, 1993 (Specify date, please).

SPECIAL CONDITIONS: (Salary, period of employment, additional duties, etc.)

1/ Employment is at James Island High school(s) beginning August 23, 1993 or _____. Between April 15 and the close of the school year, tentative teaching assignment(s) will be provided. It is understood and agreed that the Area Superintendent has authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions; for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option or resigning without prejudice.

2/ Employment is for **190 days** or _____ days. Said period of employment is to include teaching days, teacher workdays and teacher in-service days as required by the Department of Education of the State of South Carolina. The in-service education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his/her ability to teach. The programs will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday **shall not be less than 7 hours.** The length of the normal teacher workweek shall be not less than 35 hours with no more than 5 hours added per week for faculty meetings, in-service training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be conducted within the framework of the normal workweek.

TE OF SOUTH CAROLINA
NTY OF CHARLESTON

CHARLESTON COUNTY
SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees, the Employer, and the Employee as listed below:

Employer: James Island Constituent District
Employee: ~~Charlie Smith~~ Charles R. Smith

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or professional qualifications prerequisite to the position indicated. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the employee agrees to faithfully discharge the duties of the said position for the scholastic year of 1994-95, as required by the laws of South Carolina and by administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accordance with the plans established by the District.

This contract is void unless the Employee signs and returns this contract, which must be received in the Constituent District No. 03 office on or before Monday, April 25, 1994 or_____.
Specify date, please

POSITION: Teacher TYPE:HS
FTE: 1.0
LOCATION: James Island High
PERIOD: 190 days or _____
STARTING DATE: August 15, 1994 or _____
CONTRACT/CONTRACT LEVEL: C (P=Provisional, A=Annual, C=Continuing)

Charles R. Smith
Signature of Employee

[redacted]
Home Address

[redacted]
City State Zip

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Mary Cooperman 4/26/94
Area Superintendent (for the) Date
Board of Trustees of Constituent District No. 03

Rodney C. LeBoeuf MAY 24 1994
ty Superintendent (for the) Date
l of Trustees of Charleston County School District

YCR 001242

PAGE TWO: Contract for Charlie Smith
SPECIAL CONDITIONS: (Salary, period of employment, additional duties)

1/ Between April 15 and the close of the school year, tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions, for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ The period of employment is to include teaching days, teacher workdays and teacher inservice days as required by the Department of Education of the State of South Carolina. The inservice education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his\her ability to teach. The program will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be fewer than 7 hours. The length of the normal teacher workweek shall not be fewer than 35 hours with no more than 5 hours added per week for faculty meetings, inservice training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be concluded within the framework of the normal workweek.

6/ Extracurricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

7/ The official salary schedule will be provided to teachers on or before the beginning of the fiscal year. Should this not be possible due to events beyond Board control, the schedules will be provided as soon as they become available. Teachers meeting certification and experience requirements will advance to their next salary level on the schedule.

8/ All conditions of employment herein contained and referred to in the Official Policy Manual shall be maintained at not less than the highest minimum standards in effect at the time that this agreement is signed.

9/ Employee reduction-in-force may become necessary due to unforeseen circumstances. Such reductions will be conducted in accordance with district policies governing such matters.

10/ Other:
Reminder: Your certificate will expire on June 30, 1995.

Employee's Signature: Charles A. Smith Date 4-15-94

TE OF SOUTH CAROLINA
JNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees, the Employer, and the Employee as listed below:
Employer: James Island Constituent District
Employee: Charlie Smith

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or professional qualifications prerequisite to the position indicated. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the employee agrees to faithfully discharge the duties of the said position for the scholastic year of 1995-96, as required by the laws of South Carolina and by administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accordance with the plans established by the District.

This contract is void unless the Employee signs and returns this contract, which must be received in the Constituent District No. 03 office on or before Friday, April 21, 1995 or _____.
Specify date, please

POSITION: Teacher TYPE:HS
FTE: 1.0
LOCATION: James Island High
PERIOD: 190 days or _____
STARTING DATE: August 14, 1995 or _____
CONTRACT LEVEL: C (P=Provisional, A=Annual, C=Continuing)

Charles A. Smith
Signature of Employee

[redacted]
Home Address

[redacted]
City State Zip

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Gary Quackenbush — APR 21 1995
Area Superintendent (for the) Board of Trustees of Constituent District No. 03 — Date

Rodney C. LeBoeuf — MAY 22 1995
ity Superintendent (for the) rd of Trustees of Charleston County School District — Date

YCR 001244

PAGE TWO: Contract for Charlie Smith
SPECIAL CONDITIONS: (Salary, period of employment, additional duties)

1/ Between April 15 and the close of the school year, tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions, for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ The period of employment is to include teaching days, teacher workdays and teacher inservice days as required by the Department of Education of the State of South Carolina. The inservice education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his\her ability to teach. The program will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be fewer than 7 hours. The length of the normal teacher workweek shall not be fewer than 35 hours with no more than 5 hours added per week for faculty meetings, inservice training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be concluded within the framework of the normal workweek.

6/ Extracurricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

7/ The official salary schedule will be provided to teachers on or before the beginning of the fiscal year. Should this not be possible due to events beyond Board control, the schedules will be provided as soon as they become available. Teachers meeting certification and experience requirements will advance to their next salary level on the schedule.

8/ All conditions of employment herein contained and referred to in the Official Policy Manual shall be maintained at not less than the highest minimum standards in effect at the time that this agreement is signed.

9/ Employee reduction-in-force may become necessary due to unforeseen circumstances. Such reductions will be conducted in accordance with district policies governing such matters.

10/ Other:
"This contract is contingent upon presenting a renewed certificate by the 1995-96 school year."

Employee's Signature: Charlie A Smith Date 4-7-95

'TE OF SOUTH CAROLINA
NTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees, the Employer, and the Employee as listed below:
Employer: James Island Constituent District
Employee: Charlie Smith

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or professional qualifications prerequisite to the position indicated. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the employee agrees to faithfully discharge the duties of the said position for the scholastic year of 1996-97, as required by the laws of South Carolina and by administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accordance with the plans established by the District.

This contract is void unless the Employee signs and returns this contract, which must be received in the Constituent District No. 03 office on or before Monday, April 22, 1996 or_____.
Specify date, please

POSITION: Teacher TYPE:HS
FTE: 1.0
LOCATION: James Island High
PERIOD: 190 days or _____
STARTING DATE: August 19, 1996 or _____
CONTRACT LEVEL: C (P=Provisional, A=Annual, C=Continuing)

Charles Arnold
Signature of Employe[redacted]

[redacted]
Home Address

[redacted]
City State Zip

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Gary Austerman APR 2 2 1996
Area Superintendent (for the) Date
Board of Trustees of Constituent District No. 03

Barbara D. Dilligard MAY 2 7 1996
ıty Superintendent (for the) Date
ı of Trustees of Charleston County School District

YCR 001246

PAGE TWO: Contract for Charlie Smith
SPECIAL CONDITIONS: (Salary, period of employment, additional duties)

1/ Between April 15 and the close of the school year, tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions, for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ The period of employment is to include teaching days, teacher workdays and teacher inservice days as required by the Department of Education of the State of South Carolina. The inservice education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his\her ability to teach. The program will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be fewer than 7 hours. The length of the normal teacher workweek shall not be fewer than 35 hours with no more than 5 hours added per week for faculty meetings, inservice training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be concluded within the framework of the normal workweek.

6/ Extracurricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

7/ The official salary schedule will be provided to teachers on or before the beginning of the fiscal year. Should this not be possible due to events beyond Board control, the schedules will be provided as soon as they become available. Teachers meeting certification and experience requirements will advance to their next salary level on the schedule.

8/ All conditions of employment herein contained and referred to in the Official Policy Manual shall be maintained at not less than the highest minimum standards in effect at the time that this agreement is signed.

9/ Employee reduction-in-force may become necessary due to unforeseen circumstances. Such reductions will be conducted in accordance with district policies governing such matters.

10/ Other:

Employee's Signature: Charlie A Smith Date 4-15-96

TE OF SOUTH CAROLINA
UNTY OF CHARLESTON

CHARLESTON COUNTY SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees, the Employer, and the Employee as listed below:
Employer: James Island Constituent District
Employee: Charlie Smith

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or professional qualifications prerequisite to the position indicated. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the employee agrees to faithfully discharge the duties of the said position for the scholastic year of 1997-98, as required by the laws of South Carolina and by administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accordance with the plans established by the District.

This contract is void unless the Employee signs and returns this contract, which must be received in the Constituent District No. 03 office on or before Friday, April 25, 1997 or _____.
Specify date, please

POSITION: Teacher TYPE:HS
FTE: 1.0
LOCATION: James Island High
PERIOD: 190 days or _____
STARTING DATE: August 18, 1997 or _____
CONTRACT LEVEL: C (P=Provisional, A=Annual, C=Continuing)

Charlie Smith
Signature of Employee

[redacted]
Home Address

[redacted]
City State Zip

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Mary Cookman 4-28-97
Area Superintendent (for the) Date
Board of Trustees of Constituent District No. 03

MAY 20 1997
ity Superintendent (for the) Date
ard of Trustees of Charleston County School District

YCR 001248

PAGE TWO: Contract for Charlie Smith

SPECIAL CONDITIONS: (Salary, period of employment, additional duties)

1/ Between April 15 and the close of the school year, tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions, for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ The period of employment is to include teaching days, teacher workdays and teacher inservice days as required by the Department of Education of the State of South Carolina. The inservice education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his\her ability to teach. The program will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be fewer than 7 hours. The length of the normal teacher workweek shall not be fewer than 35 hours with no more than 5 hours added per week for faculty meetings, inservice training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be concluded within the framework of the normal workweek.

6/ Extracurricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

7/ The official salary schedule will be provided to teachers on or before the beginning of the fiscal year. Should this not be possible due to events beyond Board control, the schedules will be provided as soon as they become available. Teachers meeting certification and experience requirements will advance to their next salary level on the schedule.

8/ All conditions of employment herein contained and referred to in the Official Policy Manual shall be maintained at not less than the highest minimum standards in effect at the time that this agreement is signed.

9/ Employee reduction-in-force may become necessary due to unforeseen circumstances. Such reductions will be conducted in accordance with district policies governing such matters.

10/ Other:

Employee's Signature: Charles A Smith Date 4-14-97

CHARLESTON COUNTY SCHOOL DISTRICT

Y OF SOUTH CAROLINA
TY OF CHARLESTON

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into and between the Board of Trustees, the Employer, and the Employee as listed below:

Employer: James Island Constituent District
Employee: Charlie Smith

WITNESSETH:

The Employee possesses a valid South Carolina Teacher Credential and/or professional qualifications prerequisite to the position indicated. Failure to maintain such prerequisite qualifications during the contractual period shall automatically terminate this contract as of the time of the disqualification. Subject to any conditions set forth below, the employee agrees to faithfully discharge the duties of the said position for the scholastic year of 1998-99, as required by the laws of South Carolina and by administrative rules and regulations, which have the effect of law. It is further understood and agreed that such employment is subject to the conditions contained in the policies and procedures of the Charleston County School District.

In consideration of this agreement, the Employer promises to pay the above named Employee for professional services rendered during the life of the contract, the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these. Since this position depends on the availability of this funding, this contract may be terminated on the termination or reduction of such funding. Said salary shall be paid in accordance with the plans established by the District.

This contract is void unless the Employee signs and returns this contract, which must be received in the James Island Constituent District Office on or before Thursday, April 30, 1998 or _____.
Specify date, please

POSITION: Teacher TYPE: HS
FTE: 1.0
LOCATION: James Island High
PERIOD: 190 days or _____
STARTING DATE: August 17, 1998 or _____
CONTRACT LEVEL: C (I=Induction, P=Provisional, A=Annual, C=Continuing)

Charles R Smith
Signature of Employee

[redacted]
Home Address

[redacted]
City State Zip

The foregoing contract is approved and the terms therein contained, including any conditions or contingencies as hereafter set forth, are accepted.

Mary Rutherman MAY 4 1998
Area Superintendent (for the) Board of Trustees Date
James Island Constituent District

MAY 26 1998
County Superintendent (for the) Date
Board of Trustees of Charleston County School District

YCR 001250

PAGE TWO: Contract for Charlie Smith

SPECIAL CONDITIONS: (Salary, period of employment, additional duties)

1/ Between April 15 and the close of the school year, tentative teaching assignments will be provided. It is understood and agreed that the Area Superintendent has the authority to reassign teachers within the constituent school district, should this become necessary to meet teacher load conditions, for instructional requirements; and for other reasons deemed valid by the Area Superintendent. This is subject to the approval of the Charleston County School District Board of Trustees. Teachers objecting to reassignment may exercise the option of resigning without prejudice.

2/ The period of employment is to include teaching days, teacher workdays and teacher inservice days as required by the Department of Education of the State of South Carolina. The inservice education shall consist of workshops, committee assignments, study groups, and work programs designed to add to the teacher's knowledge and improve his\her ability to teach. The program will be approved by the Superintendent for the Charleston County School District or his delegated representative.

3/ The length of the normal teacher workday shall not be fewer than 7 hours. The length of the normal teacher workweek shall not be fewer than 35 hours with no more than 5 hours added per week for faculty meetings, inservice training, workshops, or other additional duties assigned by the principal.

4/ The major portion of the teacher's daily assignments shall be in his/her certified field(s). Variations from this standard shall be made only when necessary.

5/ Teachers may be called upon to supervise subject matter or vocational clubs. Assignments will be made on a volunteer basis, where possible. These activities shall be concluded within the framework of the normal workweek.

6/ Extracurricular activities normally requiring the teacher to work in excess of the normal workweek will be compensated at rates approved by the Board of Trustees for the Charleston County School District. The assignment of these duties will be made by the school principal and made part of this contract.

7/ The official salary schedule will be provided to teachers on or before the beginning of the fiscal year. Should this not be possible due to events beyond Board control, the schedules will be provided as soon as they become available. Teachers meeting certification and experience requirements will advance to their next salary level on the schedule.

8/ All conditions of employment herein contained and referred to in the Official Policy Manual shall be maintained at not less than the highest minimum standards in effect at the time that this agreement is signed.

9/ Employee reduction-in-force may become necessary due to unforeseen circumstances. Such reductions will be conducted in accordance with district policies governing such matters.

10/ Other:

Employee's Signature: Charles R Smith Date 4-17-98

COST CENTER 0350

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp. 1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 1999-2000. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial 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.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Area and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before April 23, 1999.

Special Conditions:

Assignment: 1 (Total FTE) Teacher (Position) James Island High (School)

Charlie R Smith — 4-20-99
Signature of Employee — Date

Mary Ann Huffman — APR 23 1999
Signature of Area Superintendent for the Board of Trustees, James Island Constituent District — Date

MAY 24 1999
County Superintendent for the Board of Trustees, Charleston County School District — Date

YCR 001252

ROA1803

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

ATE OF SOUTH CAROLINA
NTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp. 1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2000-2001. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial employment is subject to receipt of a criminal record history report from the South Carolina Law cement Division, which reveals no good and just cause for its withdrawal.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Associate and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before April 25, 2000.

Special Conditions:

Assignment: 1 Total FTE | Teacher Position | James Island High School

Charlie Smith — 4/24/00
Signature of Employee — Date

Mary Cutpearman — APR 25 2000
Signature of Associate Superintendent for the Board of Trustees
James Island Constituent District — Date

Ronald A. McWhite — MAY 2 2 2 0
County Superintendent for the Board of Trustees
Charleston County School District — Date

YCR 001253

ROA1804

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

TE OF SOUTH CAROLINA
NTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp. 1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2001-2002. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial employment is subject to receipt of a criminal record history report from the South Carolina Law cement Division, which reveals no good and just cause for its withdrawal.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Area and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before April 25, 2001

Special Conditions:

Assignment: 1 (Total FTE) Teacher (Position) James Island High (School)

Charles A Smith
Signature of Employee — Date 4/16/01

Signature of Area Superintendent for the Board of Trustees
James Island Constituent District — Date 5-1-01

Signature of County Superintendent for the Board of Trustees
Charleston County School District — Date MAY 21 2001

YCR 001254

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

TE OF SOUTH CAROLINA
NTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp. 1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2002-2003. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial employment is subject to receipt of a criminal record history report from the South Carolina Law ement Division, which reveals no good and just cause for its withdrawal.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Area and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before April 15, 2002.

Special Conditions:

Teachers who are IB-trained agree to continue working at James Island High School for a minimum of two years or repay CCSD for any training expenses incurred on their behalf.

Assignment: 1 Total FTE — Teacher Position — James Island High School

Charles R Smith
Signature of Employee — Date: 3/28/02

Signature of Area Superintendent for the Board of Trustees
James Island Constituent District — Date: 4-22-02

Signature of County Superintendent for the Board of Trustees
Charleston County School District — Date: MAY 13 2002

YCR 00125

ROA1806

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District
REVISED

TE OF SOUTH CAROLINA
NTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2003-2004. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial employment is subject to receipt of a criminal record history report from the South Carolina Law cement Division, which reveals no good and just cause for its withdrawal.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Associate and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2003.

Special Conditions:

Assignment: 1 (Total FTE) Teacher (Position) James Island High (School)

Charles A Smith — 5/12/03
Signature of Employee — Date

[signature] — 5-16-03
Signature of Associate Superintendent for the Board of Trustees — Date
James Island Constituent District

[signature] — MAY 1 8 2003
y Superintendent for the Board of Trustees — Date
.eston County School District

YCR 001256

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

TE OF SOUTH CAROLINA
TY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the School County School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2003-2004. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial employment is subject to receipt of a criminal record history report from the South Carolina Law cement Division, which reveals no good and just cause for its withdrawal.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Associate and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2003.

Special Conditions:

Assignment: 1 (Total FTE) Teacher (Position) James Island High (School)

Charlie Smith
Signature of Employee

4/11/03
Date

County Superintendent for the Board of Trustees
Charleston County School District

Date

YCR 001257

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2004-2005. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial 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.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the State and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2004. Failure to do so within the specified time limit shall be conclusive evidence of the teacher's rejection of the contract.

Special Conditions: The employee agrees to work with due diligence towards meeting all requirements to become "highly qualified" to perform his or her teaching assignment, as that term is defined in the No Child Left Behind Act and all South Carolina State Board of Education implementing rules and regulations, and the employee agrees to become "highly qualified" by the conclusion of the 2005-06 school year.

Assignment: 1 (Total FTE) Teacher (Position) James Island Charter School (School)

Charles A Smith — 4/15/04
Signature of Employee — Date

J Douglas Gepford — 4-23-04
Signature of Associate Superintendent for the Board of Trustees
James Island Constituent District — Date

Maria S Todd — MAY 10 2004
County Superintendent for the Board of Trustees
Charleston County School District — Date

YCR 001258

ROA1809

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charlie Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.1998).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2005-2006. The administration may assign reasonable extra-curricular duties to the employee.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

The offer of initial 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.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the State and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2005. Failure to do so within the specified time limit shall be conclusive evidence of the teacher's rejection of the contract.

Special Conditions: If required by the No Child Left Behind Act, the employee agrees to work with due diligence towards meeting all requirements to become "highly qualified" to perform his or her teaching assignment, as that term is defined in the No Child Left Behind Act and all South Carolina State Board of Education implementing rules and regulations, and the employee agrees to become "highly qualified" by the conclusion of the 2005-06 school year.

Assignment: 1 (Total FTE) Teacher (Position) James Island Charter School (School)

Charles R Smith — 4/4/05
Signature of Employee — Date

J Douglas Stafford — 4-26-05
Signature of Associate Superintendent for the Board of Trustees, James Island Constituent District — Date

Maria J Miller-Johnson — MAY 10 2005
County Superintendent for the Board of Trustees, Charleston County School District — Date

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and Charles Smith hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.2004).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to immediately terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2006-2007. The administration may assign reasonable extra-curricular duties to the Employee, and Employee shall perform those duties.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy 4119.9-4119.11, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

If this is an initial employment contract, it is subject to receipt of a satisfactory (in the discretion of the Employer) criminal record history report from the South Carolina Law Enforcement Division. Should same not be received, this contract shall be null and void.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed by the Associate and County Superintendents. 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.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2006. Failure to do so within the specified time limit shall be conclusive evidence of the teacher's rejection of the contract.

Special Conditions: If required by the No Child Left Behind Act, the employee agrees to work with due diligence towards meeting all requirements to become "highly qualified" to perform his or her teaching assignment, as that term is defined in the No Child Left Behind Act and all South Carolina State Board of Education implementing rules and regulations, and the employee agrees to become "highly qualified".

Assignment: 1 (Total FTE) P E TEACHER (Position) James Island Charter High (School)

Charles R Smith — 3/28/06
Signature of Employee — Date

Signature of Associate Superintendent for the Board of Trustees
James Island Constituent District — Date

MAY 23 2006
County Superintendent for the Board of Trustees
Charleston County School District — Date

YCR 001260

ROA1811

CONTRACT FOR PROFESSIONAL SERVICES
Charleston County School District

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

This agreement is entered into, by and between the Board of Trustees of the James Island Constituent School District, hereafter referred to as the Employer, and CHARLES SMITH hereafter referred to as the Employee. This contract is issued as a(n) Continuing contract, which is subject to the renewal provisions of South Carolina Code of Laws 59-26-40 (Supp.2004).

The Employee possesses, or will possess, throughout the contract term a valid South Carolina Teacher Credential and/or other professional qualifications required by State law or District policy. Failure to maintain such prerequisite qualifications during the contractual period shall constitute grounds to immediately terminate this contract.

It is understood that the assignment listed below is tentative and may be changed by the administration, upon notice to and consultation with the Employee, pursuant to District policy. The Employee agrees to render acceptable service, perform all assigned duties, and comply with all District policies, rules, and regulations, including attendance at required school or District meetings and activities for the scholastic year of 2007-2008. The administration may assign reasonable extra-curricular duties to the Employee, and Employee shall perform those duties.

In consideration of this agreement, the Employer promises to pay the above-named Employee the sum to which (s)he is entitled under local, state, or federal allotments or any combinations of these for professional services rendered during the life of the contract, which is 190 days to include employee in-service and workdays as required by State law and/or regulations. This salary shall be paid in accordance with the official salary scale established by the District. Since this position depends on the availability of this funding, the Employee agrees to abide by the provisions of Board Policy GCQA, Reduction-In-Force, in the event the Employer has a substantial, unanticipated reduction or loss of funds outside of its control, which causes the District to be unable to meet its existing contractual obligations.

If this is an initial employment contract, it is subject to receipt of a satisfactory (in the discretion of the Employer) criminal record history report. Should same not be received, this contract shall be null and void.

This agreement is not valid unless authorized by the Constituent Board, approved by the County Board, and signed Associate and County Superintendents. If, during the term of this agreement, it is found that any part of this contract ...l under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force and ...ect.

To be valid, this contract must be signed by the Employee and returned to the James Island Constituent District on or before 4/25/2007. Failure to do so within the specified time limit shall be conclusive evidence of the teacher's rejection of the contract.

Special Conditions: If required by the No Child Left Behind Act, the employee agrees to work with due diligence towards meeting all requirements to become "highly qualified" to perform his or her teaching assignment, as that term is defined in the No Child Left Behind Act and all South Carolina State Board of Education implementing rules and regulations, and the employee agrees to become "highly qualified". This contract expires on the day you exit the TERI Program. (03/31/08)

Assignment: 1 (Total FTE) TEACHER (Position) JAMES ISLAND CHARTER HIGH SCHOOL (Location)

Charles A Smith — April 13, 2007
Signature of Employee — Date

Signature of Associate Superintendent for the Board of Trustees
James Island Constituent District — Date

Nancy J. McGinley — 5/30/07
...nty Superintendent for the Board of Trustees
...rleston County School District — Date

YCR 001261

Charleston County Public Schools

Alton C. Crews, Superintendent

DISTRICTS THREE & NINE
P. O. Box 12107
Charleston, South Carolina 29412

Rupert E. Drews, Area Supt.
Phone 795-1721 or 795-1726

May 12, 1976

Mr. Charles Smith
Stiles Point Elementary School
Charleston, S. C.

Dear Mr. Smith:

Your tentative assignment for the 1976-1977 school year will be P.E.:

Baxter-Patrick Elementary School	60%
Stiles Point Elementary School	40%
Total	100%

Sincerely,

Rupert E. Drews
Area Assistant Superintendent
for School District # 3

Charleston County Public Schools

Alton C. Crews, Superintendent

DISTRICTS THREE & NINE
P. O. Box 12107
Charleston, South Carolina 29412

Rupert E. Drews, Area Supt.
Phone 795-1721 or 795-1726

April 1, 1977

Mr. Charles R. Smith
Stiles Point Elementary School
Charleston, S. C. 29412

Dear Mr. Smith:

Your tentative assignment for the 1977-1978 school year will be P.E.:

100% - Stiles Point Elementary School

Sincerely,

Rupert E. Drews
Area Assistant Superintendent
for School District # 3

CHARLESTON, SOUTH CAROLINA

Charleston County School District

Lawrence G. Derthick, Jr., Superintendent

JAMES ISLAND CONSTITUENT DISTRICT No. 3
Rupert Drews
Area Assistant Superintendent
P. O. Box 12107
Charleston, S. C. 29412

ST. JOHN'S CONSTITUENT DISTRICT No. 9
Rupert Drews
Area Assistant Superintendent
P. O. Box 12107
Charleston, S. C. 29412

Phone 795-1721 or 795-1726

July 15, 1981

AMENDMENT TO CONTRACT OF:

CHARLES R. SMITH
STILES POINT ELEMENTARY SCHOOL

Please amend contract to include the following coaching supplements (Coaches at James Island High School) :

ADD:	Wrestling	$ 800.00
	Golf	300.00
	Sub total	$ 1,100.00
(Assistant Football		1,100.00)
Total Supplements:		$ 2,200.00

For 1981-1982 school year.

Rupert E. Drews

Area Assistant Superintendent for the Board of Trustees of Constituent School District No. 3.

YCR 001264

obert E. Burke
perintendent

...bara D. Dilligard
Deputy Superintendent

The Center
(Old Citadel Building)
Meeting & Hutson Sts.
Charleston, SC 29403

CHARLESTON COUNTY SCHOOL DISTRICT
Division of Personnel Services

Office of Certificate Renewal
(803) 724-7257

Administrative Dept.
(803) 724-7713

Certified Dept.
(803) 724-7706-Teacher
(803) 724-7707-Sub

Classified Dept.
(803) 724-7709

Staff Development Dept.
(803) 724-7731

December 22, 1987

Mr. Charles Smith
[redacted]

Dear Mr. Smith:

Our Finance office has informed me that you have been overpaid in the gross amount of $378.85. (Please see attachment.) We regret this error occurred. Because we are dealing with public funds, we must seek reimbursement from you.

To repay by payroll deduction, please check one of the repayment plans listed on the attached sheet and return one copy to Sonya Brown in the Personnel Office by January 8, 1988.

If you wish repay directly, the net amount should be submitted by your check or money order, made payable to the Charleston County School District at the letterhead address. If you have any questions regarding this overpayment, please contact the Payroll clerk listed on the attached sheet.

Unless we receive this returned response sheet by January 8, 1988, automatic payroll deductions of the first option listed, will begin on the indicated date.

Again, we regret this unfortunate error and any inconvenience it may cause. We appreciate your understanding and cooperation.

Yours very truly,

Barbara D. Dilligard

Barbara D. Dilligard
Deputy Superintendent

ATTACHMENTS

BDD/sb

cc: Mr. Joe Keener

Emp. SS # [redacted]

YCR 001265

REPAYMENT PLAN SHEET

Please return this sheet by January 8, 1988

(CHECK ONE, PLEASE.)

PAYROLL DEDUCTION PLAN (Gross amount of $ 378.85)

_____ Four deductions of $ 94.71 commencing with the January 22, 1988 check and ending with the March 4, 1988 check.

_____ Six deductions of $ 63.14 commencing with the January 22, 1988 and ending with the March 25, 1988 check.

DIRECT REPAYMENT PLAN (Net amount of 278.12)

MAKE CHECK OF MONEY ORDER PAYABLE TO:

Charleston County School District

MAIL TO: Division of Personnel Services
The Center Building
Hutson and Meeting Streets
Charleston, SC 29403
ATTENTION: Sonya Brown

Mr. Charles Smith

SS# [redacted]

CHARLESTON COUNTY SCHOOL DISTRICT

Overpayment Summary Sheet
Payroll Office
Division of Operations
2100 Leeds Avenue
Charleston, S.C. 29405

Payroll Clerk: THEODORA MCPHERSON **Date:** 10/19/87

Error Summary

Name: CHARLES SMITH

Location: JAMES ISLAND HIGH

SS#: [redacted]

Account Number: 0350-00-01-1900-142

Employment Status: (check one)

X **currently employed at:**

_____ **Terminated**

Date: _____

Cause 0350

Origin: JAMES ISLAND HIGH
School Name/Department

Brief Explanation For Error:

HE WILL NOT BE COACHING THIS YEAR
PERSONNEL DID NOT RECEIVE THE MEMO
UNTIL 10/08/87

GROSS	$378.85
Fed. W/H	37.00
Soc. Sec.	27.09
SC W/H	13.91
SC Ret.	22.27
NET	$278.13

YCR 001267

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 7-28-92

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8-3-92 (a) $3950

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001268

010-0093
Rev. 8/7/86

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

NAME OF EMPLOYEE Charles Smith

SOCIAL SECURITY NUMBER [redacted]

POSITION Softball

SCHOOL/DEPARTMENT James Island High / 0350

EFFECTIVE DATE July 1, 1992

(✓) NEW POSITION ( ) TRANSFER ( ) PROMOTION ( ) REPLACEMENT

(✓) FULL TIME ( ) PART TIME ( ) TEMPORARY ( ) SUBSTITUTE

( ) ASSIGNMENT CHANGE ON CONTRACT OR IN POSITION FROM _____

_____ TO _____

Employee's Signature _____

REPLACEMENT/SUBSTITUTE FOR _____

PLEASE COMPLETE ALL CODING INFORMATION (Please designate FTE for each account.)

Cost Center	Project No.	Fund	Function	Object	FTE
0350	00	01	1900	142	

COMMENTS:

REQUESTED BY:

Pascal J. Crosby

Department Head/Principal — Date

APPROVED BY:

J C Derrick

Area/Deputy Superintendent — 7/24/92 Date

PERSONNEL APPROVAL:

_____ — Date

YCR 001269

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Kathy DATE: 10/2/95

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1140.112

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/14/95 (a) 38,387

7hrs (b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001270

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel) Nancy TO: (Payroll): Kem DATE: 1/7/03

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 3501114D-112

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE: ADE increased yrs. of Exper. 98/27

Effective Date: Retro 8/7/02 (a) $52,343 ea

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001271

CHARLESTON COUNTY SCHOOL DISTRICT
BENEFITS OFFICE
MEMORANDUM

TERI RETIREMENT

TO Nancy Greenberg / Ruby Ellerbee
Personnel Department

FROM: Joan L. Brown-Prioleau
Benefits Department

SUBJECT: **RETIREMENT INFORMATION**

DATE: March 17, 2003

NAME: **Charles R. Smith**

SSN: [redacted]

TERI: [redacted]

Contract Salary for the following years:

	FISCAL SALARY	*NUMBER OF DAYS IN CONTRACT*	
2002-2003	52,343	190	Sports 2000
2001-2002	51,158	190	1950
2000-2001	47,181	190	3050
1999-2000	44,244	190	2950

Number of sick days to be used on the SCRS Form 6203 90

thank you

YCR 001272

)10-0009

ADD A JOB TO EMPLOYEE ALREADY ON FILE 100.40

SOCIAL SECURITY [redacted] (3–11)

CLERK'S INITIALS: Ahs CODE:

LAST NAME: SMITH INIT. FIRST NAME: CHARLES

T/C	SOC. SEC.	DIST. SCH.	FUND ACCOUNT	SUB. ACCT.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	0307	01020500	00		
1 2		12	27		28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
32–37	38–44: 052650	45–47: 185	48–50: 185

DAYS IN 1ST PAY	REMAINING PAY PERS.	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54		55–60		61–66

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
08	23	76	0	1
67–72			73	74

CODE AS '1' ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS (ENTER 1 TO PAY SCHEDULED HOURS)	PAY PERIOD FROM	PAY PERIOD TO
32–37	38–41	42–46		

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
			0	
67–72			73	74

CODE AS '1' ONLY IF THIS IS TO BE PRIMARY JOB

checks go to 0307

YCR 001273

)008 ADD A NEW EMPLOYEE 100.00

3 SOCIAL SECURITY 11 [redacted]

PERSONNEL CLERK Pgh DATE 10-21-75

PAYROLL CLERK DATE

SOC SEC 3-11 | 12 FIRST NAME 21 | INIT 22 | 23 LAST NAME 36

37 MARITAL | 38 SEX | 39 RACE | 40 RETIREMENT NUMBER 47 | FED 48 49 | S.C. 50 51 | 52 SUB # 55

56 TELEPHONE 62 [redacted] | 63 FED FIC SC RET 66 (1 is no tax) | 67 EMPLOY DATE MO. DAY YR. 72 | 73 74 SICK CODE | 75 76 CHECK DIST

T/C 2 | 0 2 | DUP 3-11 | [redacted] 33

34 CITY [redacted] 53

54 STATE [redacted] | 56 ZIP CODE 60 [redacted] | 61 BIRTH DATE MO. DAY YR. 66 [redacted] | 67 ST. 68 | 69 CNT 70

T/C 2 | 0 3 | DUP 3-11 | 12 CERT # 17 | 18 CERT. TYPE 19 | 20 G C G R L R 22 | 23 YRS CHARL 24 | 25 YRS TOTAL 26

27 CERT. ISSUED MO. DAY YR. 32 | 33 CERT. EXPIRES MO. DAY YR. 38 | 39 NTE COMMON 41 | 42 NTE AREA 44 | 45 46 ED. LEVEL

47 COLLEGES ATTENDED DEGREE 49 MAST 51 PHD 52 | 53 FIELDS OF CERTIFICATION 70

/C 2 | 5 | DUP 3-11 | 12 A | 13 BC/BS AMOUNT 17 18 LIMIT 22

3 PALMETTO AMT 27 28 LIMIT 32 | 33 STANDARD AMT 37 38 LIMIT 42 | 43 TSA AMOUNT 47 48 LIMIT 52

JANITOR RENT 57 58 LIMIT 62 | 63 UNITED FUND AMT 67 68 LIMIT 72 | 73 TSA CO 74

/C 2 | 6 | DUP 3-11 | 12 A

SCEA/NEA AMT 17 18 LIMIT 22 | 23 CREDIT UNION AMT 27 28 LIMIT 32 | 33 DED 9 AMT 37 38 LIMIT 42

DED 10 AMT 47 48 LIMIT 52 | 53 DED 11 AMT 57 58 LIMIT 62 | 63 DED 12 AMT 67 68 LIMIT 72

RTM JOB 2 | DUP 3-11 | 12 DIST. SCHOOL 16 FUND ACCOUNT 27 | EMPLOY 28 TYPE 29 | 30 POS. 31 32 PAY TABLE DATA 37

I-SAL I-HR | 38 FISCAL SALARY 44 | 45 JOB DAYS 47 | 48 REMAIN DAYS | 51 DYS 1ST PAY | REMAIN PAY PER. 53 | PAY PERIODS FROM TO

IED | 55 DAILY RATE 60 | 61 PAY PERIOD RATE 66

ENTER 1 IN 46 TO PAY SCHED HRS

HOURLY IS SHADED | 58 HOURLY RATE | 62 SCHED HOURS 65 | PAY PERIODS FROM TO | START DATE MO. DAY YR. 72

ROA1825

YCR 001274

3-25-76 You should receive your credential in about 2 weeks.

STATE DEPARTMENT OF EDUCATION
Rutledge Office Building
COLUMBIA, S. C. 29201

To avoid undue delay, please notify us of any change in name and address.

Upon receipt of items noted below we have started a file on your application for a teacher's certificate. Below is the list of items needed in completion of your application. Undated items indicate an incomplete file. Upon receipt of the missing items your application will be completed. We hope you will take care of this immediately.

	Date Received
1. Application Form	
2. College Transcript	
3. College Recommendation Form	March 25, 1976
4. N.T.E. Results	
5. Medical Examination Report	

YCR 00775
ROA1826

010-0093

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

Name of Employee Charles R. Smith

Social Security Number [redacted]

Position Teacher - P.E.

School or Department Stiles Point Elementary (Full time)

Effective Date February 10, 1977

Action Requested:

New Employee _____ Transfer xx

Promotion _____ Temporary Employee _____

Replacement for _____ Other _____

If employee is Federal, specify source of funds _____

Comments:

Charles Smith is being transferred to position of full time P.E. - created by maternity leave granted to Mrs. Donna Jowers.- at Stiles Point Elementary School

Date: January 13, 1977

Requested by: _____

Personnel Officer

YCR 001276

ROA1827

010-0104

TERMINATION OF EMPLOYMENT FORM

(Make in duplicate, keep copy)

FROM (Personnel): Lisa TO (Payroll): Mary DATE: 1-27-77

NAME (Full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center): 0307

I. Last Day Worked: 2-9-77

a. ( ) Deductions effecting final pay check, give dates and number of working days: _____

b. ( ) State whether at Full or Substitute pay: _____ Other: _____

c. ( ) Vacation to be paid, give number of days: _____

transfer to 0305 free time

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Lissi TO (Payroll): Mary DATE: 2-27-77

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0305-01-0905

(b)_____ (c)_____ (d)_____

I. (✓) SALARY CHANGE:

Effective Date: 2-10-77 (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary: $8975.00

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates:_____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates:_____

** (available only at the beginning of the school-year)

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE

100.40

SOCIAL SECURITY [redacted]
3 11

CLERK'S INITIALS: lks

CODE:

LAST NAME: SMITH

INIT.: R

FIRST NAME: CHARLES

T/C	SOC. SEC.	DIST.	SCH.	FUND	FUNCTION	OBJECT	DESIG.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	035	100	01	1400	142	3		
1 2		12					27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
	011750 0	205	
32 37	38 44	45 47	48 50

DAYS IN 1ST PAY	REMAINING PAY PERS.	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54	55	60	61	66

START DATE MONTH	START DATE DAY	START DATE YEAR	R/D/T	PRIMARY JOB
08	01	77	0	0
67		72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS (ENTER 1 TO PAY SCHEDULED HOURS)	PAY PERIOD FROM	PAY PERIOD TO
32 37	38 41	42 46		

START DATE MONTH	START DATE DAY	START DATE YEAR	R/D/T	PRIMARY JOB
			0	
67		72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PRIMARY JOB

YCR 001279

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Lucie TO (Payroll): Mary DATE: 8-4-77

NAME (full): Charles Irish

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0305-01-1130-112

(b)_____ (c)_____ (d)_____

I. (✓) SALARY CHANGE:

Effective Date: 8-1-77 (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary: $9208.00

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates:_____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates:_____

** (available only at the beginning of the school-year)

010-0102

Stubs Paint

CHANGE FORM

James Island #1

(Make in duplicate, keep copy)

FROM (Personnel): Rissie TO (Payroll): Mary DATE: 8-3-78

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0351-01-1900-142

(b)_____ (c)_____ (d)_____

I. (✓) SALARY CHANGE:

Effective Date: 9-5-78 (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary: #825.00

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates:_____

d. (✓) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates: 9-5-78 / 6-8-79

** (available only at the beginning of the school-year)

YCR 001281

ROA1832

Charleston County Public Schools
Alton C. Crews, Superintendent

STILES POINT ELEMENTARY SCHOOL
883 Mikell Drive
Charleston, South Carolina 29412

Ronald Hanna, Principal
Phone 795-5010

Change of Address

Charles Smith
[redacted]

Joan Svenningsen

Joan Svenningsen, Secretary

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): _____ TO (Payroll): _____ DATE: _____

NAME (full): _____

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) _____

(b) 0351 01 1900142 (c) _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) CODING CHANGE:

Effective date of change: _____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates: _____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates: _____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates: _____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates: _____

** (available only at the beginning of the school-year)

YCR 001283

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): _____ TO (Payroll): _____ DATE: 3-15-23

NAME (full): _____

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0305-01-3331-111

(b) _____ (c) _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 3-2-23 (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) CODING CHANGE:

Effective date of change: _____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates: _____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates: _____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates: _____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates: _____

** (available only at the beginning of the school-year)

SAO

YCR 001284

ROA1835

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE 100.40

SOCIAL SECURITY [redacted]
3 11

CLERK'S INITIALS: OL 7-28-83 CODE:

LAST NAME: Smith INIT.: R FIRST NAME: CHARLES

T/C	SOC. SEC.	DIST.	SCH.	FUND	FUNCTION	OBJECT	DESIG.	EMPLOY TYPE	POSITION CODE
08	3-11	03	520	01	1900	1142	3		
1 2		12					27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
99	014980	202	
32 37	38 44	45 47	48 50

DAYS IN 1ST PAY	REMAINING PAY PERS.	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54	55	60	61	66

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
08	01	83	0	0
67		72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS	ENTER 1 TO PAY SCHEDULED HOURS	PAY PERIOD FROM	PAY PERIOD TO
32 37	38 41	42 46			

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
			0	
67		72	73	74

CODE AS "1" ONLY IF THIS IS TO BE PRIMARY JOB

YCR 001285

010-0104 (REV.8/75

TERMINATION OF EMPLOYMENT FORM

(Make in duplicate ,keep copy)

FROM (Personnel) [illegible] TO (Payroll): [illegible] Date 7-28-93

NAME (Full): Charles Smith

SOCIAL SECURITY NUMBER : [redacted]

CODING (Cost center): 0357- 01- 1900-142

1. Last Day Worked 7-29-93

A. ( ) Deductions effecting final pay check, givedates AND number of working days:

B.( ) State weather at FULL or SUBSTITUTE pay:

C.( ) Vacation to be paid ,give number of days:

11. ( ) This employee is being terminated at the above coding and is being TRANSFERRED,with no break in services.

Please note on the " ADD a JOB "for, "TRANSFERRED FROM."

Transfer to 0350

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): [illegible] TO (Payroll): [illegible] DATE: 8-11-83

NAME (full): Claudia Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0350-01-1900-142

(b)_____ (c)_____ (d)_____

I. (✓) SALARY CHANGE:

Effective Date: 8-1-83 (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary: 15436

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates:_____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates:_____

** (available only at the beginning of the school-year)

YCR 001287

010-0102

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Carolyn TO (Payroll): Ilse DATE: 11-21-83

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Fund, Account Number): (a) 0350-01-1900-142

(b)_____ (c)_____ (d)_____

I. (✓) SALARY CHANGE:

Effective Date: 9-1-83 (a)_____

(b)_____ (c)_____ (d)_____

New f/y Salary: 2,425.00

II. ( ) CODING CHANGE:

Effective date of change:_____

(From the above listed coding. Attach "Add a Job" form(s)* with new coding.) * (Check DP Termination Listing before submitting.)

III. ( ) EMPLOYEE TYPE CHANGE:

a. ( ) to 12 months, give starting/ending dates:_____

b. ( ) to 11 months - ( ) with Option**

Give starting/ending dates:_____

c. ( ) to 10 months - ( ) with Option**

Give starting/ending dates:_____

d. ( ) to 9 months (185 day) - ( ) with Option**

Give starting/ending dates:_____

** (available only at the beginning of the school-year)

010-0009
Revised 5/14/77

ADD A JOB TO EMPLOYEE ALREADY ON FILE

100.40

SOCIAL SECURITY [redacted]
3 11

ap - 7-26-84
CLERK'S INITIALS

CODE

LAST NAME: Smith
INIT.
FIRST NAME: Charles

T/C	SOC. SEC.	DIST.	SCH.	AB	FUND	FUNCTION	OBJECT	DESIG.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	035	0	Ø	3	2111	40	1123		
1 2		12						27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA: 870903 (32–37)
FISCAL SALARY: 017600 (38–44)
NUMBER OF JOB DAYS: 207 (45–47)
NUMBER OF REMAINING DAYS: (48–50)
DAYS IN 1ST PAY: (51 52)
REMAINING PAY PERS: (53 54)
PAY PERIODS FROM TO: (55–60)
(OPTIONAL) DAILY RATE: (61–66)
(OPTIONAL) PAY PERIOD RATE:
START DATE MONTH DAY YEAR: 08 01 84 (67–72)
R/D/T: Ø (73)
PRIMARY JOB: (74)
CODE AS '1' ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA: (32–37)
HOURLY RATE: (38–41)
SCHED. HOURS: ENTER 1 TO PAY SCHEDULED HOURS: (42–46)
PAY PERIOD FROM TO:
START DATE MONTH DAY YEAR: (67–72)
R/D/T: Ø (73)
PRIMARY JOB: (74)
CODE AS '1' ONLY IF THIS IS TO BE PRIMARY JOB

YCR 001289

010-0069
Revised 7/84

ADD A JOB TO EMPLOYEE ALREADY ON FILE

100.40

SOCIAL SECURITY [redacted]
3 11

CP - 8-7-84
CLERK'S INITIALS

CODE

LAST NAME: Smith

INIT.

FIRST NAME: Charles

T/C	SOC. SEC.	DIST.	SCH.	PR	FD	FUNCTION	OBJECT	DESIG.	EMPLOY POSITION TYPE	EMPLOY POSITION CODE
08	3-11	03	51	50	32	111	4011	2 3		
1 2		12						27	28 29	30 31

08-SAL.
09-HRLY.

SALARIED

PAY TABLE DATA	FISCAL SALARY	NUMBER OF JOB DAYS	NUMBER OF REMAINING DAYS
870903	011760	190	
32 37	38 44	45 47	48 50

DAYS IN 1ST PAY	REMAINING PAY PERS.	PAY PERIODS FROM	PAY PERIODS TO	(OPTIONAL) DAILY RATE	(OPTIONAL) PAY PERIOD RATE
51 52	53 54	55	60	61	66

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
08	01	84	0	
67		72	73	74

CODE AS '1' ONLY IF THIS IS TO BE PPRIMARY JOB.

HOURLY

PAY TABLE DATA	HOURLY RATE	SCHED. HOURS	ENTER 1 TO PAY SCHEDULED HOURS	PAY PERIOD FROM	PAY PERIOD TO
32 37	38 41	42	46		

START DATE MONTH	DAY	YEAR	R/D/T	PRIMARY JOB
			0	
67		72	73	74

CODE AS '1' ONLY IF THIS IS TO BE PRIMARY JOB

YCR 001290

10-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Carolyn TO: (Payroll): Alice DATE: 8-7-84

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0351-00-01-1140-112

(b) 0351-00-01-1900-142e (d) _____

I. (X) SALARY CHANGE:

Effective Date: 8-1-84 (a) 18,277

(b) 1631 (c) _____ (d) _____

New f/y Salary: 19,908

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001291

Charleston County School District

Ronald A. McWhirt, Superintendent

JAMES ISLAND HIGH SCHOOL
Floyd E. Hiott, Principal
1000 Fort Johnson Road
Charleston, S.C. 29412
Phone: 795-5450

To: McPherson/Payroll
From: Lynn Shaddrix
Subject: Employee's taxes
Date: May 17, 1985

Theodora:

Please change the taxes for the employee whose new tax form is attached.

Thanks for your help.

Lynn Shaddrix

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Avis TO: (Payroll): Theo DATE: 5-31-85

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350-00-01-1400-142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

On the register at this code he needs to be paid an additional supplement on 6-14-85. Please pay $54.0

YCR 001293

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Holly TO: (Payroll): Theo DATE: 4-3-96

NAME (full): Cherie Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0353-00-01-1700-142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓) Pay 205.71 Payment to be made one time only.

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001294

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Holly TO: (Payroll): Theo DATE: 7/31/85

NAME (full): Charles R. Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1140.112

(b) 0350.00.01.1900.142 (c) _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/19/85 (a) 19,805.00

(b) 1,282.00 (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001295

ADD A JOB TO EMPLOYEE ALREADY ON FILE

SOCIAL SECURITY [redacted]

3 11

Hmc 7/31/85
CLERK'S INITIALS CODE

FIRST NAME: Chairl/les | INT: R | LAST NAME: Smi1th

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIG	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
08	013	510	510	217	1114	1112	3	1	010	97	10	015

1 2 | 12 | 16 | 28 29 | 30 | 31 32 | 37

3-11 DUP
08-SAL
09-HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE
012119130	190							

38 44 | 45 47 | 48 51 | 53 | 55 60 | 61 66

START MO	DAY	YEAR			HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO
018	19	85	0	1				

67 | 72 73 74 | 38 | 41 42 | 46

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIG	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
							3					

1 2 | 12 | 16 | 28 29 | 30 | 31 32 | 37

3-11 DUP
08-SAL
09-HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

38 44 | 45 47 | 48 51 | 53 | 55 60 | 61 66

START MO	DAY	YEAR			HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO
			0	1				

67 | 72 73 74 | 38 | 41 42 | 46

T/C	DISTRICT	SCHOOL	PROJECT	FUND	FUNCTION	OBJECT	DESIG	EMPLOY TYPE	POSITION CODE	GRADE	STEP	PAY PERIOD
							3					

1 2 | 12 | 16 | 28 29 | 30 | 31 32 | 37

3-11 DUP
08-SAL
09-HRLY

FISCAL SALARY	JOB DAYS	REMAIN DAYS	DAYS IN FIRST PAY	REMAINING PAY PERIODS	PAY PERIODS FROM	PAY PERIODS TO	DAILY RATE	PAY PERIOD RATE

38 44 | 45 47 | 48 51 | 53 | 55 60 | 61 66

START MO	DAY	YEAR			HOURLY RATE	SCHEDULED HOURS	PAY PERIODS FROM	PAY PERIODS TO
			0	1				

67 | 72 73 74 | 38 | 41 42 | 46

YCR 001296

TO: Personnel

FROM: James Island School District # 3

SUBJECT: New Teacher Certificate Attached

DATE: February 25, 1986

New South Carolina State Board of Education Teaching Credential for:

Name Charles Roy Smith

Soc. Sec. No. [redacted]

Certificate No. 108615

Class Professional Certificate- Masters Degree

Valid Period July 1, 1985

Expires June 30, 1986

Endorsements 65 Health and Physical Education
24 Geography

Place of Employment James Island High School

Date of Issue February 18, 1986

Years Experience 10

RECEIVED
FEB 26 1986

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Wally TO: (Payroll): Theo DATE: 7/30/86

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00-01-1900-142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/18/86 (a) 1,970.00

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

Wrestling 9 yrs 1470.00

Golf 10 yrs 500.00

1,970.00

YCR 001298

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Holly TO: (Payroll): Theodora DATE: 8/27/86

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01-1140-112

(b) 0350.50.27.1140.112 (c) _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/18/86 (a) 20,955.-

(b) 2,442.- (c) _____ (d) _____

New f/y Salary: 23,397.-

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

Expired cert.

YCR 001299

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Holly TO: (Payroll): Theodora DATE: 9/23/86

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1140.112

(b) 0350.50.29.1140.112 c 0350.00.01.1900.142 (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 5/18/86 (a) 21,389.00

(b) 2,493.00 (c) 1,970.00 (d) _____

New f/y Salary: 25,852.00

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

New cert.

YCR 001300

TO: Personnel

FROM: James Island School District # 3

SUBJECT: New Teacher Certificate Attached

DATE: September 16, 1986

New South Carolina State Board of Education Teaching Credential for:

Name Charles Roy Smith

Soc. Sec. No. [redacted]

Certificate No. 108615

Class Professional Certificate- Masters Degree

Valid Period July 1, 1986

Expires June 30, 1990

Endorsements 65 Health and Physical Education

24 Geography

Place of Employment James Island HIgh School

Date of Issue September 5, 1986

Years Experience 11

RECEIVED
SEP 17
...PERSONNEL

Internal Revenue Service
District Director

Department of the Treasury

Name of Employee:
Charles Smith
SSN [redacted]

Da July 21, 1987

Charleston Co. School District
Personnel Division
2100 Leeds Avenue
Charleston, S.C. 29405

Gentlemen:

Your employee named above authorized a change in the amount to be withheld from wages. A copy of the new Form W-4, Employee's Withholding Allowance Certificate, is enclosed.

As soon as possible, please start using the new certificate as the basis for withholding income tax from this person's wages.

Thank you for your cooperation.

Sincerely yours,
M. E. Gomer
TSR

Enclosure:
Form W-4

RECEIVED
JUL 23 1987
PERSONNEL

835 Assembly St., Columbia, SC 29201

Letter 1181(DO) (12-77)

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 8/24/90

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350-00-01-1140-112

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/20/90 (a) 29,880

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001303

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 7/19/90

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1140.112

(b) 0350.00.01.1900.142 c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/1/90 (a) 29.318

(b) $2150 (c) _____ (d) _____

New f/y Salary: $31,468

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001304

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 7/5/91

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 7/29/91 (a) 3850

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 12/19/90

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓ Pay $153.57 1/4/91 Play-off football (ONE TIME ONLY)

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001306

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 11/5/90

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/20/90 (a) $3750

(b) _____ (c) _____ (d) _____

New f/y Salary: 3,750 S.(

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001307

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 12-17-91

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓) Pay $214.30 on 1-3-92 football play-off one time only

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001308

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Theodora DATE: 11-25-92

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓) Pay $160.71 on 12/18/92 football Play-off ONE TIME ONLY

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001309

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Ck DATE: 5-28-93

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓) Pay $283.34 on 6/18/93 (Softball Play-off) One Time Only

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001310

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Sharon DATE: 7-14-93

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

COOING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8-2-93 (a) $4,050

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____
(DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001311

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): Sharon DATE: 6/3/94

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. ( ) SALARY CHANGE:

Effective Date: _____ (a) _____

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. (✓) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

(✓) Pay ON 6/17/94 $291.66 Softball Play-off

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. ( ) REACTIVATE (at above coding):

Effective Date: _____

YCR 001312

010-0102 (Rev. 7/84)

CHANGE FORM

(Make in duplicate, keep copy)

FROM (Personnel): Ruby TO: (Payroll): CC DATE: 11/14/94

NAME (full): Charles Smith

SOCIAL SECURITY NUMBER: [redacted]

CODING (Cost Center, Project Number, Fund, Account Number): (a) 0350.00.01.1900.142

(b) _____ c _____ (d) _____

I. (✓) SALARY CHANGE:

Effective Date: 8/15/94 (a) #750

(b) _____ (c) _____ (d) _____

New f/y Salary: _____

II. ( ) EMPLOYEE TYPE CHANGE: (Give starting/ending date)

TO: _____

III. ( ) ADJUSTMENTS:

( ) Deduct _____

( ) Refund _____

( ) Pay _____

IV. ( ) LEAVE OF ABSENCE:

A. From: _____

B. Has returned effective: _____ (DATE)

V. (✓) REACTIVATE (at above coding):

Effective Date: 8/15/94

YCR 001313

010-0093
Rev. 8/7/86

CHARLESTON COUNTY SCHOOL DISTRICT

DIVISION OF PERSONNEL

PERSONNEL ACTION FORM

RECEIVED
NOV 4 1994
DISTRICTS 3 & 9
AREA SUPERINTENDENT

NAME OF EMPLOYEE CHARLES SMITH

SOCIAL SECURITY NUMBER [redacted]

POSITION Boys Tennis Coach

SCHOOL/DEPARTMENT JAMES ISLAND HIGH SCHOOL/0350

EFFECTIVE DATE NOVEMBER 2, 1994

( ) NEW POSITION ( ) TRANSFER ( ) PROMOTION (X) REPLACEMENT

(X) FULL TIME ( ) PART TIME ( ) TEMPORARY ( ) SUBSTITUTE

( ) ASSIGNMENT CHANGE ON CONTRACT OR IN POSITION FROM _____

_____ TO _____

Employee's Signature _____

REPLACEMENT/SUBSTITUTE FOR J. Ronnie DuPre

PLEASE COMPLETE ALL CODING INFORMATION (Please designate FTE for each account.)

Cost Center	Project No.	Fund	Function	Object	FTE
		0350-00-01-1900-142-3			

COMMENTS: 0 years coaching experience.

REQUESTED BY: _____ 11/4/94
Department Head/Principal Date

APPROVED BY: _____ 11/10/94
Area/Deputy Superintendent Date

Received NOV 1994 Personnel Action Office

PERSONNEL APPROVAL: _____ _____
Date

YCR 001314

NATIONAL TEACHER EXAMINATIONS

REPORT OF SCORES

NAME	SEX	[redacted]	CENTER	REGISTRATION NO.	REPORTING CODE
SMITH CHARLES R	M		1108	097090	8086

[redacted]

TEST DATE		COMMON EXAMINATIONS										†	AREA EXAMINATION			COMPOSITE NTE SCORE	
		PROFESSIONAL EDUCATION TEST		GENERAL EDUCATION TESTS						WEIGHTED COMMON EXAM. TOTAL (WCET)							
				Written English Expr.		Soc. Studies, Lit., and Fine Arts		Science and Math									
Month	Year	Score	%ile Rank	Score	%ile Rank	Score	%ile Rank	Score	%ile Rank	Score	%ile Rank		Exam Code - Name	Score	%ile Rank	Score	%ile Rank
11	75	45	11	38	03	44	08	49	13	451	07		14-MEN'S PHYSICAL ED	540	18	0991	15
**********		NO OTHER SCORES HAVE BEEN FOUND ON FILE FOR THIS CANDIDATE											**********				

† An asterisk (*) indicates that this candidate has had some post-graduate training; percentile ranks for all Common Examinations scores are based on an unweighted sample of advanced candidates.

ROA1866

YCR 001315

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

SPES — T-3

VALID PERIOD	YEARS EXPERIENCE AT DATE OF ISSUE
JUL 01 75 THRU JUNE 30 19 80	00 MAR 30 1976

ENDORSEMENTS

65 HEALTH AND PHYSICAL EDUCATION Y
24 GEOGRAPHY

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: BACHELORS DEGREE

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY

[redacted]

J. B. Bradley — CHAIRMAN, STATE BOARD

Cyril B. Busbee — STATE SUPERINTENDENT

John F. Maynard — DIRECTOR, TEACHER CERTIFICATION

ROA1867

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

Stelin Pruitt — T-3

VALID PERIOD	YEARS EXPERIENCE AT DATE OF ISSUE
JUL 01 78 THRU JUNE 30 19 80	02 JUL 24 1978

ENDORSEMENTS

65 HEALTH AND PHYSICAL EDUCATION 5
24 GEOGRAPHY

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: BACHELOR DEGREE + 18 SEMESTER HRS

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY

SOCIAL SECURITY NO. [redacted]

[redacted]

R H Burton — CHAIRMAN, STATE BOARD OF EDUCATION

Cyril B. Busbee — STATE SUPERINTENDENT

John F. Maynard — DIRECTOR, TEACHER CERTIFICATION

YCR 00156

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIA

(SUPERINTENDENT'S COPY)

Tilas Point #3

VALID PERIOD	YEARS EXPERIENCE AT DATE OF ISSUE	ENDORSEMENTS
JUL 01 79 THRU JUNE 30 1980	03 AUG 09 1979	65 HEALTH AND PHYSICAL EDUCATION 5 24 GEOGRAPHY

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

CREDENTIAL NUMBER: 108015

SMITH CHARLES ROY
1082 QUAIL
CHARLESTON S C 29412

[redacted]

Joseph D. Parker — CHAIRMAN, STATE BOARD OF EDUCATION

Charles D. Williams — STATE SUPERINTENDENT

John F. Maynard — DIRECTOR, TEACHER CERTIFICATION

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

ROA1866

Tilas Point #3

VALID PERIOD	YEARS EXPERIENCE AT DATE OF ISSUE	ENDORSEMENTS
JUL 01 80 THRU JUNE 30 1985	04 MAY 16 1980	65 HEALTH AND PHYSICAL EDUCATION 5 24 GEOGRAPHY

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

CREDENTIAL NUMBER: 108015

SMITH CHARLES ROY
1082 QUAIL
CHARLESTON S C 29412

[redacted]

James D Green — CHAIRMAN STATE BOARD OF EDUCATION

Charles D. Williams — STATE SUPERINTENDENT

John F. Maynard — DIRECTOR, TEACHER CERTIFICATION

YCR 001317

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

James Delano Jr. #3

VALID PERIOD: UL 01 85 THRU JUNE 30 1986

YEARS EXPERIENCE AT DATE OF ISSUE: 10 FEB 18 1986

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

ENDORSEMENTS: 65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY

5

CREDENTIAL NUMBER: 08615

SMITH CHARLES ROY

[redacted]

[redacted]

Elmer L. Knight
DIRECTOR OF TEACHER CERTIFICATION

Walter E. Lavell
CHAIRPERSON, ST BD. OF EDUCATION

Charles D. Williams
STATE SUPERINTENDENT

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

ROA1869

James Delano Hughes III

VALID PERIOD: JUL 01 86 THRU JUNE 30 1990

YEARS EXPERIENCE AT DATE OF ISSUE: 11 SEP 05 1986

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

ENDORSEMENTS: 65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY

5

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY

[redacted]

[redacted]

Elmer L. Knight
DIRECTOR OF TEACHER CERTIFICATION

Walter E. Lavell
CHAIRPERSON, ST. BD. OF EDUCATION

Charles D. Williams
STATE SUPERINTENDENT

YCR 001318

TEACHING CREDENTIAL
(SUPERINTENDENT'S COPY)

JHS

VALID PERIOD: JUL 01 95 THRU JUNE 30 2000

YEARS EXPERIENCE AT DATE OF ISSUE: 19 JUN 07 1995

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

ENDORSEMENTS: 5
65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY

[redacted]

[redacted]

Celia B. Gettys
CHAIR, STATE BOARD OF EDUCATION

Barbara L. Nielsen
STATE SUPERINTENDENT OF EDUCATION

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL
(SUPERINTENDENT'S COPY)

ROA1870

JHS

VALID PERIOD: JUL 01 95 THRU JUNE 30 2000

YEARS EXPERIENCE AT DATE OF ISSUE: 20 SEP 14 1995

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS PLUS 30

ENDORSEMENTS: 5
65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY

SOCIAL SECURITY NO. [redacted]

[redacted]

Celia B. Gettys
CHAIR, STATE BOARD OF EDUCATION

Barbara L. Nielsen
STATE SUPERINTENDENT OF EDUCATION

YCR 001319

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

James Island High #3

VALID PERIOD: JUL 01 90 THRU JUNE 30 1995

YEARS EXPERIENCE AT DATE OF ISSUE: 15 AUG 15 1990

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS DEGREE

ENDORSEMENTS: 5
65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY [redacted]

[redacted]

Elmer L. Knight
DIRECTOR OF TEACHER CERTIFICATION

John C. Shiflet Jr.
CHAIRPERSON, STATE BOARD OF EDUCATION

Charlie G. Williams
STATE SUPERINTENDENT

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

Roomp. #357200

JIHS

VALID PERIOD: JUL 01 95 THRU JUNE 30 2000

YEARS EXPERIENCE AT DATE OF ISSUE: 23 APR 03 1999

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS PLUS 30

ENDORSEMENTS: 7
65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY
63 DRIVER TRAINING

CREDENTIAL NUMBER: 108615

SMITH CHARLES ROY [redacted]

SOCIAL SECURITY NO. [redacted]

Sandra G. Rowe
DIRECTOR, OFFICE OF TEACHER EDUCATION, CERTIFICATION AND EVALUATION

Coretype S. Williams
CAROLYN S. WILLIAMS
CHAIR, STATE BOARD OF EDUCATION

Inez Moore Tenenbaum
INEZ MOORE TENENBAUM
STATE SUPERINTENDENT OF EDUCATION

YCR 001320

010-0082

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME Smith Charles (LAST / FIRST / MIDDLE INT.) DEPT. OR SCH. Stiles Point DATE OF EMP. 10-8-75

S.S. # [redacted] SCH. YR. 75-76 ACC. SICK LEAVE

MON.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
JUL																																
AUG																																
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MAY																																
JUN																																

GRAND TOTAL

S = PERSONAL ILLNESS
IF = ILLNESS IN IMM. FAMILY
E = EMERGENCY
D = DEATH IN FAMILY
PB = PERSONAL BUSINESS
WP = WITHOUT PAY
P = PROFESSIONAL
J = JURY DUTY
M = MARRIAGE
V = VACATION
LA = LEAVE OF ABSENCE
UA = UNEXCUSED ABSENCE
291.1 = IN. SERVICE
H = HOLIDAY
RH = RELIGIOUS HOLIDAY
SC = SCHOOL CLOSED
MO = MILITARY OBLIGATION
US = UNDER SUSPENSION
PL = PERSONAL LEAVE

S=Sub Pay Deducted
F=Full Pay Deducted

010-0082

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME Smith, Charles (LAST / FIRST / MIDDLE INT.) DEPT. OR SCH. Baxter Patrick DATE OF EMP. 10-8-75

S.S. # [redacted] SCH. YR. 76-77 ACC. SICK LEAVE 5

MON.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
JUL																																
AUG																																
SEP																																
OCT																		S														
NOV																																
DEC	S																															
JAN										S																						
FEB																																
MAR																																
APR																																
MAY																																
JUN																																

GRAND TOTAL

S = PERSONAL ILLNESS
IF = ILLNESS IN IMM. FAMILY
E = EMERGENCY
D = DEATH IN FAMILY
PB = PERSONAL BUSINESS
WP = WITHOUT PAY
P = PROFESSIONAL
J = JURY DUTY
M = MARRIAGE
V = VACATION
LA = LEAVE OF ABSENCE
UA = UNEXCUSED ABSENCE
291.1 = IN. SERVICE
H = HOLIDAY
RH = RELIGIOUS HOLIDAY
SC = SCHOOL CLOSED
MO = MILITARY OBLIGATION
US = UNDER SUSPENSION
PL = PERSONAL LEAVE

S=Sub Pay Deducted
F=Full Pay Deducted

YCR 001321

010-0082

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME Smith Charles DEPT. OR SCH. Stiles Point DATE OF EMP. 10-8-75
LAST FIRST MIDDLE INT.
S. # [redacted] SCH. YR. 77-78 ACC. SICK LEAVE 14

MON.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTA
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SEP																																
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DEC																																
JAN																																
FEB													S				291.1															
MAR																																
APR																																
MAY																																
JUN																																

GRAND TOTAL

S = PERSONAL ILLNESS
IF = ILLNESS IN IMM. FAMILY
E = EMERGENCY
D = DEATH IN FAMILY
PB = PERSONAL BUSINESS
WP = WITHOUT PAY
P = PROFESSIONAL
J = JURY DUTY
M = MARRIAGE
V = VACATION
LA = LEAVE OF ABSENCE
UA = UNEXCUSED ABSENCE
291.1 = IN. SERVICE
H = HOLIDAY
RH = RELIGIOUS HOLIDAY
SC = SCHOOL CLOSED
MO = MILITARY OBLIGATION
US = UNDER SUSPENSION
PL = PERSONAL LEAVE

S=Sub Pay Deducted
F=Full Pay Deducted

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME [redacted] LAST FIRST I SCH # SCHOOL NAME

S.S. # [redacted] SCHOOL YEAR EMPLOYMENT DATE

BEGINN
BALAN
VACATION
SICKNESS

ADDITI
DATE
V
S

AMOUN
TAKEI
VACATION
SICKNESS

FINAL
BALANC
VACATION
SICKNESS

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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S -- PERSONAL ILLNESS
IF -- ILLNESS IN IMM FAMILY
E -- EMERGENCY
D -- DEATH IN FAMILY
PB -- PERSONAL BUSINESS
WP -- WITHOUT PAY
P -- PROFESSIONAL
J -- JURY DUTY
PL -- PERSONAL LEAVE
V -- VACATION
LA -- LEAVE OF ABSENCE
UA -- UNEXCUSED ABSENCE
IT -- IN-SERVICE TRAINING
RH -- RELIGIOUS HOLIDAY
SC -- SCHOOL CLOSED
MO -- MILITARY OBLIGATION
US -- UNDER SUSPENSION

'/' INDICATES ½ D

YCR 001322

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1979-80 EMPLOYMENT DATE 10/08/75

10/16/79

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE	
VACATION	
SICKNESS	47.0

ADDITIONS	DATE	#
V		
S		

AMOUNTS TAKEN	
VACATION	
SICKNESS	

FINAL BALANCE	
VACATION	
SICKNESS	47.0

ROA1874

YCR 001323

PERSONNEL DIV[illegible]N

EMPLOYEE ATTENDA[illegible]E RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1979-80 EMPLOYMENT DATE 10/08/75

01/16/80

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP															S																
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MAY																															
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 47.0

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 1.0

FINAL BALANCE
VACATION
SICKNESS 46.0

ROA1875

YCR 001324

PERSONNEL [illegible]ION

EMPLOYEE ATTEND[illegible]CE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1979-80 EMPLOYMENT DATE 10/08/75

04/15/80

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
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MAR			SC																					SB							
APR																															
MAY																															
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE	
VACATION	
SICKNESS	47.0

ADDITIONS	DATE	#
V		
S		

AMOUNTS TAKEN	
VACATION	
SICKNESS	5.0

FINAL BALANCE	
VACATION	
SICKNESS	42.0

ROA1876

YCR 001325

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I)

0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted]

SCHOOL YEAR 1979-80

EMPLOYMENT DATE 10/08/75

07/14/80

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP															S																
OCT																															
NOV																															
DEC										S														S							
JAN						S									S																
FEB						S																		SB							
MAR			SC											SB							SB					PB			PB			
APR																															
MAY	SB	SB																													
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

* TRANSACTIONS SUMMARY *

BEGINNING BALANCE
VACATION
SICKNESS 47.5

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 5.0

FINAL BALANCE
VACATION
SICKNESS 42.5

ROA1877

YCR 001326

PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 6305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1980-81 EMPLOYMENT DATE 10/08/75

07/22/81

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
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JAN									IF													SB									
FEB													SB						SB	SB				S							
MAR																													SB		
APR										SB																					
MAY																															
JUN																															

BEGINNING BALANCE
VACATION
SICKNESS 42.0

ADDITIONS
DATE #
V
S 07/16 13.0

AMOUNTS TAKEN
VACATION
SICKNESS 1.0

FINAL BALANCE
VACATION
SICKNESS 54.0

* TRANSACTIONS SUMMARY *

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

ROA1878

YCR 001327

PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) P (I) 0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1981-82 EMPLOYMENT DATE 10/08/75

07/22/82

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																								S	S						
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JAN																															
FEB												SB											PP								
MAR																							SB					S			
APR														SB																	
MAY																															
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S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE	
VACATION	
SICKNESS	41.0

ADDITIONS	DATE	#
V		
S	07/15	26.0

AMOUNTS TAKEN	
VACATION	
SICKNESS	5.0

FINAL BALANCE	
VACATION	
SICKNESS	62.0

ROA1879

YCR 001328

PERSONNEL DIVISI

Q23

EMPLOYEE ATTENDANC RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0305 (SCH #) STILES POINT ELEM (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1982-83 EMPLOYMENT DATE 10/08/75

07/14/83

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
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SEP																															
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DEC							S							S																	
JAN																					SC										
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MAR																															
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MAY																															
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S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

* TRANSACTIONS SUMMARY *

BEGINNING BALANCE	
VACATION	
SICKNESS	49.0

ADDITIONS	DATE	#
V		
S	07/16	26.0

AMOUNTS TAKEN	
VACATION	
SICKNESS	2.0

FINAL BALANCE	
VACATION	
SICKNESS	73.0

ROA1880

YCR 001329

PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1983-84 EMPLOYMENT DATE 10/08/75

07/12/84

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
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JAN																											S				
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MAR	SB							S																							
APR													S													SB					
MAY									SB	SB	SB	SB									S										
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 60.0

ADDITIONS
DATE #
V
S 08/16 25.0

AMOUNTS TAKEN
VACATION
SICKNESS 4.0

FINAL BALANCE
VACATION
SICKNESS 81.0

ROA1881

YCR 001330

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1984-85 EMPLOYMENT DATE 10/08/7[illegible]

07/15/8[illegible]

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP												IF					S							S						
OCT			IF																												
NOV																															
DEC				S																											
JAN									IF	IF	IF					IF							IF								
FEB																															
MAR																															
APR																						IF	IF	IF							
MAY																															
JUN																															

BEGINNING BALANCE	
VACATION	
SICKNESS	88.0

ADDITIONS

	DATE	#
V		
S	08/16	12.0

AMOUNTS TAKEN

VACATION	
SICKNESS	13.0

FINAL BALANCE	
VACATION	
SICKNESS	87.0

TRANSACTIONS SUMMARY

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

ROA1882

YCR 001331

PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1985-86 EMPLOYMENT DATE 10/08/75

07/11/86

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																									IF						
OCT																										IF					
NOV								S				IF			S																
DEC						S																									
JAN																															
FEB																			S	S							PB				
MAR																		S													
APR																															
MAY														S																	
JUN																															

BEGINNING BALANCE	
VACATION	
SICKNESS	99.0

ADDITIONS

	DATE	#
V		
S		

AMOUNTS TAKEN

VACATION	
SICKNESS	10.0

FINAL BALANCE	
VACATION	
SICKNESS	89.0

TRANSACTIONS SUMMARY

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

ROA1883

YCR 001332

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 035 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1986-87 EMPLOYMENT DATE 10/08/75

07/09/87

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP								S																	S						
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NOV																															
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APR							S																								
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JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY
P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE
IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 1[illegible]

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 6.[illegible]

FINAL BALANCE
VACATION
SICKNESS 95.[illegible]

ROA1884

YCR 001333

CHARLESTON COUNTY SCHOOL DISTRICT
PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1987-88 EMPLOYMENT DATE 10/03/75

07/08/39

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
OCT																											P½				
NOV																				S											
DEC																															
JAN																															
FEB								IF	IF																						
MAR																															
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S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 107.0

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 5.0

FINAL BALANCE
VACATION
SICKNESS 102.0

ROA1885

YCR 001334

PERSONNEL DI[illegible]ON

EMPLOYEE ATTENDA[illegible]CE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1988-89 EMPLOYMENT DATE 10/08/75

07/06/89

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
OCT													SB				IF														
NOV	SB															S					S										
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FEB																															
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APR				D	D	D																			SB	SB			SB	SB	
MAY																															
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 114.0

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 9.0

FINAL BALANCE
VACATION
SICKNESS 105.0

ROA1886

YCR 001335

CHARLESTON COUNTY SCHOOL DISTRICT

PERSONNEL DIVISION

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH #) JAMES ISLAND HIGH (SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1989-90 EMPLOYMENT DATE 10/08/75

07/02/90

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
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SEP																									SB						
OCT															SB		SB												SB		
NOV						SB					IF																				
DEC																						IF									
JAN							SB							IF								IF									
FEB																						IF									
MAR	P	B																						S							
APR				/						SB														SB	SB			SB	SB		
MAY																															
JUN	S																														

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM. FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE
VACATION
SICKNESS 117.0

ADDITIONS
DATE #
V
S

AMOUNTS TAKEN
VACATION
SICKNESS 6.0

FINAL BALANCE
VACATION
SICKNESS 111.0

ROA1887

YCR 001336

PERSONNEL D[illegible]ON

EMPLOYEE ATTENDA[illegible]CE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 035C JAMES ISLAND HIGH (SCH # / SCHOOL NAME)

S.S. # [redacted] SCHOOL YEAR 1990-91 EMPLOYMENT DATE 10/08/75

07/12/91

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
OCT					S	S																									
NOV							S	S								S	S									S	S	S			
DEC					S	S																									
JAN																															
FEB																					I	F									
MAR					I	F	I	F																							
APR								J																					/I		
MAY																						I	F	S	S	S	S		S	S	S
JUN																															

S — PERSONAL ILLNESS
IF — ILLNESS IN IMM FAMILY
E — EMERGENCY
D — DEATH IN FAMILY
PB — PERSONAL BUSINESS
WP — WITHOUT PAY

P — PROFESSIONAL
J — JURY DUTY
PL — PERSONAL LEAVE
V — VACATION
LA — LEAVE OF ABSENCE
UA — UNEXCUSED ABSENCE

IT — IN-SERVICE TRAINING
RH — RELIGIOUS HOLIDAY
SC — SCHOOL CLOSED
MO — MILITARY OBLIGATION
US — UNDER SUSPENSION

'/' INDICATES ½ DAY

TRANSACTIONS SUMMARY

BEGINNING BALANCE	
VACATION	
SICKNESS	123.0

ADDITIONS	DATE	#
V		
S		

AMOUNTS TAKEN	
VACATION	
SICKNESS	4.0

FINAL BALANCE	
VACATION	
SICKNESS	119.0

ROA1888

YCR 001337

CHARLESTON COUNTY SC[illegible]OL DISTRICT
PERSONNEL DIV[illegible]N

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) D350 (SCH#) JAMES ISLAND HIGH (SCHOOL NAME)

[redacted] (SS#) 1991-92 (SCHOOL YEAR) EMPLOYMENT DATE 10/08/75 SCHEDULED HRS 7.00

07/16/92

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
OCT				7Z																											
NOV					7I			7Z																							
DEC									7I				7Z																		
JAN																															
FEB																															
MAR				7S																											
APR																						7Z									
MAY						7Z												7B			7Z	7Z			7Z	7Z					
JUN																															

A - LEAVE OF ABSENCE
B - PERSONAL BUSINESS
C - SCHOOL CLOSED
D - DEATH IN FAMILY
H - HOLIDAY
I - ILLNESS IN FAMILY
J - JURY DUTY
M - MILITARY
P - PROFESSIONAL LEAVE
Q - EXTENDED SICK LEAVE
R - RELIGIOUS HOLIDAY
S - PERSONAL ILLNESS
T - IN-SERVICE TRAINING
U - UNEXCUSED ABSENCE
V - VACATION
W - WITHOUT PAY
X - UNDER SUSPENSION
Y - WORKER'S COMP
Z - SCHOOL BUSINESS

** DAYS ** AMOUNTS TAKEN	
VACATION	
SICKNESS	3.0

FINAL BALANCE	
VACATION	
SICKNESS	128.1
EMERGENCY	5.0

** HOURS ** AMOUNTS TAKEN	
VACATION	
SICKNESS	21

FINAL BALANCE	
VACATION	
SICKNESS	897
EMERGENCY	35

ROA1889

YCR 001338

CHARLESTON COUNTY SCH DISTRICT
PERSONNEL DIVIS

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH#) JAMES ISLAND HIGH (SCHOOL NAME)

[redacted] (SS#) 1992-93 (SCHOOL YEAR) EMPLOYMENT DATE 10/08/75 SCHEDULED HRS 7.00

07/09/93

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																															
OCT		7Z																													
NOV																				7Z											
DEC										7S	7S																				
JAN																											7I				
FEB																															
MAR											7I	7I						7S	7S						7S						
APR																												7Z		7I	
MAY																											7Z	7Z			7Z
JUN	7Z																														

A - LEAVE OF ABSENCE
B - PERSONAL BUSINESS
C - SCHOOL CLOSED
D - DEATH IN FAMILY
H - HOLIDAY
I - ILLNESS IN FAMILY
J - JURY DUTY
M - MILITARY
P - PROFESSIONAL LEAVE
Q - EXTENDED SICK LEAVE
R - RELIGIOUS HOLIDAY
S - PERSONAL ILLNESS
T - IN-SERVICE TRAINING
U - UNEXCUSED ABSENCE
V - VACATION
W - WITHOUT PAY
X - UNDER SUSPENSION
Y - WORKER'S COMP
Z - SCHOOL BUSINESS

** DAYS ** AMOUNTS TAKEN	
VACATION	
SICKNESS	9.0

FINAL BALANCE	
VACATION	
SICKNESS	131.1
EMERGENCY	5.0

** HOURS ** AMOUNTS TAKEN	
VACATION	
SICKNESS	63

FINAL BALANCE	
VACATION	
SICKNESS	918
EMERGENCY	35

ROA1890

YCR 001339

CHARLESTON COUNTY SCHO[illegible]ISTRICT
PERSONNEL DIVISIO[illegible]

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) — 0350 (SCH#) JAMES ISLAND HIGH (SCHOOL NAME)

[redacted] (SS#) — 1993-94 (SCHOOL YEAR) — EMPLOYMENT DATE 10/08/75 — SCHEDULED HRS 7.00

07/07/94

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP									7B																						
OCT																															
NOV										7Z																					
DEC																															
JAN										7B																					
FEB																															
MAR																		4Z													
APR																	7S			7S			7S			7Z	7Z	7Z			7Z	7Z
MAY																															
JUN																															

A - LEAVE OF ABSENCE
B - PERSONAL BUSINESS
C - SCHOOL CLOSED
D - DEATH IN FAMILY
H - HOLIDAY
I - ILLNESS IN FAMILY
J - JURY DUTY
M - MILITARY
P - PROFESSIONAL LEAVE
Q - EXTENDED SICK LEAVE
R - RELIGIOUS HOLIDAY
S - PERSONAL ILLNESS
T - IN-SERVICE TRAINING
U - UNEXCUSED ABSENCE
V - VACATION
W - WITHOUT PAY
X - UNDER SUSPENSION
Y - WORKER'S COMP
Z - SCHOOL BUSINESS

**** DAYS ** AMOUNTS TAKEN**

VACATION	
SICKNESS	3.0

FINAL BALANCE

VACATION	
SICKNESS	140.1
EMERGENCY	5.0

**** HOURS ** AMOUNTS TAKEN**

VACATION	
SICKNESS	21

FINAL BALANCE

VACATION	
SICKNESS	981
EMERGENCY	35

ROA1891

YCR 001340

CHARLESTON COUNTY S[illegible]OL DISTRICT
PERSONNEL DIV[illegible]N

EMPLOYEE ATTENDANCE RECORD

NAME SMITH (LAST) CHARLES (FIRST) R (I) 0350 (SCH#) JAMES ISLAND HIGH (SCHOOL NAME)

[redacted] (SS#) 1994-95 (SCHOOL YEAR) EMPLOYMENT DATE 10/08/75 SCHEDULED HRS 7.00

07/11/95

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JUL																															
AUG																															
SEP																														Z	
OCT																															
NOV																															
DEC							Z		Z						J																
JAN																															
FEB															S																
MAR																S															
APR																															
MAY																S								Z	Z			Z	Z		
JUN																															

A - LEAVE OF ABSENCE
B - PERSONAL BUSINESS
C - SCHOOL CLOSED
D - DEATH IN FAMILY
H - HOLIDAY
I - ILLNESS IN FAMILY
J - JURY DUTY
M - MILITARY
P - PROFESSIONAL LEAVE
Q - EXTENDED SICK LEAVE
R - RELIGIOUS HOLIDAY
S - PERSONAL ILLNESS
T - IN-SERVICE TRAINING
U - UNEXCUSED ABSENCE
V - VACATION
W - WITHOUT PAY
X - UNDER SUSPENSION
Y - WORKER'S COMP
Z - SCHOOL BUSINESS

** DAYS ** AMOUNTS TAKEN

VACATION	
SICKNESS	3.0

FINAL BALANCE

VACATION	
SICKNESS	149.1
EMERGENCY	5.0

** HOURS ** AMOUNTS TAKEN

VACATION	
SICKNESS	21

FINAL BALANCE

VACATION	
SICKNESS	1044
EMERGENCY	35

ROA1892

YCR 001341

Form W-4
(Rev. October 1979)

Department of the Treasury—Internal Revenue Service

Employee's Withholding Allowance Certificate

Print your full name ▶ CHARLES ROY SMITH | Your social security number ▶ [redacted]

Address (including ZIP code) ▶ [redacted]

Marital status: ☐ Single ☒ Married ☐ Married, but withhold at higher Single rate

Note: *If married, but legally separated, or spouse is a nonresident alien, check the single block.*

1 Total number of allowances you are claiming (from line F of the worksheet on page 2) 1

2 Additional amount, if any, you want deducted from each pay (if your employer agrees) . . . . . $

3 I claim exemption from withholding because (see instructions and check boxes below that apply):

a ☐ Last year I did not owe any Federal income tax and had a right to a full refund of ALL income tax withheld, AND

b ☐ This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld. If both a and b apply, enter "EXEMPT" here . . . . . ▶

c If you entered "EXEMPT" on line 3b, are you a full-time student? . . . . . ☐ Yes ☐ No

Under the penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate, or if claiming exemption from withholding, that I am entitled to claim the exempt status.

Employee's signature ▶ Charles R Smith Date ▶ Feb 28, 1984

Employer's name and address (including ZIP code) (FOR EMPLOYER'S USE ONLY) | Employer identification number

Detach along this line

0350

S. C. Tax Commission
Form WH 1602 (Rev.)

SOUTH CAROLINA TAX COMMISSION
EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Name CHARLES ROY SMITH Social Security No. [redacted]

Street [redacted] City [redacted] State [redacted] Zip Code [redacted]

1. If SINGLE, and you claim an exemption, write the figure "1". If you claim no exemption write "0". If you claim and additional exemption for head of household, write "2". . . . . ____

2. If MARRIED, one exemption each for husband and wife if not claimed on another certificate.
(a) If you claim both of these exemptions, write the figure "2"
(b) If you claim one of these exemptions, write the figure "1" 1
(c) If you claim neither of these exemptions, write "0"

3. Exemptions for age and blindness (applicable only to you and your wife but not to dependents):
(a) If you or your wife will be 65 years of age or older at the end of the year; and you claim this exemption, write the figure "1"; if both will be 65 or older, and you claim both of these exemptions, write the figure "2" . . . . . ____
(b) If you or your wife are blind, and you claim this exemption, write the figure "1"; if both are blind, and you claim both of these exemptions, write the figure "2" . . . . . ____

4. If you claim exemptions for one or more dependents, write the number of such exemptions. (Do not claim exemption for a dependent unless you are qualified under Instruction 5 on other side.) 1

5. Add the number of exemptions which you have claimed above and write the total 1

NAMES OF DEPENDENTS
(Do not include yourself or spouse
See definition of dependent on reverse side)

1. KIMBERLY LYNN SMITH
2.
3.
4.
5.

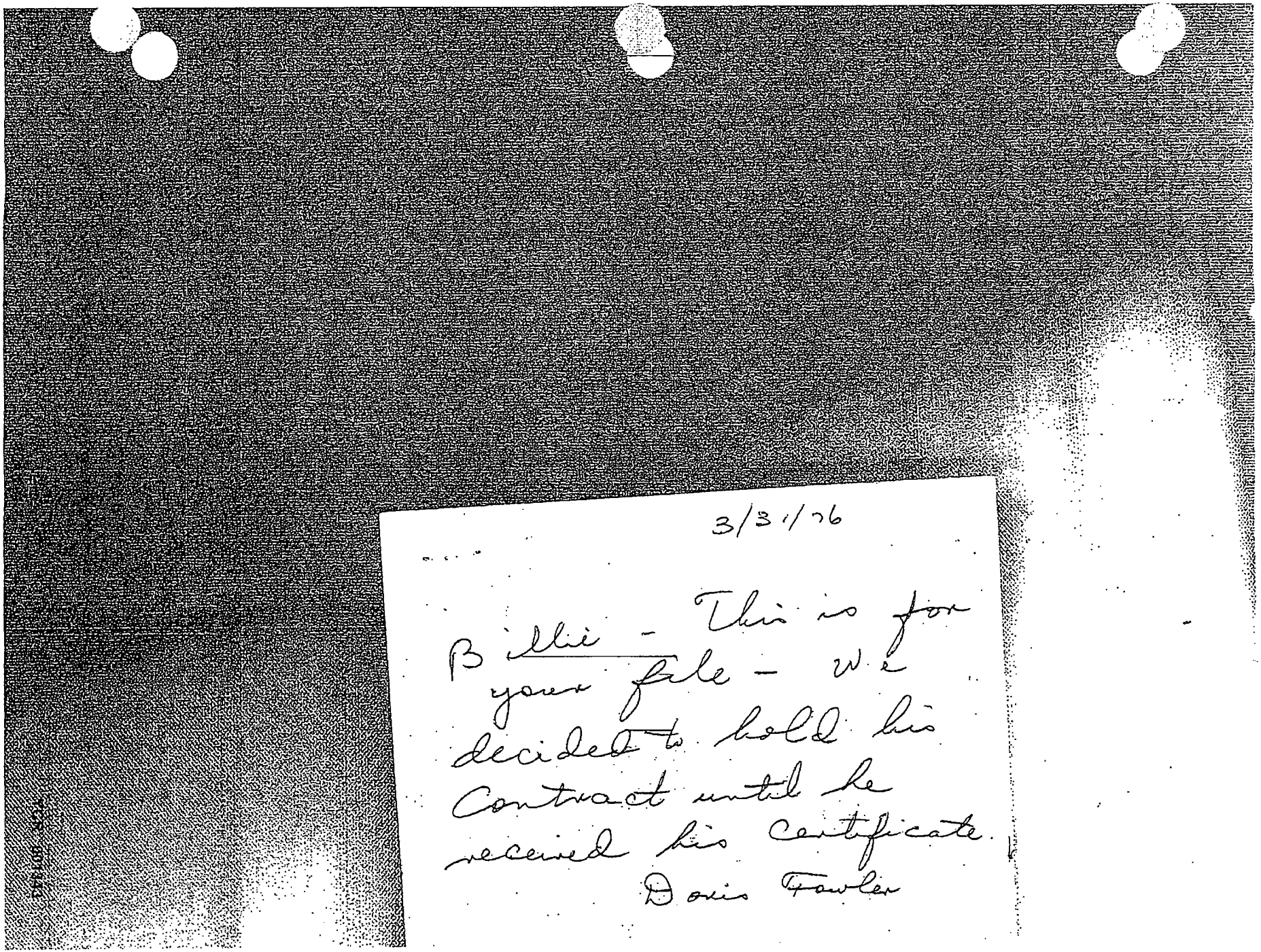
I certify that the number of exemptions claimed on this certificate does not exceed the number to which I am entitled.

2/28/84
Date

Charles R Smith
Signature

ROA1893

YCR 001342



3/31/76

Billie - This is for your file - We decided to hold his contract until he received his certificate.

Doris Fowler

Form W-4A — Employee's Withholding Allowance Certificate

▶ For Privacy Act and Paperwork Reduction Act Notice, see reverse.

OMB No. 1545-0010

1987

1 Type or print your full name: CHARLES SMITH

2 Your social security number: [redacted]

Home address (number and street or rural route): [redacted]

City or town, state, and ZIP code: [redacted]

3 Marital Status: ☐ Single ☑ Married ☐ Married, but withhold at higher Single rate

Note: *If married, but legally separated, or spouse is a nonresident alien, check the Single box.*

4 Total number of allowances you are claiming (from line G above, or from the Worksheets on back if they apply) . . . 4 0

5 Additional amount, if any, you want deducted from each pay . . . 5 $

6 I claim exemption from withholding because (check boxes below that apply):

a ☐ Last year I did not owe any Federal income tax and had a right to a full refund of ALL income tax withheld, AND

b ☐ This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld. If both a and b apply, enter the year effective and "EXEMPT" here . . . ▶ Year 19

c Are you a full-time student? ☐ Yes ☐ No

Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Employee's signature ▶ Charles R Smith Date ▶ 7-24, 1987

7 Employer's name and address (Employer: Complete 7, 8, and 9 only if sending to IRS) | 8 Office code | 9 Employer identification number

ROA1896

Form W-4 (Rev. Dec. 1975)
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

(This certificate is for income tax withholding purposes only; it will remain in effect until you change it.)

Type or print your full name: CHARLES ROY SMITH

Your social security number: [redacted]

Home address (Number and street or rural route): [redacted]

City or town, State and ZIP code: [redacted]

Marital status: ☐ Single ☒ Married (If married but legally separated, or spouse is a nonresident alien, check the single block.)

1 Total number of allowances you are claiming . . . 0

2 Additional amount, if any, you want deducted from each pay (if your employer agrees) . . . $

I certify that to the best of my knowledge and belief, the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled.

Signature ▶ Charles R Smith Date ▶ Feb 11, 1977

10—83587-1

YCR 001345

Form W-4 (January 1983) | Department of the Treasury Internal Revenue Service

Employee's Withholding Allowance Certificate

Expires 8-31-85

1 Type or print your full name: Charles R. Smith

2 Your social security number: [redacted]

Home address (number and street or rural route): [redacted]

City or town, State, and ZIP code: [redacted]

3 Marital Status: ☐ Single ☒ Married ☐ Married, but withhold at higher Single rate

Note: If married, but legally separated, or spouse is a nonresident alien, check the Single box.

4 Total number of allowances you are claiming (from line F of the worksheet on page 2) 2

5 Additional amount, if any, you want deducted from each pay . . . . . $ [redacted]

6 I claim exemption from withholding because (see instructions and check boxes below that apply):

a ☐ Last year I did not owe any Federal income tax and had a right to a full refund of ALL income tax withheld, AND

b ☐ This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld. If both a and b apply, enter the year effective and "EXEMPT" here . . ▶ Year

c If you entered "EXEMPT" on line 6b, are you a full-time student? . . . . . ☐ Yes ☐ No

Under the penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate, or if claiming exemption from withholding, that I am entitled to claim the exempt status.

Employee's signature ▶ Charles R Smith Date ▶ May 17, 1985

7 Employer's name and address (Employer: Complete 7, 8, and 9 only if sending to IRS)

8 Office code

9 Employer identification number

ROA1897

S. C. Tax Commission Form WH 1602 (Rev.)

SOUTH CAROLINA TAX COMMISSION
EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Name: Charles R. Smith Social Security No.: [redacted]

Street: [redacted] City: [redacted] State: [redacted] Zip Code: [redacted]

1. If SINGLE, and you claim an exemption, write the figure "1". If you claim no exemption write "0". If you claim and additional exemption for head of household, write "2".		NAMES OF DEPENDENTS (Do not include yourself or spouse See definition of dependent on reverse side)
2. If MARRIED, one exemption each for husband and wife if not claimed on another certificate. (a) If you claim both of these exemptions, write the figure "2" (b) If you claim one of these exemptions, write the figure "1" (c) If you claim neither of these exemptions, write "0"	1	Kimberly Lynn Smith
3. Exemptions for age and blindness (applicable only to you and your wife but not to dependents): (a) If you or your wife will be 65 years of age or older at the end of the year, and you claim this exemption, write the figure "1"; if both will be 65 or older, and you claim both of these exemptions, write the figure "2"		
(b) If you or your wife are blind, and you claim this exemption, write the figure "1"; if both are blind, and you claim both of these exemptions, write the figure "2"		
4. If you claim exemptions for one or more dependents, write the number of such exemptions. (Do not claim exemption for a dependent unless you are qualified under instruction 5 on other side.)	1	
5. Add the number of exemptions which you have claimed above and write the total	2	

I certify that the number of exemptions claimed on this certificate does not exceed the number to which I am entitled.

May 17, 1985
Date

Charles R Smith
Signature

YCR 001346

Depa[illegible] the Treasury
Inter[illegible]e Service

▶ For Privacy Act and Paperwork Reduction Act Notice, s[illegible]uctions.

1987

1 Ty[illegible]r full name
CHAR ROY SMITH

2 Your social [illegible] number
[redacted]

Home address (number and street or rural route)
[redacted]

City or town, state, and ZIP code
[redacted]

3 Marital Status
- ☐ Single
- ☑ Married
- ☐ Married, but withhold at higher Single rate

Note: *If married, but legally separated, or spouse is a nonresident alien, check the Single box.*

4 Total number of allowances you are claiming (from the Worksheet on page 3) 3

5 Additional amount, if any, you want deducted from each pay (see Step 4 on page 2) . . . . . $

6 I claim exemption from withholding because (see Step 2 above and check boxes below that apply):

a ☐ Last year I did not owe any Federal income tax and had a right to a full refund of **ALL** income tax withheld, **AND**

b ☐ This year I do not expect to owe any Federal income tax and expect to have a right to a full refund of ALL income tax withheld. If both a and b apply, enter the year effective and "EXEMPT" here . . . ▶ Year 19

c If you entered "EXEMPT" on line 6b, are you a full-time student? . . . . . ☐ Yes ☐ No

Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Employee's signature ▶ Charles R Smith Date ▶ Feb 13 , 19 87

7 Employer's name and address (Employer: Complete 7, 8, and 9 only if sending to IRS)
JAMES ISLAND HIGH SCHOOL
1000 FORT JOHNSON ROAD
CHARLESTON, S. C. 29412

8 Office code

9 Employer identification number

RDA1898

S. C. Tax Commission
Form WH 1602 (Rev.)

SOUTH CAROLINA TAX COMMISSION
EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Name CHARLES ROY SMITH Social Security No. [redacted]

Street [redacted] City [redacted] State [redacted] Zip Code [redacted]

1. If SINGLE, and you claim an exemption, write the figure "1". If you claim no exemption write "0". If you claim and additional exemption for head of household, write "2". 1

2. If MARRIED, one exemption each for husband and wife if not claimed on another certificate.
   (a) If you claim both of these exemptions, write the figure "2"
   (b) If you claim one of these exemptions, write the figure "1" . . . . . ____
   (c) If you claim neither of these exemptions, write "0"

3. Exemptions for age and blindness (applicable only to you and your wife but not to dependents):
   (a) If you or your wife will be 65 years of age or older at the end of the year, and you claim this exemption, write the figure "1"; if both will be 65 or older, and you claim both of these exemptions, write the figure "2" . . . . . ____
   (b) If you or your wife are blind, and you claim this exemption, write the figure "1"; if both are blind, and you claim both of these exemptions, write the figure "2" . . . . . ____

4. If you claim exemptions for one or more dependents, write the number of such exemptions. (Do not claim exemption for a dependent unless you are qualified under instruction 5 on other side.) . . . . ____
   Add the number of exemptions which you have claimed above and write the total . . . . . ____

NAMES OF DEPENDENTS
(Do not include yourself or spouse
See definition of dependent on reverse side)

I certify that the number of exemptions claimed on this certificate does not exceed the number to which I am entitled.

Oct 8, 1975
Date

Charles R Smith
Signature

YGR 001347

W-4
April 1975)
Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

(This certificate is for income tax withholding purposes only; it will remain in effect until you change it.)

Type or print your full name
CHARLES ROY SMITH

Your social security number
[redacted]

Home address (Number and street or rural route)
[redacted]

Marital status
☐ Single ☒ Married
(If married but legally separated, or spouse is a nonresident alien, check the single block.)

City or town, State and ZIP code
[redacted]

1 Total number of allowances you are claiming 1

2 Additional amount, if any, you want deducted from each pay (if your employer agrees) . . . . . $

I certify that to the best of my knowledge and belief, the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled.

Signature ▶ Charles R Smith Date ▶ Oct 8 19 75

ROA1899

YCR 001348

2004-05

Please update your info and return to Lynn a.s.a.p.

James Island High School

1000 Fort Johnson Road
Charleston, SC 29412

Nancy B. Gregory, Ed.D.
Principal

Telephone: (843) 762-2754
FAX (843) 762-5228

TEACHER/STAFF INFORMATION

DATE HIRED

PLEASE FILL IN THE BLANKS BELOW.

NAME as it appears on your certificate: CHARLES R SMITH

ADDRESS: [redacted] CITY: [redacted]

STATE: [redacted] ZIP CODE: [redacted]

DATE OF BIRTH: [redacted] TELEPHONES: [redacted] HOME
CELL

SOC. SEC.# [redacted] CERTIFICATE #: _____
(If applicable, please attach an updated copy of your teaching certificate to this form.)

MARITAL STATUS: M NAME OF SPOUSE: CHIAKI

SPOUSE'S WORK PHONE: _____
CELL PHONE: _____

EDUCATION:

College or University:	Degrees:
PARKLAND	ASSOCIATES
EASTERN	BACHELORS
CITADEL	MASTERS

College Major: PHYSICAL ED College Minor: DRIVERS ED

Subject Certified to Teach: P.E., DRIVERS ED, HEALTH ED.

EMERGENCY CONTACT INFORMATION (Other than spouse):

Name to Contact: LYNN SHADRIX	Relationship:
Address:	Telephone: Cell:
Doctor of Choice: GILBREATH	Hospital of Choice: ST FRANCIS
Any medical conditions we should be aware of? (Describe below)	

Robert E. Burke
Superintendent

Floyd E. Holt
Principal

CHARLESTON COUNTY SCHOOL DISTRICT

James Island High School
1000 Fort Johnson Road
Charleston, SC 29412
(803) 762-2754

TEACHER INFORMATION

9-28-88
Date

PLEASE GIVE THE INFORMATION REQUESTED BELOW:

Name as it appears on your certificate: Charles Roy Smith

Local Address: 1082 Quail Drive, Chas., SC Zip Code 29412

Maiden Name: N/A Date of Birth [redacted] Telephone [redacted]

Retirement #: [redacted] Social Security # [redacted]

Certificate #: 108615 Expiration Date: 1990

Marital Status: Married Name of Spouse: Chiaki K. Smith

Spouse's Work Telephone [redacted]

Years of Experience in Chas. County: ~~13~~ 14 Total Years Experience ~~13~~ 14

EDUCATION

College or University:	Degrees
Parkland College	Associate Degree in General Studies
Eastern Illinois University	BS in P.E. & Health
The Citadel	MED

College Major: Physical Education College Minor: Health-Drivers Ed.

Hours in Education: 53 hours Subjects certified to teach:

Physical Ed., Health, Geography

PLEASE FILL OUT THE EMERGENCY INFORMATION BELOW:
OR Lynn Shaddrix, 683 Dobester Ave., Chas., SC 29412--795-1625 or 762-2754

Name to contact: Chiaki K. Smith Relationship: wife

Address: same as above Telephone: 795-3508 or 556-1077x308

Doctor of choice: Dr. Russell E. Smith-795-3812
Dr. Maxwell Anderson-723-8693 Hospital of choice: St. Francis

Any medical conditions we should be aware of? No

SOUTH CAROLINA STATE BOARD OF EDUCATION

TEACHING CREDENTIAL

(SUPERINTENDENT'S COPY)

VALID PERIOD: JUL 01 95 THRU JUNE 30 2000

YEARS EXPERIENCE AT DATE OF ISSUE: 23 APR 03 1999

TYPE OF CREDENTIAL: PROFESSIONAL CERTIFICATE

CLASS: MASTERS PLUS 30

CREDENTIAL HOLDER: 108615

SMITH CHARLES ROY

[redacted]

SOCIAL SECURITY NO.: [redacted]

ENDORSEMENTS:
65 HEALTH AND PHYSICAL EDUCATION
24 GEOGRAPHY
63 DRIVER TRAINING

Sandra G. Rowe
DIRECTOR, OFFICE OF TEACHER EDUCATION, CERTIFICATION AND EVALUATION

Carolyn S. Williams
CAROLYN S WILLIAMS
CHAIR, STATE BOARD OF EDUCATION

Inez Moore Tenenbaum
INEZ MOORE TENENBAUM
STATE SUPERINTENDENT OF EDUCATION

YCR 001541

ROA1902

IS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

South Carolina State Board of Education

Educator Certificate

CHARLES ROY SMITH

[redacted]

Certificate Number	Social Security Number	Validity Period
106615	[redacted]	07/01/01 TO 06/30/06

Professional Certificate	Class	Experience
	Master's PLUS 30	20

Areas of Certification

Geography

Driver Training

Health & Physical Education

Date Printed
08/28/01

INEZ MOORE TENENBAUM
STATE SUPERINTENDENT OF EDUCATION

THIS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

THIS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

South Carolina State Board of Education

Educator Certificate

Charles Roy Smith
[redacted]

Certificate Number	Social Security Number	Validity Period
108615	[redacted]	07/01/05 TO 06/30/10

Professional Certificate	Class	Experience
	Masters Plus 30	30

Areas of Certification
65 - Health & Physical Education
64 - Driver Training
24 - Geography

INEZ MOORE TENENBAUM
STATE SUPERINTENDENT OF EDUCATION

Date Printed
7/12/2005

THIS CERTIFICATE IS A COPY IF THE BLUE COLORED BACKGROUND IS ABSENT

James Island Charter High School
1000 Fort Johnson Road
Charleston, SC 29412

Nancy B. Gregory, Ed.D., Principal

Telephone: (843) 762-2764
FAX: (843) 762-5228

Charles Smith
[redacted]

Dear Charlie Smith,

As you are aware from our discussion on September 22, 2004, I was upset by the way you handled the situation when you came upon two students in a compromising position.

As professionals and teachers, we are responsible for all children on school property at all times. As adults, we have to make the correct actions. This letter is to reiterate to you that the manner in which you chose to handle that situation was improper, and not what is expected from a professional school employee.

I hope that you take our discussion seriously, and it is my expectation that if you were to come upon an event of this nature at any point on school property (i.e. before school, during school, after school) that you would handle it in the manner that I described to you in detail.

While I realize you think you had reasons for handling it the way you did, it is important that you understand that it was not the proper way to handle it.

If you are still not sure, even after our discussion, on how a situation like this should be handled, please feel free to meet with me and Officer Heyward and we will go over additional details.

Sincerely,

Nancy Gregory

Nancy B. Gregory, Ed.D.
Principal

James Island Charter High School
1000 Fort Johnson Road
Charleston, SC 29412

Robert E. Bohnstengel, Principal

Telephone: (843) 762-2754
FAX: (843) 762-5228

October 19, 2007

Charles Smith
[redacted]

Dear Charlie,

Beginning Monday, October 22, 2007, you will be placed on leave with pay. This leave carries with it no personnel, performance, sanctions or monetary penalties. You should not return to this campus until contacted by me.

Sincerely,

Robert E. Bohnstengel
Principal

EXHIBIT 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	
	)	Case No.: 2010-CP-10-7699
JANE DOE	)	
	)	
Plaintiff,	)	**SECOND AMENDED COMPLAINT**
	)	**(JURY TRIAL REQUESTED)**
v.	)	
	)	
CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH	)	
	)	
Defendants.	)	

FILED
2011 MAR 22 PM 1:37
WILLIE J. ANDERSON
CLERK OF COURT

Plaintiff, Jane Doe, respectfully complains of the Defendants and alleges as follow:

1. Jane Doe is a pseudonym for a South Carolina resident who attended high school in Charleston County. She is bringing this action by way of pseudonym due to the sensitive and private nature of these allegations.

2. Defendant Charleston County School District is a public school district located in Charleston County, which used to own, control and operate James Island High School, which is located in Charleston County.

3. James Island High School is a charter school located in Charleston County which operates separately from the Charleston County School district and is run by it's own Board of Trustees.

4. Defendant Charles Smith was a teacher at James Island High School during the 1988-1989 school year.

5. In the 1988-1989 school year, Jane Does was a freshman student at James Island High School.

6. Defendant Smith was Jane Doe's teacher and/or coach at James Island High School. At all times relevant, Defendant Smith was acting within the scope of his employment, agency, and/or apparent agency as originated, tolerated, and/or condoned by the remaining Defendants named herein.

7. During the 1988-1989 academic year, Defendant Smith, using his authority as a teacher, employee, agent, and/or representative of the remaining Defendants, began giving Jane Doe rides home from school.

8. During that same time period, Defendant Smith, using his authority as a teacher, employee, agent, and/or representative of the remaining Defendants, integrated himself with Jane Doe and her mother.

9. During the 1988-1989 academic year, Defendant Smith, using his authority as a teacher, employee, agent, and/or representative of the remaining Defendants, began touching Jane Doe, a minor child, in inappropriate and sexual ways on the premises of James Island High School during school hours.

10. During that school year, Defendant Smith, using his authority as a teacher, employee, agent, and/or representative of the remaining Defendants, began a series of sexual assaults on the minor child Jane Doe.

11. The sexual assaults occurred on the premises owned, operated, or under the control of Defendant Charleston County School District and/or Defendant James Island High School, among other places.

12. The assaults caused the minor child Jane Doe to suffer physical and emotional distress so severe that she repressed the memories of the abuse for many years until her recollection in or around early 2007.

13. Defendant Smith is one of at least two teachers who were sexually assaulting student at James Island High School during that academic year.

14. Agents, employees, and/or representatives of James Island High School knew or should have known of the time that Defendant Smith was spending with Plaintiff and the harm that was resulting and/or likely to result to the Plaintiff.

15. Agents, employees, and/or representatives of the Defendants knew or should have known that its teachers, including Defendant Smith, were engaging in inappropriate sexual conduct with students.

16. Agents, employees, and/or representatives of the Defendants knew or should have known of Defendant Smith's sexual attraction and/or inappropriate conduct with minors, including the Plaintiff.

17. As a teacher, agent, employee, and/or representatives of the remaining Defendants named herein, Defendant Smith held a position of authority and trust over the student Plaintiff and owed a duty to Plaintiff to act in her best interests. Plaintiff reposed trust and confidence in Defendant Smith and expected he would act in her best interests.

18. As the employer and/or principal of Defendant Smith, Defendant James Island High School and Defendant Charleston County School District held similar positions of authority and trust over the student Plaintiff and owed similar duties to act with her best interests in mind. Plaintiff reposed trust and confidence in these Defendants and expected they would act in her best interests.

19. Defendant Smith had a duty to not abuse the position of authority and trust that he held over the Plaintiff, a duty to act in the Plaintiff's best interests, a duty to

refrain from engaging in sexual conduct with a student, and a duty to properly and adequately safeguard the Plaintiff while she was in his care, among other duties.

20. The sexual contact between Defendant Smith and the Plaintiff was inappropriate and a breach of the standard of care owed by teachers to students in the State of South Carolina.

21. It is the joint responsibility of the Defendants to ensure that sexual conduct does not occur between a teacher and a student and that the students, including the Plaintiff, are properly and adequately safeguarded, warned, or otherwise protected from such sexual conduct at the hands of a teacher and/or coach.

22. Defendant Charleston County School District and Defendant James Island High School has a duty to properly train its teachers not to engage in sexual misconduct during the 1988-1989 academic year, a duty to warn Plaintiff and others of Defendant Smith's propensities, to properly supervise and/or monitor its agents, employees, and/or representatives, including Defendant Smith, a duty to know of or to properly and adequately investigate its teachers interactions with the students, and a duty to properly and adequately safeguard or protect its students, including the Plaintiff, from sexual misconduct, among other duties.

23. Defendant Charleston County School District and Defendant James Island School District breached the aforementioned and other duties owed to Jane Doe by their acts and/or omissions regarding the Plaintiff and Defendant Smith, by failing and/or refusing to prevent the abuse suffered by the Plaintiff, and by failing and/or refusing to adequately or properly train, investigate, supervise, or otherwise control Defendant Smith, among other grossly negligent acts and/or omissions described herein.

24. As the proximate result of the Defendants' breaches, individually and collectively, Plaintiff has suffered damages in an amount to be determined by a jury.

25. Defendants are liable to the Plaintiff jointly and severally.

FOR A FIRST CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY
(Against all Defendants)

26. All prior allegations are incorporated into this cause of action as if fully set forth.

27. By and through the relationships described herein, Defendants entered into a fiduciary relationship with the Plaintiff. Additionally, by accepting physical custody of the minor plaintiff, as student at James Island High School, Defendants assumed the duty to act in *loco parentis* with respect to the Plaintiff to, among other things, protect the Plaintiff from known dangers, Smith included. The Defendants undertook a duty to provide a safe environment for Plaintiff, as well as for all children who attended the school. A relationship of trust and confidence, and therefore a fiduciary relationship, was formed.

28. By entering into a fiduciary relationship with Plaintiff, Defendants were obligated to act only in the best interests of Plaintiff. This duty extended to Defendants' agents and employees, Defendant Smith included.

29. Plaintiff reposed trust and confidence in Defendant Smith as her teacher, and counselor, and in Defendant James Island High School and Charleston County School District. As a result of the Defendants' acts and/or omissions described above, the Defendants breached the duties owed to the Plaintiff.

30. As a proximate result of the grossly negligent actions, inactions and breaches of fiduciary duties by the Defendants and through agents, Plaintiff was harmed and is entitled to actual, compensatory damages in an amount to be determined by the jury, and punitive damages in an amount sufficient to deter similar conduct by these Defendants and others.

FOR A SECOND CAUSE OF ACTION
GROSS NEGLIGENCE
(Against Defendants Charleston County School District and James Island High School)

31. All allegations above are incorporated herein as if fully set forth.

32. Charleston County School District and James Island High School owed duties to the Plaintiff, as articulated herein.

33. Charles Smith, on the premises of Charleston County School District and James Island High School, groomed the plaintiff and then sexually assaulted her on a number of occasions.

34. Charleston County School District and James Island High School knew or should have known that its teachers, including Defendant Smith, were engaging in inappropriate sexual conduct with students during the relevant time periods.

35. Charleston County School District and James Island High School knew or should have known of Defendant Smith's sexual attraction and/or inappropriate conduct with minors, including the Plaintiff.

36. Charleston County School District and James Island High School had the ability and authority to monitor, supervise, or otherwise control Charles Smith at the time he harmed plaintiff.

37. Charleston County School District and James Island High School agents, employees, officials, and/or representatives have been grossly negligent and/or reckless by, among other things, failing and/or refusing to prevent the abuse suffered by the Plaintiff, and by failing and/or refusing to adequately or properly train, investigate, supervise, monitor, retain, or otherwise control Defendant Smith, by allowing Smith to work with alone and unsupervised with the Plaintiff, by failing and/or refusing to shield the Plaintiff from known dangerous conditions, situations and individuals including Smith, by failing and/or refusing to warn the plaintiff and/or her family of Smith's deviant sexual proclivities, by failing and/or refusing to fulfill their duties *in loco parentis* to the Plaintiff, by failing and/ore refusing to educate the Plaintiff and/or her family about the dangers of sexual abuse of minors, by failing and/or refusing to exercise due care for the safety and well-being of the Plaintiff, and by any other act or omission that the evidence may show.

38. As a direct and proximate result of the negligent, grossly negligent, reckless, careless, willful, and/or wanton behavior of the Defendants and/or their employees/agents, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for damages to be determined by the trier of fact.

FOR A THIRD CAUSE OF ACTION
OUTRAGE
(Against all Defendants)

39. All allegations above are incorporated herein as if fully set forth.

40. Charleston County School District and James Island High School knew or should have known that its teachers, including Defendant Smith, were engaging in inappropriate sexual conduct with students during the relevant time periods.

41. The Defendants knew or should have known of Defendant Smith's sexual attraction and/or inappropriate conduct with minors, including the Plaintiff.

42. By and through the Defendants knowledge described herein and the failure and/or refusal to take appropriate action, the Defendants knowingly and intentionally inflicted severe emotional distress on Plaintiff or were certain or substantially certain that such distress would result from their conduct. Defendants' conduct as alleged above was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community. The actions of defendants caused Plaintiff emotional distress and the emotional distress suffered was severe such that no reasonable woman could be expected to endure it and it had physical manifestations of pain, loss of sleep, nervousness, stress, anxiety and other manifestations.

43. As a direct and proximate result of the outrageous conduct of the Defendants, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for actual damages to be determined by the trier of fact, and punitive damages as allowable by law in a sufficient amount to deter such similar conduct by these Defendants or others.

REQUEST FOR JURY TRIAL

44. Plaintiff requests jury by trial.

WHEREFORE, the Plaintiff prays for the following from the court:

a. Damages in an amount to be determined by the jury:

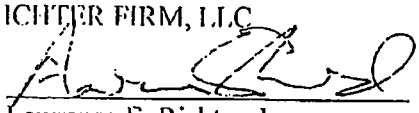
b. The costs of this action be taxed against the defendants;

c. All factual issues be determined by a jury, and

d. Such other and further relief as the Court deems just and proper.

Respectfully Submitted,

THE RICHTER FIRM, LLC

By: 

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Attorneys for Plaintiff

3/21, 2011
Mt. Pleasant, South Carolina

EXHIBIT 10

2010 WL 4791932
Only the Westlaw citation is currently available.
United States District Court,
D. South Carolina,
Columbia Division.

Millicent NEWMAN, Plaintiff,
v.
SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE,[1] Defendant.

C/A No. 3:10–942–CMC–PJG. | Sept. 22, 2010.

Attorneys and Law Firms

Bonnie Travaglio Hunt, Hunt Law, N. Charleston, SC, for Plaintiff.

Vance J. Bettis, Gignilliat Savitz and Bettis LLP, Columbia, SC, for Defendant.

Opinion

REPORT AND RECOMMENDATION

PAIGE J. GOSSETT, United States Magistrate Judge.

*1 The plaintiff, Millicent Newman ("Newman"), an African American female, filed this action against her former employer, the South Carolina Employment Security Commission, a state agency that has since been legislatively reconstituted as the South Carolina Department of Employment and Workforce ("Department"). Newman's Complaint asserts claims of race discrimination and hostile work environment in violation of 42 U.S.C. § 1981 (Counts I and II); retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and South Carolina law (Count III); intentional infliction of emotional distress (Count IV); and wrongful discharge (Count V). (*See generally* Compl., ECF No. 1–1 at 4–14.) The Department removed this action to federal court, and this matter is now before the court pursuant to 28 U.S.C. § 636(b) and Local Civil Rule 73.02(B)(2) DSC for a Report and Recommendation on the Department's motion to dismiss the complaint or, alternatively, for judgment on the pleadings as to all claims. (ECF No. 6.) Having carefully considered the parties' submissions, the court concludes that the Department's motion should be granted.

DISCUSSION

A. Standard for Rule 12(b)(6) and Rule 12(c)

A motion under Federal Rule of Civil Procedure 12(b)(6) or 12(c) examines the legal sufficiency of the facts alleged on the face of the plaintiff's complaint. *Edwards v. City of Goldsboro,* 178 F.3d 231, 243 (4th Cir.1999); *see also Independence News, Inc. v. City of Charlotte,* 568 F.3d 148, 154 (4th Cir.2009) (applying the same standard for Rule 12(c) as for Rule 12(b)(6)). To survive a Rule 12(b)(6) motion, "[f]actual allegations must be enough to raise a right to relief above the speculative level." *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 555, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007). "[W]hen ruling on a defendant's motion to dismiss, a judge must accept as true all of the factual allegations contained in the complaint." *Erickson v. Pardus,* 551 U.S. 89, 127 S.Ct. 2197, 2200, 167 L.Ed.2d 1081 (2007).

B. Newman's Claims

All of Newman's claims fail as a matter of law. First, her claims purportedly brought pursuant to 42 U.S.C. § 1981 cannot lie against the Department. *See Jett v. Dallas Independent School Dist.,* 491 U.S. 701, 109 S.Ct. 2702, 105 L.Ed.2d 598 (1989) (holding that alleged violations of § 1981 against state actors and governmental entities must be pursued exclusively under 42 U.S.C. § 1983).[2] Even recharacterizing Newman's claims as arising under § 1983, however, such claims fail as a matter of law against the Department because, as an arm of the State of South Carolina, it is not a "person" within the meaning of that statute. *See Will v. Michigan Dep't of State Police,* 491 U.S. 58, 109 S.Ct. 2304, 105 L.Ed.2d 45 (1989). Finally, any claims Newman might have against the Department pursuant to Title VII are insufficiently pled. *See* Fed.R.Civ.P. 9(c) (requiring that with regard to claims that have necessary conditions precedent, the complaint must allege that all such conditions precedent have been performed); *United Black Firefighters of Norfolk v. Hirst,* 604 F.2d 844, 847 (4th Cir.1979) (holding that a complaint asserting Title VII claims that does not allege that procedural prerequisites have been met is properly dismissed). Amending the Complaint to cure this deficiency would not avail Newman, as any Title VII claims are time barred in any event. Newman filed this action well after the expiration of her ninety-day statutory

time frame in which to file a lawsuit on such claims. *See* 42 U.S.C. § 2000e–5(f)(1); (*see generally* Def.'s Mem. Supp. Mot. Dismiss, ECF No. 6–1 at 6–7 (discussing untimeliness of Title VII claims); Pl.'s Resp. Opp'n Def.'s Mot. Dismiss, ECF No. 15 (failing to address the Department's argument that Title VII claims are time barred)).

*2 Newman's state law claims against the Department fail as well. Her claim of intentional infliction of emotional distress, like her Title VII claim, is insufficiently pled. *See Hansson v. Scalise Builders of South Carolina,* 374 S.C. 352, 650 S.E.2d 68, 70 (S.C.2007) (listing elements of intentional infliction of emotional distress). Again, amendment of the Complaint would not save this cause of action, since the Department, as a state agency, has sovereign immunity with regard to this tort claim.3 *See* S.C.Code Ann. §§ 15–78–10 *et seq.* (containing a limited waiver of the state's sovereign immunity for certain torts but otherwise restoring the state's common law immunity from suit). Specifically, the South Carolina Tort Claims Act defines "loss" to exclude "the intentional infliction of emotional harm," *see* S.C.Code Ann. § 15–78–30(f); provides for governmental entities an exemption from liability for loss resulting from employee conduct that constitutes intent to harm, § 15–78–60(17); and protects state agencies from liability for losses resulting from any claim covered by the South Carolina Workers' Compensation Act, *see* § 15–78–60(14). *See also Ward v. City of N. Myrtle Beach,* 457 F.Supp.2d 625, 646–47 (D.S.C.2006) (holding that a plaintiff's state claims for outrage and negligence against the city were barred due to the exclusivity provision in the South Carolina Workers' Compensation Act and the exclusion contained in the South Carolina Tort Claims Act); *Dickert v. Metropolitan Life Ins. Co.,* 311 S.C. 218, 428 S.E.2d 700 (S.C.1993) (holding that a plaintiff who asserts a claim of intentional infliction of emotional distress arising out of her employment is asserting a "work-related injury" within the scope of the Workers' Compensation Act).4

Finally, Newman's wrongful discharge cause of action is precluded under South Carolina law providing that the public policy exception to at-will employment does not apply where the employee has a statutory remedy. *See Stiles v. Am. Gen. Life Ins. Co.,* 335 S.C. 222, 516 S.E.2d 449, 452 (S.C.1999) (Toal, J., concurring). Here, as an employee of the state who was not subject to at-will termination, Newman had statutory remedies available to her to redress this claim, which is based on her allegation that she was terminated because she refused to participate in fraud. *See* S.C.Code Ann. § 8–17–310 *et seq.* (State Employee Grievance Procedure Act); S.C.Code Ann. § 8–27–10 *et seq.* (Whistleblower Act). As such, she cannot maintain a claim for the tort of wrongful discharge. *See Dockins v. Ingles Markets, Inc.,* 306 S.C. 496, 413 S.E.2d 18 (S.C.1992) (Fair Labor Standards Act); *Gleaton v. Monumental Life Ins. Co.,* C/A No. 2:09–1667–MBS, 2010 WL 419921, *9 (D.S.C. Jan.28, 2010) (Title VII and 42 U.S.C. § 1981); *Lawson v. South Carolina Dep't of Corrections,* 340 S.C. 346, 532 S.E.2d 259 (S.C.2000) (holding that the plaintiff could not maintain a claim for wrongful discharge because the Whistleblower Act afforded a statutory remedy, even if the plaintiff failed to invoke it).

*3 In response to the Department's motion,5 Newman requests that the court dismiss her claims under 42 U.S.C. § 1981 without prejudice so that she may re-file "with the proper parties named."6 (Pl.'s Mem. Opp'n Def.'s Mot. Dismiss, ECF No. 15 at 4.) Such relief is unnecessary, as the dismissal of her claims against the Department with prejudice does not impact any claim she may have against other potential defendants. Similarly, although Newman requests that her wrongful discharge claim be remanded to state court, remand is not appropriate since the claim fails as a matter of law.

RECOMMENDATION

All of the claims asserted in Newman's Complaint fail as a matter of law. Accordingly, the court recommends that the Department's motion for judgment on the pleadings (ECF No. 6) be granted.

Footnotes

1 Pursuant to Rule 25 of the Federal Rules of Civil Procedure, the South Carolina Department of Employment and Workforce is substituted for Defendant South Carolina Employment Security Commission. *See* Act No. 146, 2010 S.C. Acts 1168.

2 The United States Court of Appeals for the Fourth Circuit has opined that this aspect of Jett was not affected by the Civil Rights Act of 1991. *See Dennis v. County of Fairfax,* 55 F.3d 151, 156 n.1 (4th Cir.1995).

3 Although the Department concedes that by removing this case it waived its immunity under the Eleventh Amendment to the United States Constitution from suit in federal court, it did not waive its state law sovereign immunity from suit on intentional torts. *See Stewart v. State of North Carolina,* 393 F.3d 484 (4th Cir.2005).

4 Newman does not appear to dispute that her intentional infliction of emotional distress claim against the Department is barred by sovereign immunity, as her response contains no discussion of the issue.

5 Newman also includes an extensive discussion of qualified immunity in her response. The court fails to see the relevance of this argument, as no state officials are named as defendants in this action.

6 Newman includes as an attachment to her response a motion to amend her complaint. Although the motion states that a proposed amended complaint is attached, no such attachment appears in the record. Accordingly, the court cannot determine which "proper parties" Newman seeks to include.

End of Document

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EXHIBIT 11

2005 WL 2777574
Only the Westlaw citation is currently available.
United States District Court,
D. South Carolina, Anderson Division.

Curtis L. HARKNESS, Plaintiff,
v.
CITY OF ANDERSON, S.C., City of Anderson, S.C. Police Department, Defendants.

No. C.A. 8:05-1019-HMH. | Oct. 25, 2005.

Attorneys and Law Firms

Ward Benjamin McClain, Jr., W. Benjamin McClain Law Office, Greenville, SC, for Plaintiff.

James D. Jolly, Jr., Logan Jolly and Smith, Anderson, SC, for Defendants.

Opinion

OPINION AND ORDER

HERLONG, J.

*1 This matter is before the court on the City of Anderson, S.C. ("Anderson") and the City of Anderson, S.C. Police Department's ("Anderson Police Department") (collectively "Defendants") motion for summary judgment. Curtis L. Harkness ("Harkness") filed a complaint pursuant to 42 U.S.C. § 1983 alleging that the Defendants violated his constitutional rights. Harkness also alleges state law claims for false arrest, outrage, and slander per se. For the reasons set forth below, the court grants the Defendants' motion for summary judgment.

I. PROCEDURAL AND FACTUAL BACKGROUND

The matter arises from the arrest of Harkness on March 9, 2002, in connection with two murders in Anderson, South Carolina. On March 8, 2002, at approximately 11:07 p.m., the Anderson County Public Safety Division was notified that multiple shots had been heard near Piedmont Avenue. (Defs.' Mem. Supp. Summ. J. 2 Ex. 1 (Zamberlin Aff. ¶ 4).) At approximately 11:40 p.m., Sergeant John A. Zamberlin ("Zamberlin"), a detective with the Anderson Police Department, arrived on the scene and found Lamar Warnsley ("Warnsley"), who had died of gunshot wounds. (*Id.* ¶¶ 5-6.) A second gunshot victim, Marcus Hunter ("Hunter"), had been transported to the hospital. (*Id.* ¶¶ 5, 7.) Hunter died later at the hospital. (*Id.*)

Zamberlin and Lieutenant Layton Creamer ("Creamer") notified the victims' parents of their sons' deaths. (*Id.* ¶ 8.) Warnsley's mother informed Zamberlin and Creamer that she last saw Warnsley between 4:00 and 4:30 p.m. on March 8, 2002, when he left the house with a man named "Marcus" and a young man named "Dustin." (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶ 9).) Lieutenant James Johnson ("Johnson") and Sergeant Ken Ebernickle ("Ebernickle") determined that "Dustin" was possibly a twelve-year-old boy named Russell Calhoun. (*Id.* ¶ 10.) Subsequently, Warnsley's mother identified Russell Calhoun as the young man that she knew as "Dustin" (hereinafter "Dustin"), who was with Warnsley on the day of the shootings. (*Id.* ¶ 12.)

On March 9, 2002, detectives located Dustin, and he voluntarily submitted to an interview at the Anderson Police Department. (*Id.* ¶ 11.) At 9:20 a.m., Dustin provided a written statement regarding the shooting incident in which he related that he met up with Hunter and Warnsley at Warnsley's house around 3:00 p.m. on March 8, 2002. (Defs.' Mem. Supp. Summ. J. Ex. 1-B (Dustin's First Statement).) Dustin declared that Warnsley had a silver and black .380 caliber gun and intended to kill "Kurt." (*Id.*) Dustin did not know Kurt's last name, but knew the location of his residence. (*Id.*) The two men and Dustin left Warnsley's house and went to Anderson Mall. (*Id.*) Around 10:00 p.m., Warnsley, Dustin, and Hunter left the mall and walked to Friendship Court Apartments. (*Id.*) Warnsley had placed the gun in his waistband. (Defs.' Mem. Supp. Summ. J. Ex. 1-B (Dustin's First Statement).) According to Dustin, Warnsley again said that he intended to kill "Kurt." (*Id.*) At this time, Dustin called for a cab and went home. (*Id.*) When Dustin left, Warnsley and Hunter were walking with a white male named "John." (*Id.*) Dustin also stated that Warnsley had stolen a moped from "Kurt's" cousin, "Tez," and Kurt had been riding by Warnsley's house. (*Id.*)

*2 The officers were unable to corroborate Dustin's claim that he had called a cab. (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶ 14).) The officers brought Dustin in for additional questioning, and Dustin admitted lying about calling a cab because he was afraid the shooter would come after him. (*Id.* ¶ 15.)

In a second written statement given at 1:51 a.m. on March 9, 2002, Dustin said that he met Warnsley and Hunter at Warnsley's house around 3:00 p.m. on March 9, 2002. (Defs.' Mem. Supp. Summ. J. Ex. 1-C (Dustin's Second Statement).) Warnsley had a black and silver gun with him and said that he was going to kill "Kurt." (*Id.*) The group went to the Little General store and were walking back to Warnsley's house when "Kurt" drove by in a blue car. (*Id.*) Warnsley fired his gun four times, hitting the car. (*Id.*) "Kurt" stopped the car a little bit up the road, examined the car, and drove off. (*Id.*) After returning to Warnsley's house, Warnsley, Hunter, and Dustin walked to the mall. (Defs.' Mem. Supp. Summ. J. Ex. 1-C (Dustin's Second Statement).) Around 10:00 p.m., they left the mall and walked to Friendship Court Apartments towards Warnsley's house. (*Id.*) At that time, "Kurt" drove up beside them in a gray Cadillac with rims on the wheels. (*Id.*) "Tez" was in the car with "Kurt." (*Id.*) "Kurt" exited the car and took Warnsley's gun, shooting Warnsley once in the head. (*Id.*) Then "Kurt" shot Hunter twice and Warnsley four more times. (Defs.' Mem. Supp. Summ. J. Ex. C (Dustin's Second Statement).) Dustin again informed the officers in his statement that he knew where Kurt lived. (*Id.*) In addition, Dustin said that "Kurt" had bumps on his face. (*Id.*)

The detectives attempted to verify Dustin's statements. (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶ 18).) They determined that "Kurt" was possibly Harkness, a known drug dealer with a gray Cadillac and a bad complexion. (*Id.* ¶ 18a.) The detectives' conclusion was corroborated by Dustin identifying "Kurt's" house and the gray Cadillac on the property to Zamberlin. (*Id.* ¶ 18c.) A license plate check revealed that the Cadillac was registered to Harkness. (*Id.* ¶ 18c).) Dustin showed Zamberlin the route Warnsley, Hunter, and he took from the mall to Friendship Court Apartments. (*Id.* ¶ 18d.) Ebernickle confirmed that "Tez" was related to Harkness and lived next door. (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶ 18e).)

Dustin was shown a photographic line-up at 3:13 p.m. on March 9, 2002. (*Id.* ¶ 19.) From the photographic line-up, Dustin identified Harkness as the person who shot Warnsley and Hunter. (*Id.*) Based on Dustin's statements and his identification of Harkness, two arrest warrants for murder were obtained. (*Id.* ¶ 20).) Harkness was arrested at 9:49 p.m. on March 9, 2002. (*Id.* ¶ 21.) After arraignment, Harkness was transferred to Anderson County Detention Center on March 11, 2002. (*Id.* ¶ 24.)

*3 The Anderson Police Department continued investigating the murders and later determined that Dustin murdered Warnsley and Hunter. (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶¶ 25, 32).) The charges against Harkness were dropped, and he was released from jail. (*Id.* ¶ 32.) Harkness filed suit alleging constitutional violations pursuant to 42 U.S.C. § 1983 1 and state causes of action for false arrest,2 outrage, and slander per se. The Defendants move for summary judgment on all of Harkness's causes of action on the grounds that (1) they had probable cause to arrest Harkness for murder; (2) they are not proper parties to a § 1983 action; (3) the police officers are entitled to qualified immunity; (4) the Defendants are immune from a suit for outrage; (5) Harkness fails to state a claim upon which relief may be granted for outrage; and (6) Harkness fails to state a claim for slander per se. Harkness failed to respond to the summary judgment motion.

II. DISCUSSION OF THE LAW

A. Summary Judgment Standard

Summary judgment is appropriate only "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c). Rule 56(c) mandates entry of summary judgment "against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case." *Celotex Corp. v. Catrett,* 477 U.S. 317, 322, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

In deciding whether there is a genuine issue of material fact, the evidence of the non-moving party is to be believed and all justifiable inferences must be drawn in the non-moving party's favor. *See Anderson v. Liberty Lobby, Inc.,* 477 U.S. 242, 255, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). However, "[o]nly disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted." *Id.* at 248. Moreover, "[w]hen a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial." Fed.R.Civ.P. 56(e). "If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party." *Id.*

B. False Arrest

The Defendants allege they are entitled to summary judgment on Harkness's false arrest claim because they had probable cause to arrest Harkness. "The fundamental question in determining whether an arrest is lawful is whether there was probable cause to make the arrest." *Wortman v. Spartanburg,* 310 S.C. 1, 425 S.E.2d 18, 20 (S.C.1992) (internal quotation marks omitted). "Probable cause is defined as a good faith belief that a person is guilty of a crime when this belief rests upon such grounds as would induce an ordinarily prudent and cautious person, under the circumstances, to believe likewise." *Id.* "South Carolina follows the minority rule that the issue of probable cause is a question of fact and ordinarily one for the jury." *Jones v. City of Columbia,* 301 S.C. 62, 389 S.E.2d 662, 663 (S.C.1990). However, in this case, the evidence only supports one conclusion-the Defendants had probable cause to arrest Harkness.

*4 The Defendants had a good faith belief that Harkness had committed the murders based on the statements given by Dustin. (Defs.' Mem. Supp. Summ. J. Ex. 1 (Zamberlin Aff. ¶ 33).) The officers verified many aspects of Dustin's statements. Further, Dustin identified Harkness from a line-up. (*Id.*) In addition, Dustin was a twelve-year-old boy with no violent criminal history. (*Id.*) Harkness has produced no evidence to counter the overwhelming evidence that the Defendants had probable cause to arrest him. As such, there are no genuine issues of material fact concerning Harkness's false arrest claim, and the court grants the Defendants' summary judgment motion on the claim.

C. Outrage

The Defendants argue they are immune from suit pursuant to the South Carolina Tort Claims Act ("SCTCA"), South Carolina Code of Laws Section 15-78-10 et seq., on the claim of outrage, otherwise known as intentional infliction of emotional distress. *Doe v. S.B.M.* 327 S.C. 352, 488 S.E.2d 878, 879 (S.C.Ct.App.1997). The court agrees. The SCTCA does not waive sovereign immunity for this claim. Section 15-78-50 of the SCTCA states, "Any person who may suffer a loss proximately caused by a tort of the State, an agency, a political subdivision, or a governmental entity, and its employee acting within the scope of his official duty may file a claim" as provided in this chapter. S.C.Code Ann. § 15-78-50(a) (2005). "Loss," as defined by section 15-78-30, expressly excludes "intentional infliction of emotional harm." S.C.Code Ann. § 15-78-30(f). Furthermore, the SCTCA excludes liability for "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude." § 15-78-60(17). As such, an employee's intentional torts are excluded from suit under the SCTCA. *See id.*3 Therefore, the Defendants are entitled to summary judgment.

D. § 1983 claim

The Defendants allege that they are entitled to summary judgment on the § 1983 action because the Defendants are not entities that can be sued under § 1983. Harkness alleges that the Defendants falsely arrested him in violation of the Fourth and Fourteenth Amendments of the Constitution. (Compl.¶ 14.) However, Harkness has failed to establish a basis for liability under the Supreme Court's holding in *Monell v. Department of Social Services,* 436 U.S. 658, 694, 98 S.Ct. 2018, 56 L.Ed.2d 611 (1978). In *Monell,* the Court held,

> [A] local government may not be sued under § 1983 for an injury inflicted solely by its employees or agents. Instead, it is when execution of a government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy, inflicts the injury that the government as an entity is responsible under § 1983.

436 U.S. at 694. Harkness has neither alleged nor provided evidence of an official policy or custom. As such, the Defendants are not proper defendants and are entitled to summary judgment on the § 1983 claims.4

E. Slander per se

*5 Additionally, the Defendants move for summary judgment on Harkness's slander per se claim. Harkness alleges that the Defendants wrongfully accused him of committing the murders. (Compl.¶ 17.) Although accusations of a crime are slanderous per se, these defamatory statements may be protected by a qualified privilege. *See Holtzscheiter v. Thomson Newspapers Inc.,* 332 S.C. 502, 506 S.E.2d 497, 502 (S.C.1998). "The protection of [qualified] privilege extends generally to remarks made in the prosecution of an inquiry regarding a

crime which has been committed; and for the purpose of detecting and bringing the criminal to punishment." *Bell v. Bank of Abbeville,* 208 S.C. 490, 38 S.E.2d 641, 643 (S.C.1946), *distinguished by, Pelot v. Davison-Paxon Co.,* 218 S.C. 189, 62 S.E.2d 95 (S.C.1950).

However, the speaker can lose this qualified privilege by speaking with actual malice. *See Constant v. Spartanburg Steel Prods., Inc.,* 316 S.C. 86, 447 S.E.2d 194, 196 (S.C.1994). "Actual malice can mean the defendant acted recklessly or wantonly, or with conscious disregard of the plaintiff's rights." *Id.* "[T]he burden will be upon the plaintiff to show ... actual malice." *Bell,* 38 S.E.2d at 643. There is no evidence that the Defendants acted with actual malice in investigating the murders and arresting Harkness. Therefore, the Defendants are entitled to summary judgment on this claim because there is no genuine issue of material fact.

It is therefore

ORDERED that the Defendants' motion for summary judgment, Document number 13, is granted.

IT IS SO ORDERED.

Footnotes

1 Harkness alleged essentially the same false arrest claim in both the third and sixth causes of action. As such, the third and sixth causes of action will not be addressed separately.

2 Harkness alleged essentially identical § 1983 claims as a result of false arrest in the first and fifth causes of action. As such, the first and fifth causes of action will not be addressed separately.

3 The court declines to address the Defendants' other arguments for dismissal of Harkness's outrage claim.

4 Even if Harkness had sued the officers individually, his § 1983 action would fail because there was probable cause to arrest Harkness. As such, there has been no violation of Harkness's federal rights. "Probable cause will be found to exist when the facts and circumstances within an officer's knowledge-or of which he possesses reasonably trustworthy information-are sufficient in themselves to convince a person of reasonable caution that an offense has been or is being committed." *Gomez v. Atkins,* 296 F.3d 253, 262 (4th Cir.2002) (internal quotation marks omitted). Dustin's statements and his identification of Harkness provided the officers with probable cause to arrest Harkness.

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EXHIBIT 12

309 S.C. 114
Supreme Court of South Carolina.

William J. DEGENHART, Vincent J. Degenhart, and Robert W. Degenhart, Appellants,
v.
KNIGHTS OF COLUMBUS, Respondent.

No. 23684. | Heard April 21, 1992. | Decided July 13, 1992.

Investors who engaged in business ventures with insurance agent brought suit against fraternal organization alleging failure to properly supervise and manage agent's activities. George W. Jefferson, Master-In-Equity, Lexington County, held that fraternal organization was not liable for acts of agent and investors appealed. The Supreme Court, Harwell, C.J., held that: (1) fraternal organization did not negligently supervise agent, and (2) organization had no duty arising out of field agent contract to protect investors from activities arising out of agent's own business ventures.

Affirmed.

West Headnotes (6)

[1] **Negligence**
⇐Necessity and Existence of Duty

Person ordinarily has no duty to act and, thus, person usually incurs no liability when he or she fails to take steps to protect others from harm not created by that person's own wrongful conduct.

5 Cases that cite this headnote

[2] **Labor and Employment**
⇐Negligent supervision

Employer may be liable for "negligent supervision" if employee intentionally harms another while: upon premises in possession of employer or upon which employee is privileged to enter only as employee, or is using chattel of master; and employer knows or has reason to know that he has ability to control servant, and knows or should know of necessity and opportunity for exercising such control.

20 Cases that cite this headnote

[3] **Insurance**
⇐Powers, duties, and liabilities

Fraternal organization did not negligently supervise insurance agent who allegedly induced clients to invest money in business venture for agent's own benefit in absence of evidence that agent harmed clients while utilizing premises or chattel of organization or that organization knew or should have known that it should exercise control over agent.

11 Cases that cite this headnote

[4] **Insurance**
⇐Powers, duties, and liabilities

Fraternal organization owed no duty arising out of insurance agent contract to protect investors from risks resulting from their relationship with agent in various business ventures entered for agent's own benefits since any duty of care by organization extended only to supervising agent's actions undertaken in capacity as insurance agent.

3 Cases that cite this headnote

[5] **Appeal and Error**
⇐Necessity of presentation in general
Appeal and Error
⇐Sufficiency and Scope of Statement of Grounds

Issue on which master-in-equity never ruled and which was not raised in posttrial motion is not properly preserved for appeal.

5 Cases that cite this headnote

[6] **Appeal and Error**
⇐As to Judgment, or Modification or Vacation of Judgment

Allegation that summary judgment was premature where nonmoving party had motion to compel discovery outstanding was not preserved for appeal where party against whom summary judgment was entered did not move for continuance or ask for summary judgment decision to be held in abeyance pending outcome of motion to compel discovery.

5 Cases that cite this headnote

Attorneys and Law Firms

**495 *115 Paul V. Degenhart, Columbia, for appellants.

Val H. Stieglitz, of Nexsen, Pruet, Jacobs & Pollard, Columbia, for respondent.

Opinion

HARWELL, Chief Justice:

Appellants William J. Degenhart, Vincent J. Degenhart, and Robert W. Degenhart (the Degenharts) assert that the master-in-equity erred in holding that respondent Knights of Columbus was not liable for the acts of its agent, Michael A. Aun, II. We affirm.

**496 I. FACTS

Knights of Columbus is a fraternal, non-profit organization that offers life insurance, health insurance, and annuities to its members. Aun and Knights of Columbus entered into a Field Agent Contract wherein Aun was authorized to solicit and procure applications for life and health insurance on the lives of members of Knights of Columbus. Aun agreed that he would "not engage in any other occupation or business, except as authorized by [Knights of Columbus]."

Contrary to the Field Agent Contract, Aun established a real estate business. Aun initially contacted the Degenharts in his capacity as insurance agent for Knights of Columbus. He subsequently induced the Degenharts to invest over $250,000 in various partnerships created by him for the purposes of owning and managing rental properties. When the investments failed, the Degenharts brought an action against Aun and Knights of Columbus, alleging, among other things, that they were injured by Knights of Columbus's failure to properly supervise and manage Aun's activities.

The master-in-equity found that the Degenharts were aware that Aun promoted his various business ventures for *116 his own benefit, and not for the benefit or profit of Knights of Columbus. He also found that Knights of Columbus possessed no notice of Aun's outside activities. Accordingly, the master-in-equity found that Aun was acting outside the scope of his authority as agent for Knights of Columbus. The master-in-equity discerned no genuine issue of fact tending to demonstrate that Knights of Columbus had notice of Aun's outside real estate activities sufficient to create a duty on the part of Knights of Columbus to supervise the activities. The master-in-equity therefore granted summary judgment in favor of Knights of Columbus.

II. DISCUSSION

The Degenharts assert that because Knights of Columbus entrusted its members to Aun, it owed a duty to its members, including the Degenharts, to implement adequate safeguards to monitor and enforce Aun's contract. We disagree.

[1] Initially, we note that the question is not whether Knights of Columbus had notice of Aun's activities. Rather, the dispositive issue is whether Knights of Columbus owed the Degenharts a duty, and, if so, the extent of that duty. If Knights of Columbus owed no duty to the Degenharts to protect them from the harm they suffered, notice is immaterial. This is because the common law ordinarily imposes no duty on a person to act. *Rayfield v. South Carolina Department of Corrections,* 297 S.C. 95, 100, 374 S.E.2d 910, 913 (Ct.App.1988). Thus, a person usually incurs no liability when he fails to take steps to protect others from harm not created by his own wrongful conduct. *Id.*

[2] Under certain circumstances, an employer is under a duty to exercise reasonable care to control an employee

acting outside the scope of his employment. An employer may be liable for negligent supervision if the employee intentionally harms another when he:

> (i) is upon the premises in possession of the [employer] or upon which the [employee] is privileged to enter only as his [employee], or
>
> (ii) is using a chattel of [the employer], and ... [the employer]
>
> (i) knows or has reason to know that he has the ability to *117 control his [employee], and
>
> (ii) knows or should know of the necessity and opportunity for exercising such control.

Restatement (Second) of Torts § 317 (1965).

An employer also may have a legal duty arising out of a contract which flows to a plaintiff with whom he is not in privity of contract. This occurs when an employer, by entering into a contract with an employee, places himself in such a relation with the plaintiff that the law imposes upon the employer an obligation, sounding in tort and not in contract, to act in such a way that the plaintiff will not be injured. *See* W. Keeton, D. Dobbs, R. Keeton & D. **497 Owen, *Prosser and Keeton on The Law of Torts* 667-68 (5th ed. 1984).

[3] Having identified duties that an employer may owe to third parties for the acts of its employee, we now turn to the case before us. As to negligent supervision, the Degenharts have presented no evidence demonstrating that Aun harmed them while utilizing the premises or chattel of Knights of Columbus. Even assuming that Knights of Columbus had the ability to control Aun by enforcing the contract, as the Degenharts assert, there are no facts tending to show that Knights of Columbus knew or should have known that it should exercise control over Aun. Thus, we conclude that Knights of Columbus did not negligently supervise Aun.

[4] As to the contract between Knights of Columbus and Aun, we find that any duty Knights of Columbus might owe the Degenharts arising out of the contract between Knights of Columbus and Aun would be limited to an obligation on the part of Knights of Columbus to use due care in supervising Aun's actions undertaken in his capacity as agent for Knights of Columbus. Here, Knights of Columbus's name appeared in no partnership agreement; no investment checks were made payable to Knights of Columbus; and Aun utilized his own name to publicize his business ventures. Clearly, Aun was acting in his individual capacity, and not as agent for Knights of Columbus, when he allegedly injured the Degenharts. Accordingly, we conclude that Knights of Columbus possessed no duty arising out of the contract to protect the Degenharts from unreasonable risks resulting from their relationship with Aun in his individual capacity.

*118 [5] [6] The Degenharts next allege that summary judgment was premature because they had a motion to compel discovery outstanding. It appears from the record that the Degenharts took no steps to protect their interests in this regard. The Degenharts did not move for a continuance or ask the master-in-equity to hold his decision in abeyance pending the outcome of their motion to compel discovery. An issue on which the master-in-equity never ruled and which was not raised in post-trial motions is not properly before this Court. *SSI Medical Services, Inc. v. Cox,* 301 S.C. 493, 392 S.E.2d 789 (1990). The order of the master-in-equity granting summary judgment is

AFFIRMED.

CHANDLER, FINNEY, TOAL and MOORE, JJ., concur.

Parallel Citations

420 S.E.2d 495

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EXHIBIT 13

315 S.C. 214
Court of Appeals of South Carolina.

Margaret BROCKINGTON, As Guardian ad Litem for Jefford C. Brockington, Respondent,
v.
PEE DEE MENTAL HEALTH CENTER and South Carolina Department of Mental Health, Appellants.

No. 2041. | Heard June 8, 1993. | Decided July 6, 1993. | Rehearing Denied July 30, 1993. | Certiorari Denied Dec. 20, 1993.

Guardian ad litem for mental health client brought action for damages against mental health center and State Department of Mental Health for failing to exercise reasonable care to supervise employee who sexually assaulted client. The Circuit Court, Darlington County, Paul M. Burch, J., entered judgment for client, and mental health center and Department appealed. The Court of Appeals, Goolsby, J., held that: (1) mental health center and Department exercised reasonable care to control their employee while acting outside scope of his employment so as to prevent him from intentionally harming others once they knew or should have known of necessity to control him, and (2) Department's internal directives did not create duty to protect client from unreasonable risks resulting from relationship with its employee acting in individual capacity.

Reversed.

West Headnotes (2)

[1] **States**
⇐Particular Persons or Agencies; Scope of Employment

State Department of Mental Health was not liable for employee's sexual misconduct with clients outside scope of employment, where none of information Department had from employee's co-workers, his personal history, or work activities alerted them to potential for this behavior, and they immediately isolated employee and launched investigation leading to employee's discharge and criminal prosecution upon receiving the allegations.

4 Cases that cite this headnote

[2] **States**
⇐Particular Persons or Agencies; Scope of Employment

State Department of Mental Health did not have duty arising out of its internal directives for quality assurance to protect client from unreasonable risks resulting from his relationship with its employee in his individual capacity; employee was clearly acting in his individual capacity, not as agent for Department, when he sexually assaulted client.

5 Cases that cite this headnote

Attorneys and Law Firms

**16 *214 John S. Wilkerson, III, and Richard L. Hinson, of Turner, Padget, Graham & Laney, Florence, for appellants.

J. Anthony Floyd, Hartsville, for respondent.

Opinion

*215 GOOLSBY, Judge.

Margaret Brockington, as guardian *ad litem* for Jefford C. Brockington, brought this negligence action on October 2, 1989, against the Pee Dee Mental Health Center and the South Carolina Department of Mental Health.1 The jury returned a verdict against the two defendants. They appeal, among other things, the denial of their motion for a judgment notwithstanding the verdict. The dispositive issue relates to the sufficiency of the evidence to **17 support the finding, implicit in the jury's verdict, that the defendants failed to exercise reasonable care to supervise their employee acting outside the scope of his employment as to prevent him from intentionally harming others. We reverse.

In February, 1986, shortly after being released from the

State Hospital in Columbia, Jefford Brockington, a person who is borderline mentally-retarded and carries a diagnosis of paranoid schizophrenia, enrolled in a therapy program at the Pee Dee Mental Health Center. The Center assigned Brockington to a program that it conducted in Hartsville at its Living Skills House. The Living Skills House is across the street from the Center's main office in Hartsville.

The Center employed Alphonso Davis, a therapeutic assistant and a former employee of the South Carolina Department of Mental Retardation and the South Carolina Department of Mental Health, to deal directly with clients enrolled in the therapy program. The Department of Mental Retardation, in response to an inquiry made by the Center, reported to the Center that Davis, a married man and father of two children, ***216** rated "good" as regards his "ability," his "attitude toward work," and his "habit[s] and traits of character." It also advised that Davis had never been suspected of improper conduct and that if circumstances permitted, it would rehire Davis.

Davis performed his duties at the Living Skills House without on-site supervision. His formal supervision consisted of a once-a-week "treatment team staffing," a fifty-day progress review, a ninety-day progress review, a once-a-month office meeting, and direct supervision one hour a week by the Hartsville manager in her office. He scored well on his employee evaluation, which his supervisor prepared after March 17, 1986, regarding his ability to work without supervision. He also impressed his supervisor as being "dependable" and "responsible."

On Brockington's first visit to the therapy program, Davis invited Brockington into his office. Davis asked him some questions and then asked Brockington to unzip his pants. Davis came from behind his desk, reached inside Brockington's trousers and removed Brockington's penis, and began performing oral sex on Brockington. Brockington, however, pushed him away and would not allow him to continue. About a week later, Davis sexually assaulted Brockington again.

Brockington told neither the police nor mental health supervisory personnel of Davis' sexual assaults. He told only his mother and his brother. His mother, who did not believe him at first, simply advised Brockington to get a lawyer. She did not complain to anyone at the Center about Davis' behavior, not to the psychiatrist nor to the nurses nor to Davis' co-workers nor to the manager. His brother also failed to complain.

Davis continued to bother Brockington by rubbing or brushing up against him, by attempting to touch him, or by asking Brockington to have anal sex with him.

Several months later, however, the mother of another client reported to the Center's Hartsville manager that Davis had acted inappropriately toward her son. The manager immediately relayed these allegations to the Center's executive director. He, in turn, requested an internal investigation into the allegations and had Davis barred from having direct contact with clients. Shortly afterward, he transferred Davis to Florence.

***217** After the Department completed its internal investigation, the Department terminated Davis and turned the results of its investigation over to the circuit solicitor. Davis later pled guilty to several counts of sexual assault and battery and received a three-year prison sentence.

Brockington's amended complaint alleges two causes of action: one based on *respondeat superior* and the other based on negligent supervision.

The jury found in favor of the defendants on the *respondeat superior* cause of action but found in favor of Brockington on the negligent supervision cause of action. The trial judge denied the defendant's post- ****18** trial motions and awarded costs to Brockington.

This appeal followed.

I.

[1] Our Supreme Court recently addressed the duty of an employer to control the conduct of an employee acting outside the scope of his employment. In *Degenhart v. Knights of Columbus,* 309 S.C. 114, ----, 420 S.E.2d 495, 496 (1992), the court, relying on the Restatement (Second) of Torts § 317, at 125 (1965), held:

An employer may be liable for negligent supervision if the employee intentionally harms another when ...:

[(a) the employee]

(i) is upon the premises in possession of the [employer] or upon which the [employee] is privileged to enter only as his [employee], or (ii) is using a chattel of [the employer], and

[(b) the employer]

(i) knows or has reason to know that he has the ability to control his [employee], and (ii) knows or should know of the necessity and opportunity for exercising such control.

Our focus here is upon the last element. Did the defendants know or should they have known of the necessity to exercise control over Davis? When viewed in the light most favorable to Brockington, the evidence and its reasonable inferences do not support the finding, implicit in the jury's verdict, that the defendants knew or should have known of this necessity.

*218 Brockington presented no evidence that the defendants had any knowledge whatever that Davis had sexually assaulted Brockington. Moreover, nothing that the defendants gathered from Davis, co-workers at the Hartsville office, or elsewhere about either Davis' personal history or his work activities alerted the defendants that Davis would engage in predatory homosexual activity or other inappropriate sexual conduct with clients and with Brockington in particular. Brockington, his mother, and his brother, however, learned that he would do so, but they kept this knowledge to themselves. Indeed, they allowed matters to continue unabated until someone else, eight months after Davis' first assault on Brockington, complained to the defendants about Davis.

The only reasonable inference to be drawn from the evidence is that the defendants exercised reasonable care to control their employee while acting outside the scope of his employment so as to prevent him from intentionally harming others once they knew or should have known of the necessity to control him. Immediately upon receiving allegations of Davis' sexual misconduct, they isolated Davis from their clients and launched an investigation. The investigation led to Davis' termination from employment as well as to his prosecution, conviction, and sentence for sexual offenses.

[2] Brockington contends, however, the defendants assumed the duty to supervise their employees when the Department adopted the internal directives contained in its "Quality Assurance Plan and Manual for Community Mental Health Centers." Any duty the defendants owed Brockington arising out of these directives would be limited to an obligation to use due care in supervising Davis' actions undertaken in his capacity as an agent of the defendants. *Degenhart,* 309 S.C. at ----, 420 S.E.2d at 497 Clearly, Davis was acting in his individual capacity and not as an agent for the defendants when he sexually assaulted Brockington. Indeed, the jury so found. Accordingly, we conclude the defendants possessed no duty arising out of the internal directives to protect Brockington from unreasonable risks resulting from his relationship with Davis in Davis' individual capacity.

II.

Because we reverse the judgment in Brockington's favor, *219 we also reverse the award of costs in his favor. *See* Rule 54(d), SCRCP ("[C]osts shall be allowed as of course to the prevailing party unless the court otherwise directs...."). We do not reach the other issues raised by the defendants, including the issues relating to the **19 statute of limitations and to the admission of certain testimony challenged as either hearsay or irrelevant.

REVERSED.

SHAW and CURETON, JJ., concur.

Parallel Citations

433 S.E.2d 16

Footnotes

1 Early on in the law suit the parties stipulated that the Tort Claims Act did not apply to any acts that occurred prior to July 1, 1986. *See, however, McCall v. Batson,* 285 S.C. 243, 329 S.E.2d 741 (1985) (wherein the supreme court abolished governmental immunity in tort as to all causes of actions arising on or after July 1, 1986, and in those cases then pending or filed before July 1, 1986, if the defendant had liability insurance); *Brabham v. City of Columbia,* 293 S.C. 266, 360 S.E.2d 144 (1987) (indicating the doctrine of sovereign immunity had no application where an action against a governmental entity arose between April 18, 1985, and July 1, 1986, and the governmental entity sued in tort had liability insurance and indicating liability would be limited to the amount of insurance); *see also* S.C.CODE ANN. § 15-78-20(c)(i) (Supp.1992) (reinstating sovereign immunity for all actions accruing prior to the effective date of the South Carolina Tort Claims Act except where the governmental entity maintained liability insurance coverage).

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EXHIBIT 14

326 S.C. 584
Court of Appeals of South Carolina.

Jaymes D. MOORE, a minor under the age of eighteen (18) years, by his Guardian Ad Litem, Milinda MOORE, Appellant,
v.
BERKELEY COUNTY SCHOOL DISTRICT, and Barbara Jean Steward, Respondents.

No. 2663. | Heard April 8, 1997. | Decided May 12, 1997. | Rehearing Denied June 18, 1997. | Certiorari Denied Mar. 6, 1998.

Student sued school district under Tort Claims Act, alleging gross negligence in hiring and supervision of summer school teacher who purportedly engaged in inappropriate sexual activity with student. The Berkeley County Circuit Court, Daniel F. Pieper, Special Circuit Judge, granted district's motion for summary judgment, and student appealed. The Court of Appeals, Cureton, J., held that evidence was insufficient to permit conclusion that school district had been on notice of teacher's inappropriate sexual proclivities to extent giving rise to duty to supervise teacher's conduct outside of classroom.

Affirmed.

West Headnotes (3)

[1] **Labor and Employment**
⇐Negligent Supervision

Employer may be liable for negligent supervision if employee intentionally harms another during time that: employee is upon premises of employer, or is using chattel of employer; employer knows or has reason to know that he has ability to control his employee; and employer knows or should know of necessity and opportunity for exercising such control.

8 Cases that cite this headnote

[2] **Negligence**
⇐Gross Negligence

"Gross negligence" involves intentional, conscious failure to do something which it is incumbent upon one to do or intentional doing of thing one ought not to do; term is relative, and means absence of care necessary under circumstances.

2 Cases that cite this headnote

[3] **Schools**
⇐Evidence

Evidence that summer school teacher conducted her classroom in lax manner, and that inappropriate behavior between teacher and students was observed but never reported to school officials or authorities, was insufficient to permit conclusion that school district had been on notice of teacher's inappropriate sexual proclivities, to extent giving rise to duty to supervise teacher's conduct outside of classroom, as required to impose liability in gross negligence upon district with respect to teacher's sexual contact with student in teacher's home.

3 Cases that cite this headnote

Attorneys and Law Firms

**10 *585 Alan D. Toporek, of Uricchio, Howe, Krell, Jacobson, Toporek & Thoes, Charleston, for appellant.

Ronald James Tryon and David Dubberly, both of Childs & Duff, Columbia, for respondent.

Opinion

CURETON, Judge:

This is a tort action by a student against his teacher and a school district pursuant to the South Carolina Tort Claims Act. The trial court granted summary judgment in favor of the Berkeley County School District (District). The

student, Jaymes D. Moore, appeals.1 We affirm.

***586 Background**

At the time of the alleged incident, Moore was a fifteen-year-old eighth grade student. Barbara Jean Steward was a teacher at Sedgefield Middle School (School) in Berkeley County. Moore attended summer school there during 1992 and Steward was his teacher. The complaint alleges Moore went to Steward's home after school on July 15, 1992 for the ostensible purpose of making up missed school work. At her home, Steward "required and induced" Moore to engage in sexual intercourse with her.

The complaint states causes of action against Steward for gross negligence, intentional infliction of emotional distress, false imprisonment, assault and battery, and invasion of privacy. With respect to the District, the complaint asserts the district was grossly negligent in (1) hiring Steward as a teacher, (2) supervising her as a teacher, and (3) supervising Moore as a student. Moore also claims the school district was grossly negligent in appointing Paul Hilson as acting principal of the School for the summer term.

The trial court granted the district's motion for summary judgment finding the district investigated Steward's background before hiring her and there was no evidence of gross negligence in the decision to hire her.2 Likewise, the court rejected Moore's claim that the district was grossly negligent in supervising Steward since the alleged act of sexual intercourse took place in her home and not upon the school premises. The court **11 further concluded the district had no legal duty to supervise Moore at the time and place of his injury. Alternatively, the court held that if such duty did exist, there was no evidence the district had knowledge of Steward's sexual proclivity such that the district consciously failed to protect Moore. As to the intentional tort claims, the court concluded the district was not liable pursuant to S.C.Code Ann. § 15-78-60(17) (Supp.1996), for the intentional actions of Steward inasmuch as her actions were committed outside the scope of her employment and/or constituted *587 a crime involving moral turpitude.3 With respect to gross negligence in the appointment of Hilson as summer school principal, the court again emphasized that the act of sexual intercourse took place in Steward's home and there was no evidence Steward exhibited any conduct at school which would have led the District to reasonably anticipate she would engage in sexual activity with a student.

Discussion

I.

In determining whether any triable issues of fact are present in this case, we review the evidence in the light most favorable to Moore. *City of Columbia v. ACLU,* 323 S.C. 384, 475 S.E.2d 747 (1996). Accordingly, we find Paul Hilson was appointed principal of Sedgefield Middle School for the 1992 summer term after serving as assistant principal at the school during the regular school year. Hilson was appointed in spite of the fact he had been temporarily suspended in 1990 for an incident of sexual harassment against another teacher. The District required him to obtain professional counseling. In 1991, Hilson falsified some teacher evaluation information. In July of 1992, Hilson was notified he would be placed on probation for the 1992-93 school year due to "a major deficit in human relation skills with teachers and classified personnel and also a need for improvement in curriculum knowledge." Nevertheless, the district administration thought Hilson suitable for the summer job as principal. The principal of Sedgefield Middle School, Willis Sanders, instructed Hilson to regularly visit the classrooms during summer school. Although Sanders was at the school almost every day during the summer, he did not hear any complaint that Hilson was not performing his job. Other summer school teachers and office personnel testified Hilson did not monitor the classrooms as closely as they were monitored during the regular school year. A member of the office staff testified Hilson did not always report to work during the summer term.

*588 Moore did not know Steward before attending summer school. However, after entering her class, he observed Steward was not "an average teacher." The students did not do any work in her class. They were rowdy and sat around talking. The radio was often playing. Steward permitted the students to smoke cigarettes in class and on one occasion Moore observed her smoking marijuana with other students during a break. Notably, Moore testified Hilson came through the classroom many times while these activities were going on, but did nothing about it.4 Sanders stated he personally visited Steward's classroom and did not observe anything unusual or inappropriate.

Other summer school teachers described activities they observed in Steward's classroom including a male student massaging Steward's shoulders, students sitting around

chatting, students walking around, a male student answering the locked door to Steward's classroom when the lights were off, and Steward holding hands with a male student. While these persons considered some of the observed behavior inappropriate and discussed it among themselves, they did not report it to the administration. Steward admitted in her deposition that male students sometimes massaged her shoulders.

**12 With respect to the sexual incident, Moore testified he missed a day of school and Steward told him he would need to make up the missed work. She offered to tutor him at her home and contacted his mother to obtain permission for him to accompany her home. While at her home, they smoked marijuana and engaged in sexual intercourse. In August of 1992, parents approached the District administrators with allegations regarding inappropriate sexual behavior by Steward with two other male students. The District subsequently learned the police intended to arrest Steward for having sexual intercourse with a student. At that point, the District suspended Steward pending resolution of the criminal charges. Moore testified he never reported the incident in question until October 1992, when an article appeared in the newspaper indicating Steward had been charged with a sexual offense *589 with another student. He then advised his mother and the police.

II.

Moore argues the trial court erred in granting summary judgment to the District because the facts, viewed in the light most favorable to him, demonstrate that the District's gross negligence proximately caused his injury. Moore does not contend the District is liable solely because Steward committed a crime against his person; rather, he contends Steward's actions were the foreseeable result of the District's gross negligence in appointing an incompetent principal. Moore first contends the District's failure to appoint a competent summer school principal created a climate which facilitated the sexual contact with Steward. Moore relies upon *Greenville Memorial Auditorium v. Martin,* 301 S.C. 242, 391 S.E.2d 546 (1990), as support for this claim.

In *Martin,* a patron attending a concert at the Greenville Memorial Auditorium was injured when a third party threw a glass bottle from the balcony of the auditorium. The patron's complaint alleged the auditorium employees were negligent in inadequately securing and maintaining the premises during the concert and their negligence created a reasonably foreseeable risk of such third party conduct. The Supreme Court held the trial court properly denied a motion for directed verdict based upon S.C.Code Ann. § 15-78-60(20) (Supp.1996). That provision provides that a governmental entity is not liable for a loss resulting from "an act or omission of a person other than an employee including but not limited to the criminal acts of third persons." The court stated the auditorium could not successfully claim that the patron's injuries were caused by the wrongful act of a third party when the basis of the claim was that the negligence of the auditorium created a reasonably foreseeable risk of such third party conduct. *Id.* at 247, 391 S.E.2d at 549. This court cited *Martin* in *Woodell v. Marion School Dist. One,* 307 S.C. 297, 414 S.E.2d 794 (Ct.App.1992). There we held the trial court erred in dismissing a complaint where a student alleged that she was assaulted due to the school district's gross negligence in supervising her attacker. We noted the complaint did not seek to impose liability upon the school district for the alleged criminal act of *590 the other student, but rather focused upon the school district's alleged gross negligence in supervising both the plaintiff-student and the attacker. *Id.* at 297-98, 414 S.E.2d at 794.

[1] The trial court applied the principles of *Degenhart v. Knights of Columbus,* 309 S.C. 114, 420 S.E.2d 495 (1992), to the claim of negligent supervision of Steward by the District. In *Degenhart,* the Supreme Court held an employer is under a duty in some circumstances to exercise reasonable care to control an employee acting outside the scope of employment. The court stated an employer may be liable for negligent supervision if the employee intentionally harms another when the employee: (1) is upon the premises of the employer, or is using a chattel of the employer, (2) the employer knows or has reason to know that he has the ability to control his employee, and (3) the employer knows or should know of the necessity and opportunity for exercising such control. *Id.* at 115-17, 420 S.E.2d at 496. This court also applied *Degenhart* in *Brockington v. Pee Dee Mental Health Ctr.,* 315 S.C. 214, 433 S.E.2d 16 (Ct.App.1993). In that case, an employee of the Center allegedly sexually assaulted a **13 patient who was enrolled in a therapy program at the Center. We concluded there was no evidence to support the conclusion the Center knew or should have known of the necessity to exercise control over the employee prior to the time he assaulted the patient. In *Doe v. Greenville Hospital System,* 323 S.C. 33, 448 S.E.2d 564 (Ct.App.1994), we applied *Degenhart* to a case where a security guard at a hospital allegedly engaged in a sexual act with a minor who was a candy striper. Under the facts of that case, we concluded the hospital knew or should have known of the necessity for controlling the employee at the time of the alleged incident, because the hospital knew of another incident of inappropriate sexual behavior by the employee.

III.

[2] The South Carolina Tort Claims Act addresses the circumstances under which a governmental entity is liable for tortious conduct of its employees. However, the Act states a governmental entity is not liable for a loss resulting from "employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, *591 or a crime involving moral turpitude." S.C.Code Ann. § 15-78-60(17) (Supp.1996). Further, a governmental entity is not liable for a loss resulting from "responsibility or duty including but not limited to supervision, protection, control, confinement, or custody of any student, ... except where the responsibility or duty is exercised in a grossly negligent manner." S.C.Code Ann. § 15-78-60(25) (Supp.1996). Gross negligence means the failure to exercise a slight degree of care. Gross negligence involves an intentional, conscious failure to do something which it is incumbent upon one to do or the intentional doing of a thing one ought not to do. The term is relative and means the absence of care that is necessary under the circumstances. *Hollins v. Richland Cty. Sch. Dist. One,* 310 S.C. 486, 427 S.E.2d 654 (1993); *Clyburn v. Sumter Cty. Sch. Dist. 17,* 311 S.C. 521, 429 S.E.2d 862 (Ct.App.1993); *Grooms v. Marlboro Cty. Sch. Dist.,* 307 S.C. 310, 414 S.E.2d 802 (Ct.App.1992).

[3] There is no evidence in this case that the District had notice of improper sexual contact between Steward and any other students prior to the incident involving Moore. There is no evidence Steward made inappropriate advances toward Moore either in or out of the classroom prior to this incident. Also, there is no evidence Moore or anyone else ever complained to the District either about Steward's conduct during summer school or her tutoring in her home. At best, there is evidence aplenty that Steward's summer school classroom was conducted in a lax manner, and while some of the summer school teachers observed what they considered "inappropriate" behavior in the classroom, they did not report it to the administration and did not consider the behavior to be of such a character that it might harm the students. Whether or not Hilson adequately monitored Steward's classroom is of no significance, inasmuch as none of the alleged classroom incidents were of such a character that the administration would have, if aware of them, reasonably anticipated that Steward would engage in sexual intercourse with a student in her own home after school hours.

We therefore are bound to follow the precedent of *Brockington* and *Doe.* As in those cases, the crux of Moore's case is the sexual conduct of an employee of a public entity. Absent some evidence indicating notice to the District of Steward's *592 inappropriate sexual proclivities, there is no basis to conclude the District knew or should have known of the necessity for supervising her conduct outside the classroom.

Accordingly, the order of the trial court is

AFFIRMED.

CURETON, HEARN and STILWELL, JJ., concur.

Parallel Citations

486 S.E.2d 9, 118 Ed. Law Rep. 1222

Footnotes

1 The claims against the teacher are not involved in this appeal.

2 There is no appeal from this conclusion. At oral argument, Moore conceded the district was not negligent in hiring Steward.

3 Moore has not specifically argued against the court's ruling which granted summary judgment to the district on the causes of action for intentional infliction of emotional distress, false imprisonment, assault and battery, and invasion of privacy.

4 Apparently, he was not suggesting Hilson witnessed the marijuana smoking incident.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON JANE DOE Plaintiff, v. CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH Defendants.	IN THE COURT OF COMMON PLEAS Case No.: 2010-CP-10-7699 **PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT**

FILED
2012 JUL 23 A 11:38
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Plaintiff, Jane Doe ("Plaintiff"), filed this action well within the statute of limitations period pursuant to the discovery rule with respect to dissociative amnesia as espoused in Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150 (Ct. App. 1998); *aff'd by* Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320 (2000), and there are significant issues of material fact regarding the Defendants' complete failure to follow many of its own policies and procedures that could have prevented the harm to the Plaintiff. Accordingly, Plaintiff hereby submits the following memorandum in opposition to the Defendants' respective motions for summary judgment and respectfully requests the court deny the motions for the following reasons:

FACTUAL BACKGROUND

Defendant Charles Smith ("Smith") was a teacher at James Island High School during the 1988-1989 school year. In the 1988-1989 school year, Jane Doe was a freshman student at James Island High School. Defendant Smith was Jane Doe's teacher

and coach at James Island High School and at all times was acting within the scope of his employment

During the 1988-1989 academic year, Defendant Smith began giving Jane Doe rides home from school and practice. Smith routinely gave students, including the Plaintiff rides to their homes in his own personal car from school grounds and from practice. [1] He gave students rides to overnight sports camps and even out of state. Id. He also bought students gifts, interacted socially with students, including the Plaintiff, outside of school hours. Id. All of this conduct is against James Island High School and Charleston County School District policy[2] as testified to by the 30(b)(6) representative of James Island High School:

> Q. Are you familiar with the process of grooming?
>
> A. I have heard this term.
>
> Q. What does it mean to you?
>
> A. I have read it as being described as someone in a position of authority who ingratiates themselves to a younger individual or someone who is under their area of responsibility or a subordinate to make them feel more comfortable and then later on taking advantage of them.
>
> Q. Pretty good definition. What do you understand how it is they do that? What do they do to ingratiate themselves?
>
> A. Pay special attention to them.
>
> Q. Okay. Anything more specific than that?
>
> A. Do favors for them maybe.
>
> Q. Buy them gifts, do you think that's one?

[1] *See* Defendant Smith depo tr. attached hereto as Exhibit 11.
[2] *See* Charleston County School District policies attached hereto as Exhibit 13.

A. Could be...

Q. Give them a ride?

A. It could be.

Q. Teachers are not supposed to give students rides, are they?

A. I can tell you that as a principal I tell teachers, staff members, you don't give rides to students.

Q. And interacting with them socially outside of school, could that be another form of grooming?

A. I don't know if that's a form of grooming, but I can tell you it's inappropriate.

Q. Something that you disapprove of as principal is for your teachers to engage in social interactions with your students outside of school?

A. It's really a matter of policy, not just of me disapproving of it.

Q. But school policy?

A. School policy, yes...that is not just inappropriate, it is a violation of the policy.

22 Q. Yeah. Why do you think that policy exists?

A. You have to draw -- establish a standard, a line, of student-teacher relationship.

Q. And if a teacher is crossing that line, be it giving rides, spending time socially outside of school, unusual complements, buying gifts, and those things are all potentially grooming steps, don't you think it's important that file on that person reflect that?

A. Any time there's a violation of a teacher or another personnel violating board policies, it should be brought to their attention and brought to their attention in writing and put in the file.

Q. But the fact of the matter is it's against policy for teachers to give students rides. If it happens one time it's reflected, it's happened one time. But if it continually happens and happens and happens and happens, isn't it important for the protection of the students that the ones in charge of that teacher are aware of the fact that this conduct continues to happen and that this is a violation of policy and this could or could not be grooming for sexual molestation?

A. Yes. As principal of the school, I would expect to be informed of any improper conduct by teachers and. As I said, if that -- if I am informed then it would have to be reduced to writing and put in their file.

Q. And your ultimate responsibility is towards the students, isn't it?

A. That's why we're at school, to serve the students.

Q. Do you want your teachers to conduct themselves in a way that is exemplary for the students?

A. Yes.

Q. And you certainly expect your students to respect the teachers, do you not?

A. Yes.

Q. And respect their authority?

A. Yes.

Q. All right. Do you agree with the statement...Students who travel to and from the school on school buses or any trips in connection with school sponsored activities are under school supervision?

A. Yes, I agree.

Q. Okay. You are in charge of the teachers, are you not?

A. Right.

Q. And it's your understanding that it is not encouraged, the use of private vehicles unless essential?

A. Yes.

Q. Did you know that Smith took students in his own car off school grounds to various different places?

A. ...No. I didn't have any of that information prior to his retirement.

Q. All right. Did you know that he took student athletes to various summer camps?

A. I had no idea.

Q. Did you know he took them out of state to summer camps, overnight summer camps?

A. I had no idea.

Q. Is that permissible?

A. ...Any overnight trips in state or any trip out of state has to be approved by the Board of Directors before that can be done.

Q. Do you have any of those for Smith taking his student athletes out -- to summer camps and out of state?

A. No...

Q. Do you know whether the superintendent authorized the use of Charlie Smith's vehicle for the transportation of school children to and from school sponsored activities?

A. No. I have no knowledge of that. None whatsoever. I'm not familiar with any instance of a superintendent in this district authorizing the use of private vehicles for the transportation of school children for school sponsored activities.

Q. Okay. And if the use of private vehicles was used by a teacher, coach, other staff member, that would be a violation without proper consent of the superintendent or

the principal, that would be a violation of the policy, wouldn't it?

A. It would be a violation of this policy right here, yes.

Exhibit 1, James Island High School 30(b)(6) depo pp. 49:1-18; 50:1-5, 16-19; 74:23-25; 75:1-2, 12-14. 25; 76:1-13. 24-25: 77:1-12.

During the 1988-1989 academic year, Defendant Smith began touching Jane Doe in inappropriate and sexual ways in his classroom at James Island High School during school hours and utilized the rides he gave her in his vehicle to begin a series of sexual assaults on the minor child Jane Doe. All of these assaults occurred either on school grounds or resulting from rides given by Smith to the Plaintiff from school grounds. He further travelled with the Plaintiff from school grounds to a local horse stable and engaged in sexual contact with the Plaintiff.

The assaults caused the minor child Jane Doe such distress that attempted to end her life by attempting suicide in Smith's classroom shortly after the end of the school day in February 1989. Emergency Medical Services was called, arrived at James Island High School and paramedics rushed Plaintiff out of the school, into the ambulance, and off to the hospital where her stomach was pumped and her life saved.

School and District policy requires that a student who receives such medical attention would result in an investigation by the school, records created and maintained in the student's file, accommodations provided to the student upon their return, and potentially a referral to the Department of Mental Health with a copy of such a referral kept in the student's file.[3]

[3] *See, e.g.* the deposition testimony of the 30(b)(6) representative of James Island High School attached hereto as Exhibit 1 and School District policies regarding emergency care attached hereto as Exhibit 13.

However, nobody at the school or the school district investigated the matter, no accommodations were provided to the Plaintiff upon her return, no contact was made by the school or the district with the Plaintiff's family, no referral made for mental health treatment, and Defendant Smith admittedly did nothing to accommodate the Plaintiff, to inform the proper authorities of the incident, or otherwise demonstrate any care for the Plaintiff's mental or emotional well being.[4] Moreover, according to Smith, a nurse assisted him in providing emergency medical care for the Plaintiff, yet no nurse has been identified by the school, no report made of the incident in the Plaintiff's student records, no report of the incident made in Smith's personnel file, and noinvestigation performed by the School or the District in response to the Plaintiff's suicide attempt.

As testified to by the 30(b)(6) representative of James Island High School, the school should have provided accommodations for the Plaintiff upon her return to school following her suicide attempt and discouraged her from dropping out of school, neither of which occurred in this case:

> Q. What would you expect the -- what actions would be taken by the school in response to a suicide attempt?
>
> A. Well, certainly if it is happening on campus, school personnel have to first act with the safety of the student in mind, notify medical authorities on the campus, notify law enforcement also for assistance, and notify the parents. And then at the same time, call for emergency help and get -- make sure the student is transported to the closest medical facility as quickly as possible.
>
> Q. Okay. And you would expect to be notified as well, wouldn't you?
>
> A. The principal would be notified right away.

[4] *See, e.g.* the deposition testimony of Smith (Exhibit 11) and the 30(b)(6) representative of James Island High School (Exhibit 1) attached hereto.

Q. When the student -- let's assume that the suicide attempt was unsuccessful and they lived and that student comes back, what accommodations would you make for that student?

A. ...I can tell you that what we would do would be similar to any student who has had a serious medical situation and is returning to school after either a short or an extended stay from a medical situation.

Q. What types of things are those?

A. The student may qualify for an accommodation plan, a 504 accommodation plan.

Q. What do you mean when you say that?

A. A 504 is part of 94-142 concerning students with disabilities. You have to assemble and should assemble a team of educators on campus and support personnel, the parents also, the school psychologist to examine if there are any special accommodations that that student will need so that one of the basic life functions -- and education is one of them, are not impacted negatively...So it may be some accommodations in the classroom. A student may require special seating, they may require regular visits to the guidance counselor for school related items.

Q. Do you have a policy on drop outs...What I mean by that is -- You discourage your students from dropping out of school, don't you?

A. We encourage our students to complete high school on time. Not only do we encourage, we have a number of support systems in place at the school to assist them in graduating on time, meaning in four years.

Q. And do you -- if somebody comes to you and says I want to drop out of school, is there -- I mean, is it -- do you just permit that to happen or is there some form of steps taken by the school to try to actively discourage that and you keep that person in school?

A. We actively encourage the students to complete in four years. And if not in four years, complete their high school diploma.

Q. And one of those ways that you could encourage that would be accommodation and things like that if they needed it, if they had circumstances that were unusual or otherwise warranted accommodations?

A. Tutoring, special help after school, all kinds of services to help students complete their regular high school diploma.

Q. And the end goal with that is to get the diploma, correct?

A. Correct.

Exhibit 1, James Island High School 30(b)(6) depo pp. 109:5-20; 110:18-25; 11:1-20; 112: 5-25; 113:1-13

Plaintiff dropped out of high school without any discouragement from Smith, the school, or the school district, without any accommodations provided, and without any questions or concern exhibited for her well-being. Thereafter, Plaintiff, like many sexual abuse victims, struggled in her adult life with sexual dysfunction, mistrust of authority figures resulting in conflict at work and in her personal life, desolation, shame, loneliness, low self esteem, and other physical and psychological manifestations of the trauma suffered at the hands of Defendant Smith and under the watch of James Island High School and the Charleston County School District.[5]

As a result of the unbearable physical and emotional distress, Plaintiff repressed the memories of the abuse at some point prior to her 18th birthday and did not recall any of these memories until her recollection in or around early 2007. Plaintiff has a documented

[5] *See* Deposition testimony, statement to police, and affidavit of Plaintiff attached hereto as Exhibits 4, 5, and 6.

medical history of childhood sexual abuse,[6] contemporaneous written statements of the abuser (Smith),[7] and a chain of facts and circumstances, including classic grooming activities from Smith,[8] Smith's concealment of the Plaintiff's suicide attempt in his classroom,[9] and other incidents involving inappropriate conduct on Smith's behalf[10] which have sufficient probative force to produce a reasonable inference, in the light most favorable to the plaintiff, that the sexual abuse occurred.[11]

Additionally, the testimony of both the Plaintiff and the Defendant's expert witnesses on dissociative amnesia supports the conclusion that the Plaintiff was in fact abused and in fact suffered from dissociative amnesia. One of Plaintiff's expert witnesses, Dr. Timothy Brewerton, testified regarding the Plaintiff's suffering and the phenomenon of dissociative amnesia as follows (due to significance of the required expert testimony in cases involving dissociative amnesia, a lengthy excerpt is appropriate for proper understanding of the phenomenon):

> Q. Can you state to a reasonable degree of medical certainty that the symptoms that [Plaintiff] is having now as an adult are solely related to her allegation that Charlie Smith [abused her] when she was 15?
>
> A. Yes.
>
> Q. How?

---

[6] *See, e.g.* affidavit of Heidi Zinzow, medical records of Tanya Bolton, MUSC, and others attached hereto as Exhibits 7, 8, and 9.

[7] *See* Exhibit 10, a handwritten note from Defendant Smith to the Plaintiff from her 1989 James Island High School yearbook.

[8] *See, e.g.* affidavit of Heidi Zinzow (Exhibit 7), deposition testimony of the 30(b)(6) representative of James Island High school (Exhibit 1), and the deposition testimony of Defendant Smith (Exhibit 11), attached hereto.

[9] *See* Smith's deposition testimony attached as Exhibit 11.

[10] *See* Smith's deposition testimony (Exhibit 11) and the deposition testimony of the 30(b)(6) representative of James Island High School (Exhibit 1) attached hereto.

[11] *See* deposition testimony of Rita Avila attached hereto as Exhibit 12.

A. It all -- ... you know, it's something that I've been studying for literally 25 years and I've seen a number of patients with dissociative disorders who have had longer gaps in their periods of life that they don't remember. So it -- you know, the fact that she had earlier traumas actually primed her to have a later period of time of severe amnesia. I mean, she had an earlier --she had dissociation beginning as a child...

Q. How could that earlier abuse affect her state of mind when she didn't have any memory of it at that time?

A. Because it's imprinted in the brain. Dissociation is a survival mechanism. It's a defense mechanism. Its part of how the brain reacts to overwhelming stress and it alters the course of brain development. And it's a protective mechanism. So that ability to dissociate was triggered and once it's triggered, it kind of sticks around, that propensity continues on into adulthood

The propensity to dissociate is a genetically determined quality. It's part of our personality and it's also much -- we know this from twin studies, there's kind of a bi-mobile distribution, there are high dissociators and low dissociators that run in families and then when you add overwhelming abuse or stress earlier in childhood when there is a propensity toward dissociation, that person maintains that propensity up into and through adulthood.

So the fact that she had these earlier experiences that caused her to block out these memories, which had a protective affect, which allowed her to feel okay at times, it's not gone, it's just hidden. But that propensity is still there when another serious trauma comes along. She -- you know, it worked before in terms of a protective mechanism, it's going to be relied on again as a protective mechanism...

Q. Okay. So the sexual abuse and the physical abuse and the violent home all contributed to her having a 10 to 13 years amnesic period?

A. Yes. Yes.

Q. That she didn't recover until 1996?

A. That is certainly possible, yes.

Q. Okay. And then that made her more prone to develop dissociation after the abuse she alleges at age 15? [by Smith]

A. Exactly.

Q. And that period of amnesia ended at age 18, approximately --

A. In part....She still had partial amnesia, yes, she did, for that event [Smith's abuse]...And that's the way memory recovery happens. It's just not all in one big fell swoop, it's piecemeal. It's fragmented. That's the nature of dissociation. It's the failure to integrate the experience and when it comes back, it comes back in a fragmentary way. That's very typical.

Q. And so how does a person function from age 18 when her memory -- when her ability to recall starts back up, how does she function when she has no memory of 15 of the last 18 years of her life, none?

A. They function at a reduced level, but nevertheless, they function. That's the whole part -- the whole reason for this defense is so that they can function. It's so that they can get -- keep going and not be overwhelmed by the memories attached to the trauma. But people do forget everything....

Q. At what point after the event does the person have to dissociate from that memory in order to qualify for dissociative amnesia?

A. There's no -- there's no definitive point. It -- in some ways it a judgment call, but when you're talking about years of someone's life, big huge chunks, that's obviously abnormal. You know, people without this may not -- nobody remembers everything. Very, very few people remember everything in their lives, but they can generally know what schools they went to, who their teachers were. They can have a kind of stream, you know, a sequence of events that they can have certain -- they can point out certain facts in their life in that sequence. But with people with dissociative amnesia, they're unable to recall even some of the most neutral factual information. And so

it's all kind of relative, you know. The bigger the gap, the more obvious it is.

Q. Okay. So if she had a recall of the events with Charlie Smith and we've got several of them, at least five -- up until her suicide attempt and then after the suicide attempt when she survived, is it possible that she disassociated at that point from those memories?

A. Yeah. You know, you're thinking of it as a one point in time and it's more like a process, rather than one distinct event in time.

Q. Okay.

A. You know, this was an extremely stressful overwhelming time for [redacted] You know, she -- it's not clear what exactly caused her to take the pills, you know, at the school. Something triggered her, chances are at school.

Q. And Charlie Smith was at school, correct?

A. Yes. Yes. Absolutely.

Q. Okay.

A. And then to -- and it's the whole thing, and not to disclose and have the shame of doing this in front of all of her classmates and then coming back and just being so mortified. I mean, it's the whole context –

Q. Okay.

A. -- of the situation that led to the need to disclaim it, to forget about, you know, let me out of here. And that led to her dropping out of school and it's that whole process. So no one can say, oh, it was this time, this minute on this day that dissociation began. It doesn't work that way...

You know and she didn't realize cognitively what happened to her. You have to take her psychology into consideration, her experiences before, the context. You know, she'd already had -- you know, she had very negative experiences with authority figures, father figures. She said in her testimony and told me, as well, that she really looked up to this guy. She needed a father figure. She needed someone to be a positive role model for her. She looked up

to him. He betrayed her. He betrayed her trust. She was -- she thought that he was someone that she could trust and it wasn't going to be a repetition of her father experiences, but he wasn't. And you know, one of the things that happens in kids is that they freeze. They just kind of freeze. They're so frightened. She'd already had -- she'd already been primed to be scared to death of authority, particularly male authority by her family experiences. All right. And this guy comes along and he's nice to her, he gives her attention, you know, he pretends to care about her. There's an attraction, perhaps an attraction at multiple levels, okay. Just getting that attention. It's something that she wasn't used to. That, of course, you're going to like, you know. And he fooled her like a good perpetrator would. He groomed her. He led her to believe that he really cared about her, okay.

Q. Okay.

A. And then sex, she didn't know what sex was. It's completely new experience. Is this love, is this abuse. Kids at her age, particularly her age, she was an immature fifteen-year-old. Never had sex in her life except abusive sex by a female. So it's confusing, completely, you don't know what to think. You know, you're not thinking clearly, someone in that situation.

Q. Okay. So there's no way to say exactly when it started --

A. Correct...

Q. Did she tell you what gave her reason to think that he might kill or seriously injure her?

A. Not specifically, no.

Q. Did you ask her?

A. Yes.

Q. And she couldn't tell you specifically?

A. Right.

Q. Okay.

A. Now, this is something, you know, you want -- you noted one of my papers or presentations was on alexithymia and dissociation, so one of the characteristics of people who -- one of the characteristics of people who have eating disorders, who have trauma, who have dissociation have alexithymia, which is the inability to put your feelings in words. And a lot of people really struggle with that ability to simply state how you're feeling. It may be easy for you and me, but it's not for a lot of people, particularly people who have been traumatized. And I think, my impression was that [Plaintiff] has a lot of trouble identifying specifically her feeling states.

Q. Okay.

A. And I think, you know -- or why. And that kind of clarity that you're asking about, I think is, you know, why did you feel fear and what did you think, you know, what scared you, that's just -- she's unable to do that...it's part of the disorder.

Exhibit 2, Brewerton depo pp. 42:13-25; 43:1-7; 46-47:1-20; 48:18-25; 49:1-5, 18-19, 24-25; 50:1-4; 52:16-25; 53:1-4; 84:4-25: 85-86:1-7; 88:17-25; 89-90:1-13; 92:23-25; 96-97:1-14.

Defendant's expert witness on the phenomenon of dissociative amnesia, Dr. Layton McCurdy, testified as follows:

Q Okay. But you are aware of some cases of sexual trauma in childhood being repressed...?

A I think -- it's my opinion that there are some childhood sexual abuses that are repressed for a time until that child grows and matures a bit more.

Q Okay. And that period of time is not a fixed period of time. It can be short for one, longer for another person?

A That's right...

Q Okay. Now, if I understand your earlier testimony, you are of the opinion that dissociative amnesia exists, that it is a diagnosable illness in certain circumstances?

A I'm almost certain of that...

Q Okay. Do you agree that disassociation is more common in childhood trauma victims than adult trauma victims?

A Yes.

Q And is that because their mental process is not as fully developed as an adult?

A I think that's it. But again, I'm not completely sure.

Q And the ability to cope with traumatic events at a younger age is not -- a person is not as fully equipped to deal with a traumatic event at age 4 as age 40?

A I would agree with that.

Q Okay. So then that -- would you agree that it's more likely for a child victim of trauma to disassociate those memories than it would be as an adult victim of trauma?

A Yes.

Q It's a stretch to say that a child who's had her -- had the trust violated by those with authority and control over her, it's a stretch for 19 you to say that that child going into her adolescence and adult years would have conflict with people in similar positions of authority and trust?

A I can see that, and I can also see, as I read her life history, also see that she had -- she witnessed a physical abuse by two stepfathers.

Q Right.

A She witnessed her mother being raped by one of these people.

Q. Right.

A She was abused by a child -- a baby-sitter as a younger child. Hers was not a smooth life, and those events happened to her well before she was age 15.

Q And is it your -- it's your opinion that those events did not contribute to her susceptibility to abuse?

A ..Did they contribute to her -- to her incidents of abuse is the question. Did that make her more vulnerable to someone she trusted like Charles Smith? I think that could be argued that -- that having a trusting adult might make you more vulnerable to that person.

Q All right. And then –

A Especially when you have had this background of adults that didn't seem very trustworthy, at least in reading the record.

Q Sure. And then to have that -- to get to that point and to have that person who's in a trust and authoritative position, to violate that trust in a sexual way, would then also contribute to the subsequent issues in her life?

A I would say.

Q -- are you aware or do you have an opinion on whether or not a person is predisposed to disassociate traumatic memories?

A ...I can see how that person -- one person might be more vulnerable than another, yeah.

Q And if a person is susceptible or predisposed to disassociation of traumatic events, could it then also be possible that that same person is susceptible or has a propensity -- well, is susceptible to subsequent disassociation of traumatic events? What I mean is if the person is predisposed to disassociate –

A Right.

Q -- assuming that that's the case, and the person is predisposed to disassociate --

A Yeah.

Q -- then they also would be more likely to disassociate on more than one occasion?

A Uh-huh. Yes.

Q Okay. And in reviewing the records, did you find any evidence of hypnosis or suggested memory, false memories that have been implanted in any kind of way?

A I did not.

Q. Okay. And this is just for clarification on what we have been talking about. Is there anything in her, [Plaintiff's] records, or any of the testimony that you can point to that says she recalled these memories prior to 2007?

A No.

Q Okay. That's what I wanted to ask you about. Knowing that it happens, okay? Some people can't -- they just can't function, and they -- in order to cope, the brain on an automatic subconscious level, just kind of pushes it down somewhere in the memory bank to such a degree that it's not in their conscious awareness. Okay? You agree that that happens, and it can happen?

A I will agree that it can happen.

Q Okay. Now, assuming that that can happen, how do we know that there are not incidents of people who go their entire lives without recovering that memory?

A There just has been no case history of that.

Q But there wouldn't be one, would there?

A If they went their entire life, perhaps they would -- it would never -- they would die with that secret.

Q And nobody would –

A There are people who die with secrets. That's a fact.

Q Sure.

A And those secrets could be abuse secrets. Are they gone from -- are they amnestic for those abuse secrets? We don't know the answer to that.

Q Possibly, possibly not.

A Possibly so.

Q But my point is that it -- a person could go their entire life without other people knowing what happened, correct?

A Yeah.

Q And, in fact, assuming that the dissociative amnesia is real and happens so that it's not in that individual's conscious awareness, that person could actually go their entire life without knowing?

A Okay. Yes. I would agree.

Exhibit 3, McCurdy depo pp. 50:4-14; 55:21-25; 63:10-22; 64: 11-15; 73:1-6; 74:25; 75:1-2, 7-25; 76:1; 80:8-12; 83:15-20; 136:23-25; 137-38:1-14.

Defendant Smith is one of at least two teachers who were sexually assaulting student at James Island High School during that academic year. At or near the same time, Eddie Fischer had been sexually assaulted minor students as well. James Island High School and the School District knew or should have known of the time that Defendant Smith was spending with Plaintiff, the rides he was giving her, the fact that she attempted to commit suicide on school grounds, and the harm that was resulting to the Plaintiff.

These Defendants also knew or should have known that the various school and district policies were designed to protect the students and to prevent inappropriate relationships and conduct between teachers and students. These Defendants further knew or should have know that these policies, if fully enforced, would help prevent sexual abuse of students by targeting many of the "grooming" behavior exhibited by child molesters.

These Defendants also knew or should have known that its teachers, including Defendant Smith, who routinely and repeatedly violate these policies, would likely engage in inappropriate conduct, including inappropriate sexual conduct with students.

These Defendants encouraged their teachers to be role models and for the students to follow their example and respect their authority,[12] which resulted in Defendant Smith holding a position of authority and trust over the student Plaintiff and therefore a fiduciary duty to Plaintiff to act in her best interests. Plaintiff reposed trust and confidence in Defendant Smith, James Island High School and Charleston County School District and expected their agent, Smith, would act in an exemplary manner and with her best interests in mind Id.

STANDARD OF REVIEW

Summary judgment should not be granted except where it is perfectly clear that no genuine issue of material fact exists and an inquiry into the facts is not desirable to clarify application of the law. Bates v. City of Columbia, 301 S.C. 320, 391 S.E.2d 733 (Ct. App. 1990). In determining whether to grant summary judgment, the pleadings and documents on file must be liberally construed in the nonmoving party's favor and the nonmoving party must be accorded the benefit of all favorable inferences that might reasonably be drawn from the record. Id; Grooms v. Marlboro County Sch. Dist., 307 S.C. 310, 312 (Ct. App. 1992). It is a matter for the jury to consider the weight to be given the testimony. Doe by Doe v. Greenville Hosp. Sys., 323 S.C. 33, 36 (Ct. App. 1994).

SUMMARY OF ARGUMENT

[12] *See, e.g.* the deposition testimony of Smith (Exhibit 11), the 30(b)(6) representative of James Island High School (Exhibit 1) attached hereto, and the Second Amended Complaint in this action.

Generally, a cause of action accrues at the time of the injury. Holy Loch Distributors, Inc. v. Hitchcock, 332 S.C. 247, 503 S.E.2d 787 (Ct. App. 1998). However, the statue of limitations is tolled during until a minor reaches the age of maturity, eighteen. S.C. Code Ann § 15-3-40. Moreover, the discovery rule tolls the statute of limitations during the period a victim psychologically represses her memory of sexual abuse. Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150, 167-168 (Ct. App. 1999); S.C. Code Ann. § 15-3-535.

In order to establish liability, it is not necessary the person charged with negligence should have contemplated the particular event which occurred. It is sufficient that he should have foreseen his negligence would probably cause injury to someone. Greenville Mem'l Auditorium v. Martin, 301 S.C. 242, 245, 391 S.E.2d 546, 547-48 (1990) (citation omitted). The defendant's negligence does not have to be the sole proximate cause of the plaintiff's injury; instead, the plaintiff must prove the defendant's negligence was at least one of the proximate causes of the injury. Bishop v. South Carolina Dep't of Mental Health, 331 S.C. 79, 88-89, 502 S.E.2d 78, 83 (1998) (citations omitted).

The Defendants in this case would be liable to the Plaintiff for her loss when their responsibility to supervise or control Smith or otherwise protect its student, the Plaintiff, is exercised in a grossly negligent manner. S.C. Code Ann. § 15-78-60(25); Grooms v. Marlboro County Sch. Dist., 307 S.C. 310, 313 (Ct. App. 1992). Whether in fact the loss resulted from the Defendant's alleged grossly negligent conduct is for the jury to determine. Woodell v. Marion Sch. Dist. One, 307 S.C. 297 (S.C. Ct. App. 1992); Duncan v. Hampton County Sch. Dist. 2, 335 S.C. 535, 545-546 (Ct. App. 1999).

Here, the record contains evidence sufficient to create a genuine issue of fact regarding the question of whether the school district exercised in a grossly negligent manner its duty to supervise its teacher, Smith, and protect its student, the Plaintiff in its schools. Accordingly, the motions for summary judgment must be denied.

I. THE PLAINTIFF IS WITHIN THE STATUTE OF LIMITATIONS.

Generally, a cause of action accrues at the time of the injury. Holy Loch Distributors, Inc. v. Hitchcock, 332 S.C. 247, 503 S.E.2d 787 (Ct. App. 1998). However, the statue of limitations is tolled during until a minor reaches the age of maturity, eighteen. S.C. Code Ann § 15-3-40. Moreover, the discovery rule tolls the statute of limitations during the period a victim psychologically represses her memory of sexual abuse. Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150, 167-168 (Ct. App. 1999); S.C. Code Ann. § 15-3-535.

Plaintiffs such as the Plaintiff in this case do not suffer from statutory limitations on filing and action where circumstances prevent them from knowing they have been harmed. Moriarty, 334 S.C. 162 (Ct. App. 1999). Survivors of sexual abuse who repress their memories of sexual abuse and then recover them many years later -- when they are finally able to confront them – would otherwise be effectively blocked from seeking legal redress for their injuries by traditional statutes of limitations, which typically commence when the wrong is committed. These statutes, such as those relied upon by the Defendants in their motions for summary judgment, traditionally provide no legal action can be maintained unless brought within a specified period of time. However, in cases such as this one involving repressed memory, the victim is unaware of the wrongful event until well after the statute of limitations has expired.

In response to such cases, South Carolina has applied the discovery rule to prevent the injustice which would result from the strict application of the statute of limitations. *See* Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150, 167-168 (Ct. App. 1999). The Defendants acknowledge this is a case of alleged repressed memory of childhood sexual abuse and that the Plaintiff does not claim merely that she did not realize the full extent of her injuries and, as such, this case is distinguishable from Doe v. Crooks, 364 S.C. 349, 613 S.E.2d 536 (2005), which is relied upon heavily by the Defendants in support of their motion for summary judgment.

In Doe, the plaintiff was aware that as a child he had been sexually abused by his father for a number of years, however, it was not until many years later that he learned the extent of his injuries. The Supreme Court held that S.C. Code Ann. Section 15-3-40(1) (Supp. 1991) tolls the statute until the plaintiff reaches majority, however, because Doe did not involve allegations of repressed memory, the Court held the action was barred.

Here, the Plaintiff claims that the Plaintiff was abused and otherwise harmed by the Defendants while she was a minor, repressed those memories before she reached the age of majority, and did not recover them until early 2007. When viewing the facts in the light most favorable to the Plaintiff, this case was filed within 1 year of recollection of the abuse from Smith - the trigger of the statute of limitations in repressed memory cases, well within the 3 year statute of limitations provided by the discovery rule. *See* S.C. Code Ann. § 15-3-535; Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150, 167-168 (Ct. App. 1999). Accordingly, the Defendants motions should be denied.

a. THERE IS SUFFICIENT INDEPENDENTLY VERFIABLE EVIDENCE OF ABUSE.

"Objective verifiability" is required for the application of the discovery rule in cases of repressed memory. Moriarty, 334 S.C. 150, 171 (Ct. App. 1999).

The element of "objective verifiability" may be satisfied by corroborating evidence, for example:

> (1) admission by the abuser; or
>
> (2) a criminal conviction; or
>
> (3) documented medical history of childhood sexual abuse; or
>
> (4) contemporaneous records or written statements of the abuser, such as diaries or letters; or
>
> (5) photographs or recordings of the abuse; or
>
> (6) an objective eyewitness's account; or
>
> (7) evidence the abuser had sexually abused others; or
>
> (8) proof of a chain of facts and circumstances having sufficient probative force to produce a reasonable and probable conclusion that sexual abuse occurred.

Id.

Here, Plaintiff has a documented medical history of childhood sexual abuse,[13] contemporaneous written statements of the abuser (Smith),[14] and a chain of facts and circumstances, including classic grooming activities from Smith,[15] Smith's concealment of the Plaintiff's suicide attempt in his classroom,[16] and other incidents involving

[13] *See, e.g.* affidavit of Heidi Zinzow (Exhibit 7), deposition testimony of the 30(b)(6) representative of James Island High school (Exhibit 1), and the deposition testimony of Defendant Smith (Exhibit 11), attached hereto.

[14] *See* Exhibit 10, a handwritten note from Defendant Smith to the Plaintiff from her 1989 James Island High School yearbook.

[15] *See, e.g.* affidavit of Heidi Zinzow (Exhibit 7), deposition testimony of the 30(b)(6) representative of James Island High school (Exhibit 1), and the deposition testimony of Defendant Smith (Exhibit 11), attached hereto.

[16] *See* Smith's deposition testimony attached as Exhibit 11.

inappropriate conduct on Smith's behalf[17] which have sufficient probative force to produce a reasonable inference, in the light most favorable to the plaintiff, that the sexual abuse occurred.[18]

Additionally, the testimony of both the Plaintiff and the Defendant's expert witnesses on dissociative amnesia, discussed more fully above, supports the conclusion that the Plaintiff was in fact abused and in fact suffered from dissociative amnesia. Ultimately the issue of whether and when the Plaintiff repressed her memories and when she recovered them are questions of fact to be determined by the jury. Moriarty, 334 S.C. 150 (Ct. App. 1999). Accordingly, the Defendants' motions should be denied.

II. THE DEFENDANTS OWED A DUTY OF CARE TO SUPERVISE SMITH AND TO PROTECT THE PLAINTIFF.

In order to establish liability, it is not necessary the person charged with negligence should have contemplated the particular event which occurred. It is sufficient that he should have foreseen his negligence would probably cause injury to someone. Greenville Mem'l Auditorium v. Martin, 301 S.C. 242, 245, 391 S.E.2d 546, 547-48 (1990) (citation omitted). The defendant's negligence does not have to be the sole proximate cause of the plaintiff's injury; instead, the plaintiff must prove the defendant's negligence was at least one of the proximate causes of the injury. Bishop v. South Carolina Dep't of Mental Health, 331 S.C. 79, 88-89, 502 S.E.2d 78, 83 (1998) (citations omitted).

Here, the reasonable inference drawn from the testimony and evidence at this stage is that Defendant Smith routinely and repeatedly violated school policy in the

[17] *See* Smith's deposition testimony (Exhibit 11) and the deposition testimony of the 30(b)(6) representative of James Island High School (Exhibit 1) attached hereto.

[18] *See* deposition testimony of Rita Avila attached hereto as Exhibit 12.

discharge of his duties as a teacher and that both James Island High School and the Charleston County School District did absolutely nothing to enforce these policies, nothing to ensure that they were being followed, and nothing to document Smith's violations of policy in his personnel file so that appropriate action could be taken. Plaintiff claims focus on the Defendant's alleged gross negligence in supervising its teacher, Smith, and protecting its student, the Plaintiff.

The South Carolina Supreme Court has defined gross negligence as "the failure to exercise slight care" and "the absence of care that is necessary under the circumstances." Hollins v. Richland County Sch. Dist. One, 310 S.C. 486, 490 (1993). South Carolina law is clear that the Defendants are liable to its students for a loss when their responsibility to supervise, protect, or otherwise control one of its teachers was exercised in a grossly negligent manner under S.C. Code Ann. § 15-78-60(25); Woodell v. Marion Sch. Dist. One, 307 S.C. 297 (Ct. App. 1992). Whether in fact the loss resulted from the Defendant's alleged grossly negligent conduct is for the jury to determine. Woodell v. Marion Sch. Dist. One, 307 S.C. 297 (S.C. Ct. App. 1992); Duncan v. Hampton County Sch. Dist. 2, 335 S.C. 535, 545-546 (Ct. App. 1999).

Under these factual circumstances, whether School District exercised "slight care" in never once noticing that Smith was giving student's rides in his car and utilizing that vehicle to sexually abuse the Plaintiff, never once making no effort to offer guidance, accommodation, or other support to the Plaintiff when she attempted suicide on school grounds, and otherwise completely failing to ensure its teacher, Smith, adhered to policies designed to protect the students, including the Plaintiff, is a question for the jury. Furthermore, it is for the jury to determine whether these failures constituted gross

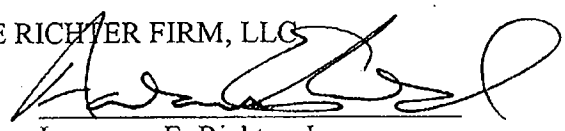
negligence and whether the Plaintiff's injuries were proximately caused by such gross negligence. Accordingly, the Defendants' motions should be denied.

CONCLUSION

For the foregoing reasons, the Defendants' motions for summary judgment should be denied.

Respectfully Submitted,

THE RICHTER FIRM, LLC

By: 

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7/22, 2012
Mt. Pleasant, South Carolina

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF ROBERT BOHNSTENGEL
30(b)(6) JAMES ISLAND HIGH SCHOOL

JANE DOE,

Plaintiff,

vs.

Case No. 2010-CP-10-7699

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH,

Defendants.

DEPONENT: ROBERT BOHNSTENGEL
DATE: July 16, 2012
TIME: 9:00 AM
LOCATION: Young Clement Rivers
25 Calhoun Street
Charleston, South Carolina

REPORTED BY: DARAH L. NEKOLA
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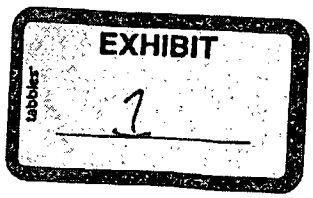

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ROBERT BOHNSTENGEL,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. EDWARDS:

(Exhibit No. 1 was marked for identification.)

Q. State your name for the record, please?
A. Robert E. Bohnstengel.
Q. And what is your position at James Island High School?
A. I'm principal at James Island Charter High School.
Q. Can you spell your last name?
A. B-o-h-n-s-t-e-n-g-e-l.
Q. How long have you been a principal?
A. Since 2005.
Q. What did you do before 2005?
A. I was assistant principal at James Island Charter High School beginning in 1998.
Q. How long have you been at James Island High School?
A. Since 1998.
Q. Any other positions you have held other than assistant principal and principal?

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A. In Charleston County?
Q. At James Island High School.
A. No, that's it.
Q. Have you held other positions in Charleston County?
A. Yes. I was principal at Charlestowne Academy from '97 to '98.
Q. And where were you in the '87 and '88 and '89 school year?
A. Jasper County High School.
Q. In Jasper County, South Carolina?
A. Yes.
Q. I am going to hand you what has been marked as Plaintiff's Exhibit Number 1. And it's a cover letter with the Second Amended Notice of the 30(b)(6) deposition of James Island High School. Have you ever seen this?
A. No, I have not.
Q. In preparation for today's deposition, have you met or spoke with anybody other than your attorney?
A. Concerning this deposition?
Q. That's right.
A. No.
Q. And you brought with you a stack -- what did

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you bring with you? Can you tell me what it is?
A. That's a copy of the James Island Charter High School Manual.
Q. And these are policies specific to the school?
A. Yes.
Q. How do they differ in any way from Charleston County policies?
A. They differ -- some of the policies differ slightly, but they were patterned after the Charleston County School District policies.
Q. Can you give me an example of one that's different?
A. There are -- in personnel areas, there are policies that apply to teachers who were hired after we converted to a charter school.
Q. I see.
A. As opposed to teachers who were there before we were a charter high school.
Q. Okay. Now, anything -- any glaring differences in the way those teachers are handled?
A. No.
Q. They're not given any additional leeway on any student-related policies, are they?
A. No.

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Q. Now when were these policies set out?
A. Beginning 2003, they were drafted.
Q. Okay. Who drafted them?
A. The charter high school board of directors at that time in cooperation with the principal at that time.
Q. And were you the principal at that time?
A. No, I was not.
Q. Who was the principal at that time?
A. Dr. Nancy Gregory.
Q. And she was then a superintendent, was she not?
A. No. She was principal.
Q. What does she do now?
A. She's retired.
Q. Do you know whether or not there are any teachers at James Island High School now who were teachers in the late 1980s at James Island High School?
A. There are -- to the best of my recollection, there are a few teachers that were at James Island High School in the late '80s.
Q. Can you tell me their names, please?
A. I can think of two. Alma Davis.
Q. What does she teach?

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A. She teaches science. And Dorothy Meek possibly.
Q. Meek?
A. M-e-e-k. Yes.
Q. Any other staff, administrators, anybody else you can think of that have been there since the '80s?
A. Staff would have been Lynn Shaddrix.
Q. Anybody else?
A. Those are the only ones that I can think of.
Q. Is Lynn Shaddrix your secretary?
A. She's the administrative assistant, yes.
Q. To the principal?
A. Yes.
Q. Did you discuss this with her at all?
A. Discuss it? I told her I was going to the deposition, and she knows what the deposition is about because my understanding is that she was deposed also.
Q. Did you-all talk about that?
A. No, we did not.
Q. Do you know why it was that she was deposed? Did she say anything about that, what her involvement was?
A. Other than we're both familiar with what --

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well, of course, who it is that is the defendant in this case and looking for teachers or staff members who were at the school at that time who might have some knowledge of Charlie Smith and his role as a teacher at the school.

Q. And you-all -- could you come up with anybody, other teachers that may know Smith, what he did at the school, things like that?

A. We didn't come up with anybody. We weren't discussing something specific to the case other than they were -- there might be people that were at the school and that might be questioned and --

Q. And that's what I'm asking. Who those people might be.

A. And Alma Davis and Dorothy Meek are the people I can think of. I was not there, you have to understand, at James Island High School at the time. I would have known that Dorothy and Alma were there at the time because I have been at James Island High and Charter High since '98 and have got to know them. They are both on the leadership team, so I got to know them.

Q. Are you familiar with the policies and procedures of the school in the late 1980s?

A. No, I'm not.

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Q. Do you know anything about what the allegations are in this case?

A. Yes.

Q. Okay. Tell me what your understanding of the allegations are.

A. That Charlie Smith had inappropriate contact of a sexual nature with a student.

Q. Do you know when that is alleged to have occurred?

A. Sometime in the late '80s.

Q. And you became aware of that at some point as principal, didn't you?

A. Yes, I did.

Q. What year was that approximately?

A. 2007.

Q. How did you become aware of that?

A. I received a phone call -- if I remember correctly, from Dr. Beverly Varnado.

Q. Who is that?

A. I knew Beverly Varnado prior to 2007 as an associate superintendent at Calhoun Street, Charleston County School District.

Q. Can you spell Varnado?

A. V-a-r-n-a-d-o-e (sic).

Q. Just for her benefit and for our own, she's

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going to be transcribing it and names and spellings and things like that will save some time at the end.

Along those lines, have you ever been deposed before?

A. Yes.

Q. So you are generally familiar that we need verbal responses, try not to talk over each other and things like that. And if you need a break or anything like that, just let me know. If you don't understand a question, ask me for clarification and not your attorney or anybody else. Do you understand all of those instructions?

A. Yes, I do.

Q. Now, Beverly Varnado you got a phone call from her I think you were saying?

A. Yes.

Q. Tell me about that.

A. Dr. Varnado called me and told me she needed to talk to me about some information that the district had received concerning Charlie Smith. That a member of the board at that time, of the Charleston County School Board, had received information that there was going to be a complaint filed about his behavior with a student from

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sometime in the late 1980s. And that the former student was engaging legal counsel at that time and that we may be getting some kind of summons, a complaint of some sort, and that I would be receiving a letter soon affirming all of this that was happening.

Q. A letter from?

A. Sue Holiday, director of human resources.

Q. Did you get a letter to that effect?

A. Yes, I did.

Q. Why would Beverly Varnado not send you a letter? Does it go from her to Sue Holiday?

A. Dr. Varnado was -- she was retired, but she was doing some part-time human resources work contracted with the school district at that time, so it wasn't unusual for her to be involved in some human resources issues.

Q. Okay. And what were your marching orders at this point? Did you have any?

A. She called to let me know that there would be a letter and to keep me informed of -- or get me informed of something that was affecting one of the staff members at the school.

Q. All right. And so you had that phone call and then at some point -- do you know about how

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long it took for you to receive the letter?
A. I think it was the next day, if I remember correctly.
Q. So shortly after that you get a letter from Susan Holiday?
A. It may have been that next day or the day after, but it was quickly.
Q. What did the letter say?
A. That one of the staff members at James Island Charter High School had been accused of sexual misconduct with a student sometime in the 1980s and that a member of the Charleston County School Board had been informed. If I remember, it was Gregg Meyers in the letter and that this may affect one of our staff members.
Q. Do you know whether or not Ms. [redacted] was represented by counsel out that point?
A. I had no knowledge of anybody's -- of the complainant's name. I do know that it was -- I think the letter did say that counsel had been obtained by the complainant.
Q. So you got the letter. It said there's going to be a complaint?
A. Uh-huh.
Q. Then what? Were you given any instructions

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on how to proceed then?
A. No.
Q. What's the protocol?
A. Well, in terms of protocol with Charleston County School District and James Island Charter High School as it affects the principal, there wasn't any protocol. As a charter school, we are, you know, an autonomous school, and we have our own elected Board of Directors. We are authorized by the Charleston County School District. So for the most part, the superintendent, the associate superintendent, the certified personnel at Charleston County School District don't have any supervisory capacities or responsibilities with me as principal.
Q. Okay. Did the school district perform an investigation?
A. Did the school district?
Q. The school district.
A. I have no idea.
Q. Did the school -- did James Island High School perform an investigation?
A. What I did was I -- after I received that letter, I called Charlie Smith into the office and questioned him about his knowledge of what was

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contained in that letter. He was aware that there was someone who was making a complaint. If I remember correctly, he told me he didn't know who it was. He didn't have an attorney at that time.
Q. Did he tell you how he knew?
A. There was some letters that were turning up throughout the community, and I don't remember if he mentioned it was one of those letters or someone had told him.
Q. All right. So you called him in and you questioned him. He already knew at least something about it. What did he say about it and how did you-all --
A. That it was false. Everything was false.
Q. How did you resolve it? Is that it?
A. I told him -- this was sometime in the -- early in the morning of that school day. I told him I would be back in touch with him by the end of the school day and asked him -- instructed him not to leave the campus until he and I had another conversation.
Q. Okay.
A. I then --
Q. Let me ask the question. What did you do after that first conversation leading up to the

Page 16

second?
A. I conferred with our counsel.
Q. Which was?
A. Hagood and Kerr.
Q. And they were counsel for the James Island High School?
A. James Island Charter High School, yes.
Q. And then what did you do after that?
A. I then talked to the department leader for the PE department. Mr. Smith was a member of the PE department.
Q. Who did -- who was the department leader?
A. At that time it was Millie Kennedy.
Q. Tell me about that conversation.
A. Well, I told Ms. Kennedy -- she is -- she was aware that there was something afoot, so to speak, because the letters that I mentioned had circulated and quite a few people knew about it. So I discussed with her what was being alleged.
Q. And what did she have to say about it?
A. She was at the school during the late '80s. She said she had no knowledge of anything like that, any misbehavior on Mr. Smith's part.
Q. What was her name?
A. Millie Kennedy. I also asked her if she had

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any suspicions or reason to believe that Charlie Smith was acting in any way, shape, form, or fashion in an unprofessional manner with any of his students even though it was what 20 -- almost 20 years after this alleged incident. She had no reason to believe that he was not discharging his duties in an appropriate manner.

I told her at that time that I would let her know by the end of the day if there was going to be any personnel action that I would have to take with Mr. Smith.

Q. Okay. Anybody else that you spoke to?

A. Spoke to assistant principals at that time.

Q. Who were they and what would they have known? What did they know?

A. All right. Maureen Jessup.

Q. Assistant principal?

A. Yes.

Q. How long had she been there?

A. Maureen had only been there a couple of -- 2 or 3 years. She was hired while I was still an assistant principal.

Q. So you told her about the allegations.

A. No, I did not.

Q. You did not tell her?

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A. I did not tell her about the allegations.

Q. Tell me about your conversation with her.

A. The same kind of conversation, part of, that I had with Millie Kennedy. I wanted to know if she had heard any -- if anybody had discussed with her or reported to her any improper conduct of any sort from Mr. Smith, whether it be students or staff members.

Q. What did she say?

A. No, she had not.

Q. Who else?

A. Terri Siders, Dr. Terri Siders now. She was assistant principal.

Q. How do you spell Siders?

A. S-i-d-e-r-s.

Q. She was another assistant principal?

A. Correct.

Q. How long had she been there?

A. One year.

Q. Okay. Tell me about the conversation.

A. It was essentially the same. Had she received any complaints, any information that Mr. Smith had acted in an unprofessional manner with a student.

Q. What was her response?

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A. No, she had not received any.

Q. Did you ask them if they had any suspicions?

A. Yes.

Q. What did they say?

A. No.

Q. Anybody else?

A. John Thomas.

Q. And he's another assistant principal?

A. Right.

Q. How long had he been there?

A. John had been there two years.

Q. Same conversation?

A. Yes.

Q. All right. Who else?

A. That was it.

Q. What did you do then?

A. I talked with Charlie Smith at the end of the day. Informed him that I would be placing him on administrative leave with pay and that he was not to return to campus until I notified him.

Q. Okay. What exactly is administrative leave with pay?

A. Stay home, you will receive your pay. Don't come to campus.

Q. How long did that last?

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A. It was 3 to 5 days. I don't remember exactly. No more than 5.

Q. All right. What happened in those 3 to 5 days?

A. I conferred with our counsel again and informed -- I conferred with our counsel again. I was waiting to see if there was going to be any other information that would be coming from the school district or any other entity about this case.

Q. What type of information were you looking for? Were you waiting to hear?

A. Something that would substantiate the allegations. Something that would lend credence to it.

Q. So was the district then also interviewing people?

A. I have no idea. I don't know.

Q. Do you know if any of your people were questioned by anybody at the district?

A. Nobody reported that to me.

Q. Were you questioned by anybody at the district?

A. No.

Q. Had a criminal complaint been filed at that

Page 21

point?
A. I don't know. I asked Mr. Smith that also, now that you mention it, if he had been even questioned by the sheriff's office or CPD. And he had not. And I don't know of any complaints that had been filed in criminal courts or with the sheriff's office.
Q. Okay. You don't know if it had happened at that point. Did you learn at some later point that criminal charges had been filed?
A. No.
Q. Do you know now sitting here --
A. No.
Q. You didn't know that?
A. No.
Q. After the three- to five-day period, did you speak with anybody else or did anybody else speak with you about the allegations against Smith?
A. Not the allegations other than the letter that was being circulated.
Q. Do you remember what the letter said?
A. I think it was -- it might have been even a two page letter. Something about some misconduct -- sexual misconduct by Mr. Smith back in the late '80s.

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Q. Who did you -- who had received the letter, who did you discuss it with?
A. If I remember correctly, when I had the conversation -- sometime right after I had a conversation with the assistant principals, one of the assistant principals -- I think it was Terri Siders, had received one of the letters.
Q. Is that a man or a woman?
A. Woman.
Q. Had she received the letter?
A. Yes. She brought it to me, showed it to me.
Q. You hadn't received one?
A. No, I had not.
Q. Do you know who sent it?
A. No, it was anonymous. Had somebody bring one in. A member -- just a random person from the community who had no connection to the high school, an adult, found one on the road.
Q. Just lying on the road?
A. Just lying on the side of the road in an envelope that was all stained and dirty. Said you-all might want to see this.
Q. After 5 days, 3 to 5 days, however long it was, what happened then?
A. I called Charlie Smith, told him he could

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come back to school.
Q. Did you notify the district that you were doing that?
A. I think I called Beverly Varnado to tell her I was doing that.
Q. Did you need their permission?
A. No.
Q. What did she have to say about it?
A. Thank you for the information, if I can remember correctly. She couldn't give me any other updates as to information -- other information that they might have received that everything was as she had discussed the week before with me.
Q. Did you call Susan Holiday?
A. I don't remember calling her.
Q. Did you ever speak with Gregg Meyers?
A. Never did.
Q. Do you know how he learned of it?
A. I think the letter says he was approached by either complainant or another member of the legal community.
Q. Okay. Do you have a copy of that letter?
A. It would probably be in Mr. Smith's school file that we have.
Q. Okay. Do you have any reason why it

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wouldn't be in the file?
A. No.
Q. Who maintains the personnel files?
A. For James Island Charter High School? The personnel files, I have some and then Lynn Shaddrix, she maintains the files. Anything that I have also I would give it to her. So she essentially keeps those files.
Q. Okay. Do you have a records retention policy or -- start with a records retention policy. Do you have one of those at the school, how long certain documents are to be kept?
A. I know when it pertains to student records and personnel records, there's a practice that we have. I don't know right offhand what the number of years is that we keep those at the site. I know that after a certain period, I think it's three- to five-years after a student graduates or someone leaves, that they're archived.
Q. What do you mean when you say archived?
A. They are sent to CCSD archives.
Q. To be kept for a longer period of time?
A. I have no idea then.
Q. But as for personnel, teacher files, no retention policy on those files or is there?

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A. At James Island Charter High School for the purposes of when we became an entity, 2003, we keep them on site.
Q. But for how long?
A. Right now I guess it would be an infinite time.
Q. Since 2003?
A. Yes.
Q. Do you keep them all in paper form or electronic?
A. Yes.
Q. Where do you store them?
A. In file cabinets in Lynn Shaddrix's office.
Q. And she's in charge of keeping them in order?
A. Yes.
Q. How long has she been in charge of the records?
A. Since we started in 2003.
Q. All right. Is it fair to say -- I'm just trying to figure out how -- strike that. This records retention policy, is there any type of policy that you have at school as far as document creation? As far as that I mean these people that you called up, did you speak to them in your office

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or was it over the phone?
A. Face to face.
Q. Did you retain any records or notes of those conversations, anything like that?
A. I may have. I may have. I make a habit of having a spiral bound notebook on my desk and taking notes and holding onto those.
Q. Do you know if you did that here?
A. I haven't looked for them. I don't know for certain.
Q. Would that be kept -- where would that be kept, those types of notes is what I'm asking you?
A. I know.
Q. And in an investigation of an allegation of sexual misconduct, those documents that are created, whether they be notes, statements, letters like you described earlier, is there a policy at the high school on keeping those files somewhere safe and easily retrievable?
A. The practice is when you are talking about personnel files, any information that is reduced to written form like this, the notification to Charlie Smith that he was on administrative leave with pay, those are kept in each individual teacher's personnel file that would be in Lynn Shaddrix's

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office.
Q. Is there a separate file for investigations of misconduct, something like that?
A. I don't categorize them according to investigations or types. It would just be in someone's file if there's action taken.
Q. How many -- then what happens? Is there a separate file for disciplinary actions or is that all individualized with each --
A. Not for teachers, no. There's not a separate file for disciplinary actions.
Q. That would be maintained in each individual teacher's personnel file?
A. Correct.
Q. Okay. Is there a separate category for student disciplinary actions?
A. At James Island Charter High School there's a folder created for students for their disciplinary actions, yes. There's an electronic -- and there's an electronic folder for each student.
Q. A separate -- there's an individual student file correct, and then there's a separate disciplinary action file is that what I understand you to say?

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A. There's two. There's two types. The guidance office would have the student's permanent record, which contains all of the pertinent information revolving around academic performance or nonacademic performance, biographical-type data, things of that nature, grade records. The other file that's kept in the assistant principal's office, what we call room 120, would be the student's disciplinary record.
Q. And that's by student?
A. By student.
Q. And so if a student never had a disciplinary record, their name wouldn't even be in that file?
A. No, it would not. Correct.
Q. So if you as a principal came in and wanted to know who the trouble-making students were, you would go to the disciplinary file for students and you would see these -- one has one, you know, four Redwelds thick, one has one maybe two pages thick, maybe that's it, correct?
MR. QUISENBERRY: Objection to the form.
A. I would --
Q. It would be that easy for you to do that. Is that --

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MR. QUISENBERRY: Objection to the form.
Q. -- a fair statement?
A. First, I wouldn't ask for their trouble-making students. Maybe behaviorally challenged.
Q. I understand. Those are my words.
A. I can access a student's disciplinary record electronically instantaneously. But, of course, there are times when things are reduced to writing that don't appear electronically, and I can go to Famous Jimmy Jones and ask to see his file. And it would also -- in the disciplinary file, it might contain some attendance information in there.
Q. What is the purpose of having that disciplinary file separate from the student file?
A. When you say student file --
Q. Well, the other file.
A. The other file that would be maintained in the guidance department?
Q. Right.
A. Because the student's disciplinary file does not follow that student to places outside of the school, that information does not follow them. For example, if a student's applying to college.

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Q. Sure. Their file in the guidance counselor's office would be the file that would go along with that?
A. Correct.
Q. Okay.
MR. QUISENBERRY: I forgot to tell you this at the start, Aaron, and I want to let you know. He has an appointment at 1:00. I should have told you that. So he's trying -- off the record.
(Off-the-record discussion.)
Q. Why do you not have a similar folder for personnel?
MR. QUISENBERRY: Objection to the form.
A. What do you mean by similar folder?
Q. Well, the students have a file maintained by the guidance counselor that -- for transcript requests or if somebody needs their file for the college application, they can get that. That's got all of their academic information, things like that. But in addition to that, you have a separate folder of disciplinary actions, maybe pour attendance, things like that, cutting class, whatever they may be doing. And you keep that

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separately.
As I understand what you're saying then as for the teachers, they have their individual personnel files and then that's it. No separate disciplinary folder for the teachers. Why?
MR. QUISENBERRY: Objection to the form.
A. Because we have one file for the teachers. That's just common practice.
Q. Okay. How is it then when you leave and a new principal comes in -- and your job as principal is kind of the captain of the ship?
A. Yes.
Q. All of the teachers are underneath you, and you are the leader charged with their supervision ultimately; is that true?
A. That would be true.
Q. When you leave, how does the new principal who comes in -- they can easily go to the disciplinary folder for the students and know what he has got on his hands, he or she.
How is he supposed to know what he has on his hands by way of personnel?
MR. QUISENBERRY: Objection to the form.

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A. He goes to the teacher's folder and that teacher's folder contains records of performance reviews. I wouldn't have attendance information. That can be accessed by way of other files, attendance files, but that personnel folder would contain all of the pertinent information on that individual teacher.
Q. That's true. But a teacher, someone like Smith, somebody similar to him, who has been there for 30 years, he's going to have a lot of performance reviews, he's going to have a lot of stuff in his file that's not going to be of all of that much interest, I wouldn't think, to a new principal, like employment contracts from 20 years ago, and things like that.
There may be -- there may not be, but there may be two or three or four or five complaints made by students of that teacher, but in order for the teacher to go find that, they would have to sift through 500 pages of a 30-year personnel record of one teacher.
How many teachers do you have at James Island High School?
MR. QUISENBERRY: Object to the form.
A. Certified teachers approximately 100.

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Q. And noncertified, how many?
A. Noncertified staff, probably another 30.
Q. 130. What about administrators, other employees, personnel?
A. The certified teachers approximately 100, noncertified classified personnel I think approximately 30.
Q. And that would include everybody else?
A. And then three assistant -- certified assistant principals.
Q. And that includes coaches and things like that as well?
A. Uh-huh.
Q. So 130 or so files. The new principal would have to go look through page by page by page to find out if anybody had ever been accused of any misconduct. Don't you think it's a little bit more efficient to have that centralized disciplinary file like you have for students?
MR. QUISENBERRY: Objection to the form.
A. We haven't found it to be cumbersome at the school.
Q. Well, when you came in in '05, did you do that, go through each personnel file page by page?

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A. No.
Q. How did you find out -- well, strike that. Do you-all have a nurse at the school?
A. Two nurses.
Q. Are they there every day?
A. Yes.
Q. Okay. Have you had two nurses the whole time you have been there?
A. No. We have had one, sometimes 1.2.
Q. What does that mean?
A. One nurse that's there every day and one that's there one day a week.
Q. Okay. Do you know what -- I don't know that it would be a policy, but do you know if James Island High School has had a nurse on staff since the '80s?
A. I have no idea.
Q. Since you have been there in '98, has there been a nurse on staff every day?
A. Since we have been a charter school there has been. Prior to that point in '98, that might be where the .2 came in. I'm not even certain we had a full-time nurse there every day.
Q. Okay. Did you know that [redacted] attempted to commit suicide at James Island High

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School in 1989?
A. I did not know that until just this past weekend.
Q. And there's no record of that in either her student file or Charlie Smith's personnel file. Can you explain that?
MR. QUISENBERRY: Objection to the form.
A. I don't know anything of [redacted] I don't know anything about her file, her student file. If I had known that she was a student at the school in '88, I wouldn't even have access to the file, if I had any reason to look at it. And I know there's nothing in Charlie Smith's file pertaining to that.
Q. Why would you not have access to her file?
A. It would be archived.
Q. Is there a process for retrieving archived information, archived material from the district?
A. I have never attempted to. I have no reason to. My understanding is you ask the folks at the archive office.
Q. If there's a medical emergency at the school and the nurse is required to perform some life saving CPR or emergency medical care, would a note

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of that be put in the student file of the student who required the medical attention?
MR. QUISENBERRY: Objection to the form.
A. Right now at our school? The note -- if there's any life saving procedure that needed to be performed on a student at James Island Charter High School, the nurse would keep a record of that in an individual file.
Q. In the nurse's office?
A. In the nurse's office, yes.
Q. But by student name?
A. By student name.
Q. And is that different now that it's been a charter school? Was that not the procedure before?
MR. QUISENBERRY: Object to the form.
A. I can only speak as to what was -- that was the procedure when I started as an assistant principal there in 1998. What happened before that, I have no idea.
Q. Do you know of any other complaints made about Smith by any students or anybody else?
A. I don't know of any formal complaints that have been made by students.
Q. They don't have to be formal, as in filed or

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anything like that. But anything that would qualify as a complaint, issue raised, notification to the powers that be, that somebody had took issue with something Smith did?

MR. QUISENBERRY: Objection to the form.

MS. JACKSON: Same objection.

Q. Do you understand what I'm asking?

A. I understand. I'm thinking. As an assistant principal -- as an assistant principal, I remember hearing about some incident in one of Mr. Smith's classes in a period he taught swimming class.

Q. Tell me about that.

A. The only thing I know about, something about some girl's top came off in the pool. I don't know what it was. Something. And he was there.

Q. What was his involvement?

A. He was the teacher, and it was a female student and that's all I know.

Q. Was she upset?

A. I have no idea.

Q. Well, what did you --

A. I would imagine she was, but I have no idea.

Q. And what -- how did you come to learn of

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that incident?

A. Either a teacher or another assistant principal had asked me if I had heard about it, if anybody had reported it to me as an assistant principal. Sometimes those student who might not even be under your area of authority might come and tell you things or something that might have happened to one of their friends. But somebody had said something -- asked me if I heard about it, and I said, no.

Q. Do you remember who it was?

A. No. No idea.

Q. Do you remember -- do you know anything about the incident?

A. No.

Q. Do you know whether or not as principal today, would that -- would you expect that type of report to ultimately be received by you?

A. Sure.

Q. Do you know whether or not that would have been the procedure at the time of this incident?

A. At the time that would have been procedure. The principal at that time was Nancy Gregory, and she would have -- she would have expected to receive that report.

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Q. And then in response to that, she would have done something similar to what you did when you received the allegations in this case, correct?

A. Right.

MR. QUISENBERRY: Objection to the form.

Q. And that would include calling or speaking face-to-face with various people?

A. Probably so.

Q. Okay. And if notes and records of those interviews -- I use loosely in quotations, those discussions, conversations, were created, would they have been maintained?

A. Yes.

Q. Where would they be maintained?

A. In Charlie Smith's file.

Q. If no notes were created, what is maintained in the personnel file so that whoever may need to look at it to find out what's going on with this guy, say a later principal, how are you supposed to know about it?

MR. QUISENBERRY: Objection to the form.

A. If there were -- if there were no notes or records kept about such an incident, to me then it

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would be a non-incident.

Q. Well, it wouldn't exist in the personnel file that's for sure.

A. And it probably didn't exist -- hypothetically probably didn't exist at all.

Q. Well, how many nonincidents do you need before there's an incident?

MR. QUISENBERRY: Objection to the form.

Q. Let's say there's ten nonincidents because whoever has looked into it determined on their own it was a non-incident, but it's happened ten times. Never a note put in the file.

Do you think the fact that there are ten prior incidents is something that someone charged with the responsibility of the safety of the student should know?

MR. QUISENBERRY: Objection to the form.

A. My experience at James Island High School and James Island Charter High School is that there wouldn't be ten nonincidents. If there was a complaint made, first off, and it's investigated and there's found to be substance to it, there would be a record kept of it.

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Q. And there's an important qualifier there. I think maybe we just don't see eye to eye on that. That's whether or not there's found to be substance there.

Why do you not maintain a record of the fact that there was a complaint made to whether there's found to be substance to it or not?

MR. QUISENBERRY: Objection to the form.

Q. And it could be kept -- that's my first question. Why do you not, number one. Number two, why do you not keep it in a separate file that you can keep on your own similar to the one that you keep for students so that you have that for at least internal governed purposes?

MR. QUISENBERRY: Objection to the form.

A. If I have concerns that there -- a teacher has not handled a situation appropriately, I will reduce it to writing and it goes in their file.

Q. Was that the policy in the '80s?

A. I have no idea. No idea what the policy was in the '80s. I can only speak to when I was at the school.

Q. Do you know whether or not during your time

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as principal, do you know of any complaints of sexual misconduct with teachers and students? Have there been any that come to your attention other than the one that we're talking about today?

A. Sexual misconduct?

Q. Uh-huh.

A. In my time as principal, not sexual misconduct. But misconduct -- and I don't -- for lack of a better phrase, just inappropriate.

Q. That's fine. I don't want to --

A. There was one incident that I can remember.

Q. What was the incident?

A. The incident was a teacher who had made comments to a student that he viewed as complementary, and she viewed them as making her feel uncomfortable.

Q. Okay.

A. And according to the student, it happened more than once. And she came to see an assistant principal and she said that she felt that he was speaking to her in an inappropriate manner or suggestive manner.

Q. And that's the only one?

A. That's the only one that I can remember, yes.

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Q. Who was this teacher?

A. His name?

Q. Yes.

A. Chuck Jones.

Q. Are you familiar with the process of grooming?

A. I have heard this term.

Q. What does it mean to you?

MR. QUISENBERRY: Objection to the form.

A. I have read it as being described as someone in a position of authority who ingratiates themselves to a younger individual or someone who is under their area of responsibility or a subordinate to make them feel more comfortable and then later on taking advantage of them.

Q. Pretty good definition. What do you understand how it is they do that? What do they do to ingratiate themselves?

MR. QUISENBERRY: Objection to the form.

A. Pay special attention to them.

Q. Okay. Anything more specific than that?

A. Do favors for them maybe.

Q. Buy them gifts, do you think that's one?

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MR. QUISENBERRY: Objection to the form.

A. Could be.

Q. Give them complements, could that be one?

MR. QUISENBERRY: Objection to the form.

A. I wouldn't agree with that. I wouldn't agree with that because in our business as teachers, I think it's important to complement students for what they do.

Q. What do you mean do favors? Give them a ride?

MR. QUISENBERRY: Objection to the form.

A. It could be.

Q. Teachers are not supposed to give students rides, are they?

MR. QUISENBERRY: Objection to the form.

MS. JACKSON: Objection to the form.

A. I can tell you that as a principal I tell teachers, staff members, you don't give rides to students.

Q. And interacting with them socially outside of school, could that be another form of grooming?

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MR. QUISENBERRY: Objection to the form.
A. I don't know if that's a form of grooming, but I can tell you it's inappropriate.
Q. Something that you disapprove of as principal is for your teachers to engage in social interactions with your students outside of school?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. It's really a matter of policy, not just of me disapproving of it.
Q. But school policy?
A. School policy, yes.
Q. And district policy, too, correct?
MR. QUISENBERRY: Objection to the form.
A. I can tell you -- I will speak about James Island Charter High School and school policy, that is not just inappropriate, it is a violation of the policy.
Q. Yeah. Why do you think that policy exists?
MR. QUISENBERRY: Objection to the form.
A. You have to draw -- establish a standard, a

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line, of student-teacher relationship.
Q. And if a teacher is crossing that line, be it giving rides, spending time socially outside of school, unusual complements, buying gifts, and those things are all potentially grooming steps, don't you think it's important that file on that person reflect that?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. Any time there's a violation of a teacher or another personnel violating board policies, it should be brought to their attention and brought to their attention in writing and put in the file.
Q. And it should also be brought to the attention of the people who are charged with the responsibility of overseeing that person, don't you agree?
MR. QUISENBERRY: Objection to the form.
Q. Whether or not there's anything -- there may not be anything improper with the person, it was raining they didn't have a ride, they did it one time, gave them a ride home. But the fact of the matter is it's against policy for teachers to give

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students rides. If it happens one time it's reflected, it's happened one time. But if it continually happens and happens and happens and happens, isn't it important for the protection of the students that the ones in charge of that teacher are aware of the fact that this conduct continues to happen and that this is a violation of policy and this could or could not be grooming for sexual molestation?
MR. QUISENBERRY: Objection to the form.
(The pending question was read back by the reporter.)
Q. Do you understand that question?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. Yes. As principal of the school, I would expect to be informed of any improper conduct by teachers and. As I said, if that -- if I am informed then it would have to be reduced to writing and put in their file.
Q. And your ultimate responsibility is towards the students, isn't it?
MR. QUISENBERRY: Objection to the

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form.
A. That's why we're at school, to serve the students.
Q. Do you want your teachers to conduct themselves in a way that is exemplary for the students?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Objection to the form.
A. Yes.
Q. And you certainly expect your students to respect the teachers, do you not?
A. Yes.
Q. And respect their authority?
A. Yes.
Q. Did you know that Smith took students in his own car off school grounds to various different places?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. Was this during the period of the late '80s?
Q. He certainly did it in the late 80s, yes.
MR. QUISENBERRY: Objection to the form.

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A. I was aware of it after this Complaint and suit started, yes.
Q. Did you ask him about that or did you talk about that at all with him?
A. No. I didn't have any of that information prior to his retirement.
Q. All right. Did you know that he took student athletes to various summer camps?
A. I had no idea.
MR. QUISENBERRY: Objection to the form.
Q. Did you know he took them out of state to summer camps, overnight summer camps?
MR. QUISENBERRY: Objection to the form.
A. I had no idea.
MS. JACKSON: Same objection.
Q. Is that permissible?
MR. QUISENBERRY: Objection to the form.
A. At James Island Charter High School now?
Q. Sure.
A. In order for a teacher, a coach, any staff member to take students off school grounds, there has to be permission granted. Permission

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granted -- in state trips that are not overnight have to be granted by the administration. Any overnight trips in state or any trip out of state has to be approved by the Board of Directors before that can be done.
Q. And where would records of those permissions and consents be found?
A. For James Island Charter High School it would be, number one, the board minutes. If it was an out of state trip, minutes from the Board of Director's meetings. In state trip that weren't over night, we have those kept in a file for the athletic department. Well, actually the clerk keeps the travel permission forms. They would be kept.
Q. Do you have any of those for Smith taking his student athletes out -- to summer camps and out of state?
A. No, I don't remember. I don't remember any that were authorized by the administration, by me, and certainly not by the Board of Directors. I don't remember of any.
Q. All right. Did the Board of Directors discuss this incident and the allegations made against Smith?

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A. Did the Board of Directors discuss this?
Q. Yes.
A. I reported it to the Board of Directors sometime this past spring in an executive session.
Q. Okay. Does that mean you didn't keep any minutes of that discussion?
A. Correct.
Q. Did you have a lawyer present?
A. No.
Q. This past spring, who maintains the minutes of the meetings?
A. Ms. Cheryl Kennedy this past year.
Q. Now, I want to make sure I understand your testimony. You-all brought this up -- are these board meetings public?
A. Yes.
Q. You brought this up at a public board meeting. Was there anybody in attendance?
A. This was in an executive session.
Q. I understand. I'm talking about the board meeting. This didn't occur during a board meeting?
A. Yes, it did. During a board meeting in executive session.
Q. Prior to going into executive session, were there any members of the public present?

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A. I don't remember. There probably was.
Q. All right.
A. We do have some people that come to --
Q. And you-all discussed various matters of business and then went into executive session. Did you kick all of the members of the public out?
A. We go to a separate room. They are allowed to wait for us to come out of executive session.
Q. So you went and did that, discussed this case, came out, did you put anything on the record then?
A. If we discussed anything in executive session that needed action, there would be a record of the action taken.
Q. Did you take any action, do you remember?
A. I don't remember if we took any action in the executive session at that time.
Q. Who is on the Board of Directors?
A. Rusty Thomas, Keith Bolus.
Q. How do you spell Bolus?
A. B-o-u-l-u-s (sic). Raymond Wright, Cynthia Dillard, Dr. Jennifer Wright, Dr. Lerah, that's L-e-r-a-h, Lee-Smith.
Q. Spell her first name?
A. L-e-r-a-h. And Dr. John Franklin.

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Q. Prior to James Island High School becoming a charter school, how was the relationship between the school district and the high school different?
A. We were one of eight or nine high schools at that time in the Charleston County School District, and as such --
MR. QUISENBERRY: Off the record.
(Off-the-record discussion.)
A. We are one of eight or nine high schools, and they had supervisory authority over the high school. We were and still are in Constituent District 3. And at that time the government structure, management structure was closer, if I could say that, than it is now. The constituent district structure allowed for a constituent district superintendent to keep in closer touch with the high school. And all of the schools in their constituent district for the high school.
Also there was a constituent Board of Directors, Board of Education, also acted as the hearing for disciplinary matters. And being only one high school in Constituent District 3 on James Island, that meant that we got to know, as assistant principals, we spent a fair amount and we got to know the constituent board members much

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closer than Charleston County School Board members because there were -- there was at least one time during the school year that you would have a hearing for disciplinary matters with the constituent board.
Q. The constituent board is something that's new to the charter board?
A. No. No. That's the structure of the Charleston County School District consolidation after 1968. So that was one of their responsibilities to act as a hearing board for disciplinary matters, for expulsion recommendations, and there are only five members on that constituent board, and we got to know them very well.
Q. And that was headed up by the district, that board?
A. No. It's a separate elected board. It's one of the most unique government structures -- school government structures in the United States. That's not a hyperbole or anything. You have a county board and then you have seven constituent boards, seven separate constituent boards. And it was always -- it was interesting to see how their responsibilities crossed over.

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So our relationship was with that constituent board and then -- but ultimately the Charleston County School Board, the superintendent, the associate superintendents, we had to -- they had responsibility and authority over us.
Q. And fair to say now they have less --
A. Limited. Limited. We have to by state statute keep them informed of our financial status, our academic performance status, compliance with national and regional state statutes.
Q. You are still -- even though you're a charter school, you're still under the umbrella of the authority of the Charleston County School District, aren't you?
MR. QUISENBERRY: Objection to the form.
A. In some areas, yes. It's a unique relationship, but it is one that is authorized statutorily by the 1996 Charter School Act. They are our authorizer, but we are autonomous. We have our own financial standing. We don't receive any money from them or through them as a pipeline.
Q. They don't pay the salaries of the teachers or anything like that?
A. We receive a per pupil allocation from the

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State Department of Allocation and that comes directly to James Island Charter High School as a separate entity. We're a nonprofit. We're a 501.
Q. And that's used to pay --
A. Salaries, the bills, light bills, everything.
Q. And that's enough to cover everything or do you get any assistance from the school district?
A. No. We don't get any -- no money from the school district. We will get regular government grants for special education overflow through grants to operate.
Q. Now, how long have you been in education?
A. I'm working on year 38.
Q. And you -- all in administration or have you taught as well?
A. Eight years in a classroom, one unique year at district office level, and the rest has been in administration -- site based administration.
Q. Do you mean a district outside of Charleston County?
A. Yeah. Jasper County.
Q. Lot of things unique about Jasper County.
A. Still have many good friends there.
Q. Have you worked -- what is the set up down

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there in Jasper as far as -- here you have the district and then you have various suborganizations within the district and then there are charter schools and noncharter schools and then there's some people that are looking over the noncharter, maybe, or maybe over the charter. I'm not really sure who is looking over what.

Can you tell me what the -- how it's different here in Charleston County versus any place else you have worked?

MR. QUISENBERRY: Objection to the form.

Q. Not better or worse, just different.

A. Well, I think every school district certainly is different in their structure, their organization, and how they conduct business. Some commonalities are they have an elected school board, a superintendent, other folks who are hired to manage the day-to-day operations of the school. So in that -- in those ways it's not any different.

Q. Yeah.

(Exhibit No. 2 was marked for identification.)

Q. Was there ever any confusion prior to you-all chartering between the school and district

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over who was in charge of what?

A. Who was in charge of what?

Q. Yeah. Who was responsible for, you know, athletics, who was responsible for overseeing the principal or the teachers or the administration, who you reported to, who they reported to, things like that?

A. I don't think there was any confusion.

Q. Was it clear to you?

A. It was clear to me.

Q. All right.

A. If there was any haziness or confusion on my part as an assistant principal, it would have been because of the size of the organization. It's the second largest school district in the state.

Q. Who did you report to as an assistant principal?

A. The principal.

Q. Who did the principal report to?

A. The next direct line for her would have been the constituent district superintendent.

Q. And then do you know who that person reported to?

A. To the superintendent.

Q. All right. And the --

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A. County superintendent.

Q. And the superintendent is -- who was it at that time when you were the assistant principal?

A. I was hired by Chip Zullinger, Dr. Chip Zullinger. And after him -- he left and it was Ron McWhirt, Dr. McWhirt.

Q. Who does the superintendent then report to?

A. The board, the Board of Education.

Q. The district board?

A. Yes.

Q. Not the State Board of Education?

A. No.

Q. Exhibit Number 2 is an organizational chart for the school district, Charleston County School District.

Have you ever seen this before?

A. Yes, I have.

Q. Can you tell me where the schools -- I assume it would fall under the school division; is that true?

MR. QUISENBERRY: Objection to the form.

Q. Within the umbrella of the district, the actual schools themselves, where would they be?

A. Well, it's the different learning

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communities.

Q. Are you talking about in the middle column?

A. Yes. In the middle of the page.

Q. Secondary learning community. Says 21 middle and high schools, innovation zone learning community, so on and so forth?

A. Right.

Q. Now, where in there are the charter schools?

MR. QUISENBERRY: Objection to the form.

Q. Or are they not in there?

A. I know I'm not supposed to say this, but I'm going to anyway. We're sort of like a platypus, you know. The platypus was -- when it was first discovered, they thought it was made up or somebody just switched a bill on it or something. We would come under the secondary learning community, James Island Charter High School would. It doesn't say charter schools there, but we still come under the secondary learning community.

Q. And so does that mean Louis Martin is the associate superintendent?

A. Uh-huh.

Q. Okay. So you would report -- did you speak with him about this?

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A. No. I never said anything.
Q. Did you speak with -- did you say you spoke with Dr. McGinley?
A. No, I have not.
Q. You spoke with Beverly Varnado?
A. Correct.
Q. Who actually called you?
A. Yes.
Q. And then you spoke with Susan Holiday?
A. Correct. Well, I can't remember if I ever spoke to Sue Holiday about this, to be honest with you. I don't recollect a conversation with Susan Holiday about this case. I got a letter from her.
Q. And both of those persons are in the employee relations category.
A. Yes.
Q. What is the employee relations department?
A. Human resources.
Q. Did you speak with anybody at the -- at the general counsel's office?
A. I don't think I have had a conversation with John Emerson about this.
Q. And nobody under his command?
A. Not that I can -- no.
Q. When you spoke with Hagood and Kerr, did you

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provide them any materials on Charlie Smith or [redacted]
MR. QUISENBERRY: Objection to the form. Don't tell him about any conversations with any attorneys that represent the high school.
Q. Did you provide them with any files, personnel files, notes, records, things that we have been discussing here?
A. That would be communications, so --
Q. Well --
MR. QUISENBERRY: Just don't ask him about the attorney stuff.
Q. Did you send anything to your attorneys that you did not maintain at the school?
MR. QUISENBERRY: Objection to the form. Don't answer.
Q. I'm not trying to invade on that privilege okay. I'm really not. But what I'm trying to find out is whether or not what has been provided by the school is all that there is. And I think you said earlier you weren't sure if you kept notes or anything like that. And there are none in Smith's personnel file.
And so my question then is do you know whether or not you provided those notes to your

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attorney, but didn't put them in the file? I don't want to know what the substance of those notes were, just whether or not it may have happened or didn't happen?
MR. QUISENBERRY: He's asking you did you provide everything relevant the school has to the attorneys.
Q. That's what I was getting ready to ask.
A. I did. I provided everything relevant -- everything that was in the file.
Q. Okay.
(Exhibit No. 3 was marked for identification.)
Q. Exhibit Number 3. You have seen this before, correct?
A. Right.
Q. This is the letter we were talking about earlier?
A. Yes.
Q. Now, when -- this leave with pay, which began on Monday, October 22, 2007, when it ended, did you do that in writing? Did you send him a letter to that effect?
A. No, I didn't. I called him on the phone.
Q. Okay. How shortly after that did he retire?

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A. It was at the end of that school year, so it would have been in June of 2000.
Q. Did he mention that at all during this time when you placed him on administrative leave, is that something that he had wanted to do before all of this came up?
A. I don't understand the question. Say that again.
Q. What's the process for retiring? How does the teacher go about doing that? What do they really need to do?
A. At James Island Charter High School, a teacher or any employee would notify the principal that they intend to retire.
Q. Had he done that prior to October 22, 2007?
A. My recollection of that was that Mr. Smith had stated at the beginning of the school year in August that this would be his last school year. It had become pretty much general knowledge that would be his last year.
Q. And that can just be said verbally?
A. No. Certain -- there has to be paperwork that's a formal declaration of that.
Q. And that would be found in his personnel file as well, correct, or should be?

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A. It should be. That would be something that Lynn Shaddrix would -- at our school Lynn Shaddrix would generate that paperwork. And even at the charter school, we still are a public school in the Charleston County School District. We're still members of the state retirement system and have all of those benefits. We still come under the umbrella of 59-25-410, Employment Dismissal Act. So as far as retirement is concerned, that information is sent to the Charleston County School District anytime someone on the staff retires.
Q. So the district should have something also about that?
A. We have to send that to payroll so that they can take care of that and then send straight to the state retirement system.
Q. You mentioned the Teacher Employment Dismissal Act. Do you know whether or not that applies to suspensions of teachers?
MR. QUISENBERRY: Objection to the form.
A. Whether it applies?
Q. To a teacher suspension.
MR. QUISENBERRY: Objection to the form.

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A. Whether or not they have appeal rights things of that nature?
MR. QUISENBERRY: Objection to the form.
Q. Did you-all have a hearing on this?
A. No.
Q. Why not?
MR. QUISENBERRY: Objection to the form.
A. Because there was not a teacher suspension.
Q. Okay. Tell me what the requirements are then to suspend a teacher. Does it include a required hearing?
A. According to the policy, a principal can suspend a teacher with or without pay. And there doesn't have to be a hearing.
Q. There does not have to be a hearing?
A. There does not have to be a hearing.
Q. Okay. If the teacher requires or requests one, they are entitled to that; is that fair?
A. Yes.
Q. And at that hearing -- have you ever conducted one of those hearings before?
A. Have I ever conducted one of those hearings?
Q. Taken part of it in any way.

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A. For a teacher suspension, no.
Q. For any other teacher disciplinary action?
A. Not for a disciplinary action, no.
Q. In what way have you taken part in a hearing of that nature?
A. At James Island Charter High School, it was a staff member who objected to the performance evaluation that a supervisor had completed, an annual performance evaluation.
Q. Do you know what the issue was with the performance evaluation?
A. He thought he was being rated too low in some areas.
Q. Did that staff member have any complaints made against him?
A. Did the staff member have any complaints made against him? No.
Q. What was the name of the staff member, if you remember?
A. Perry Metz.
Q. How to you spell Metz?
A. M-e-t-z.
Q. What did he do at the school?
A. He was a guidance counselor.
Q. Who reviewed his performance?

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A. The Director of Guidance, Deborah Ferrall.
Q. What was the result of the hearing?
A. The result of the hearing was that his performance evaluation remained as stated. He was offered a contract.
Q. Now, the guidance counselor, how many guidance counselors do you have at the school now?
A. Including the director of guidance, six.
Q. Anyone of those six who is charged with the responsibility of student mental health issues?
MR. QUISENBERRY: Objection to the form.
A. Designated to perform that task, no. They're all charged with that.
Q. Is there a procedure or policy at the school about providing mental health counseling to students in any situation?
A. No. Because I can't -- I would say that none of our folks are licensed mental health counselors, so we don't want to get into that area.
Q. Okay. Have you ever employed a licensed psychologist or licensed therapist of any kind?
A. Well, we have a school psychologist on staff, yes.
Q. Who is that?

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A. A testing psychologist.
Q. Who is that?
A. Alice Garner. She's director of special services, and she's a licensed psychologist.
Q. Do you-all have to refer students to her for any mental health treatment?
A. No. All of our referrals for any mental health issues would be to the Department of Mental Health.
Q. Have you ever done that for a student?
A. In a crisis situation we would, yeah.
Q. Is there -- is that a school policy to do that?
A. There's a protocol for that, yes.
Q. What is that? Can you tell me just the best you recall from that policy?
A. If there's a student that is in an emotional mental crisis of some sort, we would contact the Department of Social Services or the Department of Mental Health and tell them what the situation is, and they would respond appropriately.
Q. Okay. And do you know whether or not that policy existed in the late 1980s?
A. I have no knowledge.
Q. Do you know whether or not those -- has it

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been in place since you have been at James Island High School?
A. Yes.
Q. Where would a record of that be maintained?
A. Record of?
Q. A referral.
A. It would be in an individual student's file.
Q. Okay. Is it in your discretion as the principal to place a teacher on leave with pay?
A. Yes.
Q. Is it in your discretion to place a teacher on leave without pay?
A. By policy, yes.
Q. And if you do that, place a teacher on leave with or without pay, are you required to provide them with a hearing?
MR. QUISENBERRY: Objection to the form. Which one, with or without?
Q. Start with with.
A. No.
Q. Without?
A. Provide a hearing? If they request one.
Q. But only if you don't pay them?
A. Only if we don't pay them.
Q. So Smith if in this case requested a

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hearing, he would not have been entitled to one. Is that your understanding?
A. Yes.
(Exhibit No. 4 was marked for identification.)
Q. I will hand you Exhibit Number 4 and ask you if that is the James Island Charter High School --
A. Yes, it is.
Q. Can you turn to page 12 for me, please? Do you see a bracketed portion there, selection -- I'm sorry. Section 6 is.
A. Right.
Q. Employee Policy Manual. Does that say that the high school was going to set out policies and procedures that are in compliance with the school district's policies?
A. Yes.
Q. Do you know whether or not that has been done and complied with?
A. We have an employee policy manual, yes.
Q. And does it differ in any way -- I think I asked you this earlier. You said it didn't differ from the school district's policies?
A. Well, each school would have some various peculiarities and differences in their operations.

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As far as operational times, for example, but as it pertains to personnel policies, it would be consistent.
Q. Okay.
A. So ours has been consistent with CCSD I would think.
Q. Okay.
(Exhibit No. 5 was marked for identification.)
Q. Exhibit 5, have you ever seen this before?
A. I may have looked at it before, and I don't remember exactly.
Q. Do you know whether James Island High School has any records retention policy that conflicts with this in any way?
A. I'm not aware of any conflicts that we would have in terms of records retention.
Q. Okay.
(Exhibit No. 6 was marked for identification.)
Q. Exhibit Number 6, have you ever seen that before?
A. I remember looking at this at one time, yes.
Q. Okay. Does the school's records retention policy comply with this general records retention

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schedule for school district records set out by the South Carolina Department of Archives and Record Management?

MR. QUISENBERRY: What part of it?

MR. EDWARDS: All of it.

MR. QUISENBERRY: Objection to the form of the question. If you don't know what's in there, you can't know if you're complying.

A. I see in here they mention the Basic Education Data System. That's the famous BEDS record that I'm familiar with. All of the payroll information, teacher certification. Our practices don't conflict with these that I'm aware of at the school.

Q. Now, do you know whether or not James Island High School had written policies in place on various different -- anything really, written policies in place in the late 1980s?

A. I don't have any knowledge. No knowledge of that.

Q. Do you know whether or not if they did, where they would be maintained?

A. My understanding is that records back to that point would be in the archives.

Q. Okay.

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A. Not on the school site.

Q. Would you agree that records -- well, would you agree that an allegation or a complaint made by a student of inappropriate conduct by a teacher is a significant event?

MR. QUISENBERRY: Objection to the form.

MS. JACKSON: Same objection.

Q. To you as a principal?

MR. QUISENBERRY: Objection to the form.

A. It's significant.

Q. Okay.

(Exhibit No. 7 was marked for identification.)

Q. Exhibit Number 7, have you ever seen that before?

A. You know, I have never looked at this. I have seen a policy on student transportation, but not this particular one.

Q. All right. Do you agree with the statement down at the bottom just above adults on school buses heading. Students who travel to and from the school on school buses or any trips in connection with school sponsored activities are under school

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supervision?

A. Yes, I agree.

Q. That would include then teachers giving students rides, would it not?

MR. QUISENBERRY: Objection to the form.

MS. JACKSON: Same objection.

A. As it pertains -- the way I read this, as it pertains to student transportation, this is only speaking about students on -- schools and school buses.

Q. Okay. You are in charge of the teachers, are you not?

A. Right.

(Exhibit No. 8 was marked for identification.)

Q. Exhibit Number 8, have you ever seen this policy before?

A. Yes, I have in a different form. I haven't seen this one separate like this. I have seen it attached to transportation policies.

Q. Okay.

A. As it pertains to transporting students in private vehicles.

Q. And it's your understanding that it is not

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encouraged, the use of private vehicles unless essential?

A. Yes.

Q. What is the process -- well, strike that. Do you know whether the superintendent authorized the use of Charlie Smith's vehicle for the transportation of school children to and from school sponsored activities?

MR. QUISENBERRY: Objection to the form.

MS. JACKSON: Same objection.

A. No. I have no knowledge of that. None whatsoever.

Q. If there was, it would be reflected in his personnel file, wouldn't it?

MR. QUISENBERRY: Objection to the form.

A. I don't know that either. I have no idea if it would be in the personnel file.

Q. Somebody would have it somewhere, wouldn't they?

MR. QUISENBERRY: Object to the form.

A. I really don't know. I really don't know. I'm not familiar with any instance of a superintendent in this district authorizing the use

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of private vehicles for the transportation of school children for school sponsored activities.
Q. Okay. And if the use of private vehicles was used by a teacher, coach, other staff member, that would be a violation without proper consent of the superintendent or the principal, that would be a violation of the policy, wouldn't it?
MR. QUISENBERRY: Objection to the form of the question.
MS. JACKSON: Objection.
A. It would be a violation of this policy right here, yes.
Q. If you had -- you as a school, if you-all have a records retention schedule, would that be found in your material that you provided here today?
A. I don't remember providing a records retention policy.
Q. Do you know if one exists?
A. Yes. I discussed it with our guidance director in the past.
Q. And what --
A. I think she's got a copy of it down in her office.
Q. All right. If you could -- if it's not --

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is that in here, the materials you brought today?
A. The materials I brought today?
Q. Yeah.
A. It could be. I'm not certain.
Q. If it's not, would you mind getting a copy, please?
A. Yes.
(This page contains Requested Information.)
(Exhibit No. 9 was marked for identification.)
Q. Exhibit 9, have you ever seen this before?
A. Yes, I have.
Q. Do you employee a licensed practical nurse?
A. Registered nurses.
Q. And there's one there every day?
A. Two there every day. Unless one of them is sick.
Q. Do you have -- do you have a policy or procedure for the proper handling of emergencies that you --
A. Yes.
Q. And you administer them -- you distribute them to the staff?
A. It's in our employee handbook, yes.
Q. And is it substantially the same as this

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policy?
A. Yes.
Q. Can you think of any difference?
A. No.
Q. Do you know whether or not this policy existed in the late 1980s?
A. I have no idea.
Q. If there's not a nurse present, are the teachers or staff authorized to perform emergency care?
MR. QUISENBERRY: Objection to the form.
A. No.
Q. What type of training do you-all provide to the teachers with respect to sexual misconduct?
A. There's a training every year the teachers have to complete, undergo, and verify that they have -- they take a test on a variety of procedures, and one of them is sexual harassment and harassment in the workplace.
Q. Who administers that test?
A. It's through a service by way of Charleston County School District. We take it online.
Q. So there's not an actual attendance requirement?

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A. Yes.
Q. Well, you go online and you attend?
A. Yeah. And you have to print out your -- take a test, print out the results of the test, and then submit it to the principal's office. That gets submitted to human resources personnel at the school, and we keep a record of that.
Q. Okay. So you maintain the records at the school of compliance with --
A. For James Island Charter High School, yes.
Q. How long has that training been in place?
A. Since 2003.
Q. Prior to that how did it work, was there any such training?
A. Yes. There was annual training.
Q. On sexual harassment?
A. And harassment in the workplace, yes.
Q. Okay. And was it the same?
A. No, it wasn't. It was a film we had to watch, and we did have to take a test, and I don't know where the records were kept after at that point.
Q. You took the test and gave it to whoever had administered the test and then they took it wherever they took it?

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A. Yeah. It might have been to the Charleston County School District. It might have been sent to the personnel file there.
Q. But prior to 2003, the training was actually provided through the district?
A. It was provided that the film -- I remember it seemed like one year we had someone from the district or it might have been more than one. We had someone from the district. It was on a rotation basis. Other than that, we had to conduct it ourselves. It was the approved film and the approved script and the approved test that we had to take.
Q. And is attendance mandatory?
A. Yes.
Q. What happens if somebody misses training?
A. There was a make-up date.
Q. What if they miss the make-up date?
A. They had to get it done by September 30th, I think. It was always that magical day.
Q. What happened if they didn't?
A. We never had that situation. Never had that situation. Had to stay after school, come to school early, had to do something to complete the training.

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Q. Do you know whether or not there was any similar training in the late 1980s?
A. I have no idea.
Q. And that applies for every teacher as well as staff members or just teachers?
MR. QUISENBERRY: Objection to the form.
A. All staff members.
Q. Okay. Not just teachers?
A. Not just teachers.
Q. Now, when you went -- when you started asking people at the school about Charlie Smith, who was it that you started with, first person?
A. Department leader. Millie Kennedy.
Q. Physical education?
A. Right.
Q. Why did you start there?
A. He was -- at this time he was a member of that department, and she had the most day-to-day contact with him. She had known him for a number of years also.
Q. Do you know what Smith's involvement was in extracurricular actives? What I mean by that is do you know what sports he coached and general idea of when?

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A. I can -- I will start with the first question. Softball. He coached softball for a few years while I was assistant principal and principal there, not every year, but some years. He also coached JV football and wrestling.
Q. All right. Do you know whether or not he ever coached the swim team?
A. I don't know if he did or not.
Q. Okay.
A. I don't know.
Q. Do you know whether or not he ever coached tennis?
A. I don't know if he coached tennis.
Q. When a teacher wants to sign up to be a coach, are you as principal involved in that process?
A. Eventually, yes. Primarily it is first the athletic director that would make that recommendation.
Q. To you?
A. Yes.
Q. And you have the ability to approve or disapprove?
A. Yes.
(Exhibit No. 10 was marked for

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identification.)
Q. Has that changed in any way since you have become principal or is that how it worked before?
A. I think that's how it worked before.
Q. Okay. Exhibit 10, tell me what that is.
A. Yes. This says the employee permanent record.
Q. Do you see down at the bottom of page two, second page of that at least. Does that indicate that he was to be or was in fact the boys tennis coach?
A. Yes.
Q. Now, what would be grounds for termination of the coach?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. Termination of a coach in that sport? Those are separate supplements, separate duties from a teaching contract. A coach serves at the discretion of the principal. So ultimately the principal assigns the coach, and the principal can dismiss the coach from that sport. So there can be any number.
Q. For any reason at all?

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A. For any reason.
Q. Does the coach not enjoy the same rights to a hearing, things like that?
A. For that supplemental position, no, they do not.
Q. Do you know whether or not Charlie Smith was terminated from any coaching position?
A. I have no idea if he was.
Q. Have you spoken with the athletic director about Smith at all?
A. No. Our current athletic director, no.
Q. Spoken with any former athletic director?
A. No.
Q. Do you have any idea why Smith took three years off from coaching any sport whatsoever?
A. I have no idea why he did.
Q. Do you have any idea why he would have been terminated as a boys tennis coach?
A. No, I don't have any idea.
Q. All right. And you see on -- turn to the third page. Do you see the following three years list no extracurricular appointments following the one at the bottom of page two indicating he was the boys tennis coach.
A. I see it.

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Q. Do you have any idea why there's a three-year gap there?
A. I don't have any knowledge of it.
Q. I think I asked you this earlier about when and if a teacher is charged with a crime. What is the policy on handling that teacher? What do you do? Is there an investigation, is there an automatic suspension, leave, is it discretionary? What is the protocol when a teacher is charged with a serious crime like sexual molestation?
A. There's not an investigation that -- protocol is that if they're charged with a crime, that's coming from the criminal courts, law enforcement. So school authorities don't get into investigating whether or not those allegations -- what the allegations are. Just the fact that he has been charged with a serious crime.
Q. Okay.
A. And then there's -- there are steps that the school can take.
Q. Such as?
A. Depending upon the nature of the crime, you have to see if it impacts the safety, health, and well-being of the students. If it does, then there can be suspension procedures, dismissal procedures,

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if necessary.
Q. All right. Is the policy of the school to suspend or otherwise place a teacher on leave pending the investigation of the criminal charges?
MR. QUISENBERRY: Objection to the form of the question.
A. Depends upon what the crime is and that's -- Mr. Edwards, that's one of those situations where you get the policy manual out because it's not something that occurs that often and you would think that someone would have it memorized, but they will just go to the policy manual and see.
Q. And I understand that. And I know these things aren't perfect. I'm just trying to figure out what is and is not -- how it works in reality when something like this happens. And that's all I'm trying to get at.
Now, I asked you earlier and I think you didn't know if Smith -- if there was a criminal investigation; is that right?
A. I was not informed of any criminal investigation.
Q. So you never spoke with anybody with the police or detectives or investigators or anything like that?

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A. I don't recall doing that. I think I would have if I had. You know, in a situation like that, I would think that I would be -- I would be contacted by law enforcement.
Q. But you weren't?
A. Not that I remember.
Q. Do you know if any teachers under your watch were contacted by the police in their investigation?
A. I wasn't informed of any.
Q. Do you know if these two teachers who were -- been there a long time, since the '80s, Dorothy Meek and Alma, whether or not they were contacted by the police in their investigation?
A. I wasn't told. I don't know.
Q. Are there any former students of James Island High School who are now teachers at the school?
A. Yes.
Q. Can you tell me who those teachers are?
A. Lauren Milleman.
Q. How do you spell that?
A. L-a-u-r-e-n, M-i-l-l-e-m-a-n.
Q. How long has she been at the school?
A. As a teacher, I think about five years.

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Q. Do you know when she attended James Island High School?
A. She graduated either 2000, 2001. Somewhere around there.
Q. How many are there, former students who are now teachers?
A. I think there's 6 or 7.
Q. Any who had been students during the late 1980s?
A. Not that I know of.
Q. Any who had had Smith as a teacher?
A. I don't know that for sure either.
Q. Okay. If you can, tell me their names, how long they have been there, and when they graduated, best you can recall?
A. Rachel -- you knew her as Rachel Buesing. She was a cheerleader. Now she's a cheerleading sponsor. I think her last name is Tisdale, T-i-s-d-a-l-e.
Q. And you said Buesing is her maiden name?
A. Yes. B-u-e-s-i-n-g. She graduated in 1999.
Q. How long has she been a teacher at the school?
A. Rachel has been there a little bit. She's been there since I think 2003 -- no, 2004.

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Q. And Lauren Milleman, did she play any sports or anything like that in school?
A. She was a cheerleader. Rachel was too.
Q. Who else?
A. Caroline Byrd Whitley.
Q. Byrd is her maiden name?
A. I think it is, yes.
Q. Whitley, W-h-i-t-l-e-y?
A. Yes.
Q. When did she graduate?
A. Caroline has been around for a while. I think she graduated late '70s or early '80s.
Q. And how long has she been teaching at the school?
A. I want to say since the year 2000 she has been there.
Q. And you didn't know her personally then I suppose when she was attending the school?
A. No.
Q. Who else?
A. Francie Cashman.
Q. Francie is her proper name?
A. F-r-a-n-c-i-e.
Q. Is that short for Francine?
A. I think that's her real name.

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Q. Okay. When did she graduate?
A. I think Francie graduated in the early '90s, mid '90s, maybe.
Q. How long has she been teaching at the school?
A. She's been teaching about ten years.
Q. Around 2000?
A. 2000 to 2002. Somewhere around there.
Q. Do you know whether or not she was involved in any sports or extracurricular activities?
A. I don't know.
Q. Were you ever involved in the sports side of it, the athletics department, as either the principal or assistant principal in any way?
A. No. I didn't have any responsibilities in terms of sports.
Q. Do you know whether or not there was a year that there was not a softball team, the school did not field a softball team?
A. I have no knowledge of that. There's been a softball team every year that I was there since 1998.
Q. Anybody else, former students who are now teachers?
A. Their names -- there might be some more, but

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I can't think of them right now.
Q. Is there a way for you to check and see if there are others?
A. Yes.
Q. Could do you that?
A. Yes.
(This page contains Requested Information.)
Q. Do you mind doing it and providing that list of anybody else who we haven't already talked about to Mr. Quisenberry?
A. Yes, I will do that.
Q. Do you know about an incident with Smith involving two students who were engaged in some sort of interaction on school grounds where Smith was reprimand, for lack of a better word, for the way he handled the situation?
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Objection to the form.
A. I have seen the letter in the file from Dr. Gregory.
Q. Do you know anything about that?
A. The only thing that I knew I had heard from another assistant principal that Mr. Smith had

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caught the students in the gym or in the locker room either during the school day or after school hours, and he caught them in a compromising situation, and it was reported. That's all I knew about it.
Q. Well, how did you learn about it?
A. I saw it in his file.
Q. Did you talk with Gregory at all about it?
A. No. I don't ever remember talking about it with Gregory.
Q. Did you talk with anybody about what happened?
A. No.
Q. Do you remember the letter suggesting that he had handled the situation improperly?
A. I remember that, yes.
Q. Do you know what it is he did?
A. I really have no knowledge of that.
Q. Okay.
A. Other than what's in that letter.
Q. Well, that letter doesn't really say, does it?
A. No.
Q. So when did you learn about that incident?
A. To the full extent of what is described in

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that letter, I didn't really learn about it until I read that letter in his file.
Q. When was that?
A. When I became principal.
Q. 2005?
A. 2005.
Q. Did you ask him about that?
A. I remember discussing that with him at some point prior to this situation.
Q. What did he have to say about that?
A. He found some students embraced kissing. I don't remember exactly where -- somewhere in the gym, and he didn't report it in a timely fashion to the principal. And that's what the problem was, that's what he told me.
Q. According to Smith?
A. According to Smith, yes.
Q. But you didn't talk with Gregory about it?
A. No.
Q. She was the principal at the time?
A. I was principal at the time.
Q. When the incident occurred?
A. No. No. She was the principal at the time. I was principal --
MR. QUISENBERRY: When were you

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principal?
THE WITNESS: July 1, 2005.
Q. Do you remember when this happened?
A. I don't remember.
Q. Sometime before?
A. Sometime before 2005.
Q. When Gregory was the principal?
A. Right.
MR. QUISENBERRY: When did Smith talk to you about it?
THE WITNESS: Sometime after -- it could have been the first year I was principal there. Sometime between 2005,-'6 school year.
Q. Okay. And you read -- what made you read Smith's file when he came in in 2005?
A. I had some time and was going through personnel files, looking through files.
Q. All right. Where did you start?
A. I started with the As.
Q. Just went on through them?
A. Uh-huh.
Q. When you reviewed these files, did you see any other notations of anything similar with any of the other teachers?
A. With any of the other teachers? No.

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Q. Did you take any action on Smith?
A. Based upon what? What I read there? No.
Q. Did you not know at that time about the incident with the girl in the swimming pool?
A. What I had heard, yes. What little bit I hear.
Q. Did you ask him about that?
A. No, I didn't.
Q. All right. Do you know of any other teachers, current or former, at James Island High School who have been alleged to have sexually molested a student?
A. What I heard on the news and read in the newspaper when I first came to Charleston County.
Q. When was that?
A. In 1997.
Q. What was it that you heard on the news?
A. That was before I was at James Island High School also.
Q. So you learned about that independently?
A. Yes. It was on -- I was principal at Charlestowne Academy. And if I remember correctly, it was -- the fall of that year, it was on the news, in the newspaper, that initially allegations were made against Eddie Fisher. And that he was --

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had formally been -- or his last assignment was James Island High School.
Q. And when you overtook role of principal in 2005, did you review his file?
A. I have no knowledge of his file. Never seen it. Don't know where it is.
Q. It's not at the school?
A. I haven't seen it in any drawers that I have looked in, and I haven't gone searching for Eddie Fisher's file.
Q. Do you know what Charlie Smith's involvement in the Eddie Fisher case is?
A. I have no idea.
MR. QUISENBERRY: Objection to the form.
Q. If he was involved, do you think you should know that as principal?
MR. QUISENBERRY: Objection to the form.
A. I think I should, yes. I think I should be informed or should have been informed.
MR. QUISENBERRY: Objection to the form.
MR. EDWARDS: I don't think I have anything else for him. They may have a few

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questions for you. And I do think I have come in under time.
(Off-the-record discussion.)
EXAMINATION
BY MR. QUISENBERRY:
Q. I'm Brian Quisenberry. I'm the attorney for the high school. I am going to be asking you a few questions. And Ms. Jackson, the attorney for Mr. Smith, might have questions. I know you testified earlier about policies. Do you remember that?
A. Yes.
Q. Is it your understanding that prior to the charter being formed in 2003, the School District's policies governed the high school?
A. Yes.
Q. Do you have any knowledge of the contents of the policies governing the high school in 1988, 1989?
A. I have no knowledge of that.
Q. I am going to show you some exhibits. I am going to show you what has been marked as -- well, it hasn't been marked yet, but -- let me see the actual exhibits.
This is marked as Exhibit 5. Do you remember seeing that earlier?

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A. Yes.
Q. All right. And do you see the date that this policy was issued and in its current form?
A. Issued in April of 2007.
Q. Do you have any knowledge of what the contents of the policy was prior to April of 2007?
A. I don't have any knowledge of it prior to 2007.
Q. This is Exhibit 8. Do you see the issue date, when is that?
A. August of 2005.
Q. Do you have any knowledge of the contents of the policy in Exhibit 8 prior to August of 2005?
A. None whatsoever.
Q. Do you see the date next to the word adopted?
A. Yes.
Q. Does that indicate that this policy was adopted in August of 2005?
A. August 8th, 2005, yes.
Q. So this policy didn't exist prior to that date?
A. According to this piece of paper, this document, this was the first time it was issued.
Q. All right. This is Exhibit 7. Do you see

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the issue date on this exhibit?
A. August 2005.
Q. Do you have any knowledge of the contents of the policy prior to August of 2005?
A. No.
Q. What about Exhibit 9?
A. That was issued in November 2005.
Q. Do you have any knowledge of the contents of the policy prior to that?
A. No, I don't.
Q. Okay. I think that's all of them. I want to show you Exhibit 4. What date was the James Island Charter High School created?
A. It began its operation in 2003.
Q. After it was created, who was responsible for governing the high school?
A. The James Island Charter High School Board of Directors.
Q. And did those board of directors report to anyone in the school district?
A. No.
Q. So after that date, was the charter high school its own separate entry from the district?
A. It was autonomous from it.
Q. You were -- you were asked questions about

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retirement. Do you remember that?
A. Yes.
Q. And you mentioned state retirement system. Do you remember that?
A. Yes.
Q. Isn't it true that the state retirement system manages that system?
A. The South Carolina State Retirement System, yes.
Q. And are some of the documents regarding retirement forwarded to that state entity?
A. Yes.
Q. So some of those documents may be kept there that aren't at the school?
A. Yes.
Q. I am going to ask you about Exhibit 10 here. You were shown this earlier. Do you remember that?
A. Yes.
Q. And you were asked about an entry on one of these pages regarding the tennis coach. And you said you recall -- you weren't there at the time, right?
A. Correct.
Q. So you have no knowledge of why that entry was made or what happened with that?

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A. No. No knowledge.
Q. And the fact that someone is assigned to be a coach initially, but then doesn't end up coaching, that doesn't mean that they conducted any misconduct; is that true?
A. It has no reflection upon their performance whatsoever. The principal can remove them or the coach may voluntarily say I chose not to coach anymore.
Q. And even if they voluntarily decide not to coach anymore, it would still be a technical termination of their duties, correct?
A. Yes.
MR. QUISENBERRY: That's all I have.
MS. JACKSON: I have none.
MR. EDWARDS: I have a couple of follow-ups for you.

EXAMINATION

BY MR. EDWARDS:
Q. Those policies that we reviewed here today and that were adopted at various points, those are good policies, aren't they?
MR. QUISENBERRY: Objection to the form.

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A. Specifically are you saying all of them?
Q. Is there one that you think is a bad policy?
A. No.
MR. QUISENBERRY: Objection to the form.
A. No.
Q. So do you think they're good policies?
MR. QUISENBERRY: Objection to the form.
A. They're good policies, yes.
Q. So shouldn't they have been in place in the '80s, too?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Objection.
A. Should they have been? I couldn't tell you that. I really couldn't comment on that.
Q. Should they have had good policies in place in the 80s?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
A. Yes, they should have.
Q. And these are good policies. We have already established that. So do you think they

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should have had these in the '80s?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Objection.
A. I really wouldn't want to comment on that. I have no opinion about that. A policy is a policy, when it was adopted and whether or not it was a good policy --
Q. Well, if you were a principal in the late 1980s, would you want these policies in place?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Objection.
A. I was an assistant principal at another district in the late 1980s, and we had policies like that.
Q. In place?
A. In place, yes.
MR. QUISENBERRY: Objection to the form.
Q. Now these other documents that are maintained elsewhere, archived in someplace, do you know how to retrieve them?
A. No, I don't.
Q. Do you know who to call?

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A. Usually I ask one of the directors or an assistant to do that, and they do it. And usually those are -- the only ones I have ever had a need to ask for archived material have been student records, and I will direct them to our director of guidance. She has direct contact with people in the archives.
Q. So some -- the director of guidance, for example, has the knowledge and the ability to get --
MR. QUISENBERRY: Let him finish his question before you answer.
Q. Does she have the knowledge and ability to contact the archives and get documents that she needs to get?
MR. QUISENBERRY: Objection to the form.
A. She has those phone numbers, and she knows the people. It's quicker just to give her a call or just direct people to her office.
Q. And you have done that in the past, asked her to get archived records?
MR. QUISENBERRY: Objection to the form.
A. Yes.

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Q. And has she successfully retrieved them?
A. Let me restate that. She directs -- not directs. She helps people seeking that information to get it from the archives.
Q. Okay.
A. The archive files.
Q. I don't understand the clarification. How is that different than what we have just been talking about?
A. If we ever needed information as opposed to an individual who comes in and says, I need my transcript for college, and I graduated ten years ago. You know, they come and they usually think that we keep that material. And then she gives them the information or facilitates it for them.
Q. I see. That's not what I'm -- I'm not asking about that. I'm asking you about you, as principal, needing records of some kind through the archives. You would get her to do it and she knows how to do it is what I understand?
MR. QUISENBERRY: Objection to the form.
A. If it was student information that I wanted to look at that was archived, she would get it for me. I can't think of any specific instance in

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which I needed information from the archives on a student or personnel.
Q. Okay. You mentioned earlier that different assistant principals had different areas of responsibility. Is that what I heard you say?
A. There's one area of responsibility that all assistant principals when I was an assistant and current assistant principals have.
Q. What is that?
A. All of them have student discipline case loads. There may be some other tasks -- there are some other tasks that are assigned to a specific assistant principal. For example, student transportation.
Q. What were your responsibilities as assistant principal?
A. Other than discipline, student scheduling at various times. Student scheduling, safety, conducting -- making certain that safety drills were conducted on schedule and in a timely manner, making certain that the staff received training on safety drills and that all of the safety information was issued to each teacher.
Q. Okay. And the discipline for the assistant principal was with the students; is that right?

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A. Yes. We also -- all assistant principals have responsibilities for performance evaluations for teachers.
Q. Do you know who was the evaluator for Smith?
MR. QUISENBERRY: Objection to the form.
A. No, I don't.
Q. Do you know of any connection there is between Lynn Shaddrix and Charlie Smith?
MR. QUISENBERRY: Objection to the form.
A. I know they're friends.
Q. Okay.
A. Personal friends from when he first came into the area.
Q. She told you that?
A. I don't know if she told me that or I just learned it when I got there over a period of time.
MR. EDWARDS: Let's take a quick break. What I am trying to remember was a single point anyway, so it won't take us down any long path and then you will be free to go. Five minutes.
(Off-the-record discussion.)
Q. Do you know of any or have you ever been involved in any type of suicide attempt by a

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student?
A. Not a suicide attempt, no. I don't recall any suicide attempts, and I think I would recall. Those are pretty traumatic.
Q. What would you expect the -- what actions would be taken by the school in response to a suicide attempt?
MR. QUISENBERRY: Objection to the form. Dates.
A. Well, certainly if it is happening on campus, school personnel have to first act with the safety of the student in mind, notify medical authorities on the campus, notify law enforcement also for assistance, and notify the parents. And then at the same time, call for emergency help and get -- make sure the student is transported to the closest medical facility as quickly as possible.
Q. Okay. And you would expect to be notified as well, wouldn't you?
A. The principal would be notified right away.
Q. And who do you think would be the one that should notify them?
A. Well, it could be any one of those folks that first got involved in it. The nurse, school resource officer, there might be an assistant

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principal that is notified in conjunction. Any one of those folks.
Q. Any of the people under your watch who were involved --
A. Yeah.
Q. -- you would expect to report to you, correct?
A. Right.
Q. And then when -- what do you think you as principal should do at that point?
MR. QUISENBERRY: Objection to the form.
A. My responsibility would be to oversee and coordinate, if necessary, any of the services that are going to be provided to the student and make certain that all parties have been notified and go from there.
Q. When the student -- let's assume that the suicide attempt was unsuccessful and they lived and that student comes back, what accommodations would you make for that student?
A. Since I am not dealing from an experience base of having a suicide attempt while a student is on campus, I can tell you that what we would do would be similar to any student who has had a

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serious medical situation and is returning to school after either a short or an extended stay from a medical situation.
Q. What types of things are those?
A. The student may qualify for an accommodation plan, a 504 accommodation plan.
Q. What do you mean when you say that?
A. A 504 is part of 94-142 concerning students with disabilities. You have to assemble and should assemble a team of educators on campus and support personnel, the parents also, the school psychologist to examine if there are any special accommodations that that student will need so that one of the basic life functions -- and education is one of them, are not impacted negatively.
Q. Okay.
A. So it may be some accommodations in the classroom. A student may require special seating, they may require regular visits to the guidance counselor for school related items.
Q. Right.
A. Any number of things.
Q. Do you have a policy on drop outs?
A. A policy on drop outs?
Q. Yeah.

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MR. QUISENBERRY: Objection to the form.
Q. What I mean by that is -- that was not a good question. Let me rephrase that?
You discourage your students from dropping out of school, don't you?
MR. QUISENBERRY: Objection to the form.
A. We encourage our students to complete high school on time. Not only do we encourage, we have a number of support systems in place at the school to assist them in graduating on time, meaning in four years.
Q. And do you -- if somebody comes to you and says I want to drop out of school, is there -- I mean, is it -- do you just permit that to happen or is there some form of steps taken by the school to try to actively discourage that and you keep that person in school?
MR. QUISENBERRY: Objection to the form.
A. We actively encourage the students to complete in four years. And if not in four years, complete their high school diploma.
Q. And one of those ways that you could encourage that would be accommodation and things

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like that if they needed it, if they had circumstances that were unusual or otherwise warranted accommodations?
MR. QUISENBERRY: Objection to the form.
MS. JACKSON: Same objection.
Q. If you understand that.
A. Tutoring, special help after school, all kinds of services to help students complete their regular high school diploma.
Q. And the end goal with that is to get the diploma, correct?
A. Correct.
MR. EDWARDS: I haven't really remembered what was on the tip of my tongue earlier. It will hit me sometime in the middle of the night tonight. I promise I won't call you. But I think that I am done with you for now.
Although I would like to put on the record that I have not reviewed and I haven't marked, which I will do here in a minute, the documents that you have brought with you here today. And I am going to mark them as Exhibit Number 11 and leave James Island High School deposition open to the extent that there are materials in here that

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haven't been produced before and require review and further questioning.
MR. QUISENBERRY: Just for the record, the high school objects to that, but --
MR. EDWARDS: Other than that you're --
MR. QUISENBERRY: I have got questions.
EXAMINATION
BY MR. QUISENBERRY:
Q. A few questions as follow up. Earlier you remember testifying about how a suicide attempt would be handled and how you handled attempted drop outs?
A. Yes.
Q. Were you testifying about how you would handle that now?
A. Yes.
Q. You weren't testifying about how that was handled in the '80s?
A. No.
Q. You don't know how they were handled in the '80s?
A. I have no idea how they were handled in the '80s.
Q. When you spoke about notifying the authorities, were you referring to when narcotic

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drugs are involved?
MR. EDWARDS: Objection to the form.
A. No.
Q. What were you --
A. I think my answer was notifying law enforcement or the authorities in order to provide assistance.
Q. But why would -- why would they be needed in --
A. In terms of an attempted suicide, sometimes they have means and methods to get --
Q. Sometimes, but they're not always needed, are they?
A. No. No. Sometimes they have the ability to get emergency medical services there quicker than if it's just a straight call from the school.
Q. So in an instance where a student took 10 to 12 caffeine pills, there would be no need to call the police in that instance?
MR. EDWARDS: Objection to the form.
A. There's been no criminal activity, and I don't -- by my answer I don't imply that we would notify the law enforcement because there's been any suspected criminal activity. Just in terms of providing assistance in an emergency situation.

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Part of that, if I could, Mr. Quisenberry, comes from the former school resource officer that we had, one of the finest that we have had, that was something he just insisted on. Insisted that when the 911 call was made, that he be notified.
Q. When was that?
A. From 2004 to about 2009.
Q. Okay.
A. Guy by the name of Michael Heyward.
MR. QUISENBERRY: That's all I have.
MS. JACKSON: I actually just have one more -- one or two follow-ups.
EXAMINATION
BY MS. JACKSON:
Q. When you were talking about creating a team to possible provide accommodations, is that something that a student or their family feel they need before an event, such as a suicide attempt, that they can come to you and ask for it?
A. Certainly.
Q. And even if your school or the school district offers accommodations, it would be up to the student and her family to accept those and follow through, correct?
A. Correct.

MS. JACKSON: Thank you. That's all I have.

(Exhibit No. 11 was marked for identification.)

(The deposition was concluded at 12:39 p.m.)

STATE OF SOUTH CAROLINA.
COUNTY OF CHARLESTON

I, DARAH L. NEKOLA, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and location therein stated; that the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription; that the foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination; and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself^ of the opportunity to sign or the signature has been waived.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on July 19, 2012 at Charleston, Charleston County, South Carolina.

DARAH L. NEKOLA
NCRA REGISTERED PROFESSIONAL REPORTER
My Commission expires
January 7, 2018

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

JANE DOE, CASE NO. 2010-CP-10-7699

Plaintiff(s),

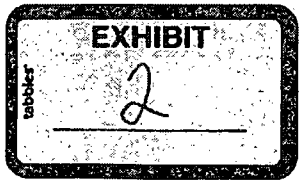
-vs-

CHARLES SMITH, CHARLESTON COUNTY SCHOOL DISTRICT AND JAMES ISLAND HIGH SCHOOL,

Defendant(s).

THE DEPOSITION OF TIMOTHY D. BREWERTON, taken on behalf of the Defendant on Thursday, February 16, 2012 commencing at 9:12 a.m. at the Law Offices of Senn Legal, 3 Wesley Drive, Charleston, South Carolina.

REPORTED BY: Nicole D. White



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to answer two questions. One, did the assault by Charlie Smith actually happen and two, did she actually have a loss of memory about it, okay?

A. (Indicating.) 10:09:56

Q. And we have several instances of abuse throughout [redacted] life, according to her own testimony, the testimony of her mother and her reports to both -- well, to Heidi Zinzow, Tanya Bolton and to you. 10:10:16

A. Correct.

Q. How is it that -- well, let me ask you this. Can you state to a reasonable degree of medical certainty that the symptoms that [redacted] having now as an adult are solely related to her 10:10:34 allegation that Charlie Smith touched her breast and had her perform oral sex on him one time when she was 15?

A. Yes.

Q. How? 10:10:47

A. It all -- it all hangs together from my perspective in terms of the clinical presentation and her history and the story. And you know, it's something that I've been studying for literally 25 years and I've seen a number of 10:11:14

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patients with dissociative disorders who have had longer gaps in their periods of life that they don't remember. So it -- you know, the fact that she had earlier traumas actually primed her to have a later period of time of 10:11:33 severe amnesia. I mean, she had an earlier -- she had dissociation beginning as a child.

Q. Which was much more lengthy than the one after this incident, correct, zero to 10 versus 15 to 18? 10:11:57

MR. EDWARDS: Object to the form.

Q. Dissociative gap on the first set of abuse was longer than the dissociative gap on the second?

A. It's not that -- it's not that simple. It's not that simple. She has more of a complete gap, 10:12:12 but she still didn't remember the assault until 2007, which makes it a much longer period of amnesia about that trauma. So, you know, it -- it's just -- you have to be specific about what exactly you're talking about in terms of the 10:12:32 loss of memory.

Q. Okay.

A. But if you want me to explain why I think that it fits, I can continue.

Q. Well, hold on one second. She was forced to 10:12:45

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perform oral sex on a babysitter at age four, correct?

A. That's her -- that's her history, yes.

Q. Okay. And at age four she then did not recall that memory until, I believe, 1996, correct? 10:13:04

A. Okay.

Q. And isn't that the same significant gap of time to remember that abuse as the age 15 to 2007?

A. It's a similar pattern.

Q. Right. 10:13:26

A. Okay.

Q. So how is it that all of this can be attributed solely to the allegation against Charlie Smith and not also to the situation with the babysitter when she was four and as well as the 10:13:38 physical abuse that she alleged from her father when she was a child?

A. Those earlier traumas do contribute to her propensity to disassociate, but that's beside the point as to whether or not he did it, which 10:13:54 is what you said, the two things.

Q. No. Those are the two things that I need to figure out.

A. Yeah.

Q. I don't need you to figure it out, whether it 10:14:00

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actually happened.

A. You asked me what I thought about it.

Q. Well, these are the two things that have to be answered for this case.

A. Okay. 10:14:11

Q. These are two, two things that the jury's gonna have to --

A. But you asked me what I thought in terms of an expert in terms of reasonable medical certainty, whether it made sense, the symptoms. 10:14:19

Q. No. Whether it makes sense that what she's alleging happened with Charlie Smith is solely the cause of the symptoms she's having now, versus being contributory with the abuse she suffered as a younger child? 10:14:34

A. You can't separate things out like that. It's more like, if not but for, it's the straw that broke the camel's back. Obviously her state of mind at that point is relevant. The state of -- her state of mind in her prior experiences at 10:14:52 the time of assault by Charlie Smith is -- is relevant.

Q. Okay. She testified she was a happy child and at that point had no memory of the prior abuse.

A. Okay. 10:15:07

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Q. So how would the prior abuse, she had no memory of it at that point and didn't remember it until 1996, some seven years after the abuse she alleges by Charlie Smith, how did that affect her state of mind? Based on her own testimony, 10:15:23
she was a happy child, excited about school and softball and all kinds of other things, leading her into Charlie Smith's allegations – the allegations she made against him.
MR. EDWARDS: Object to the form. 10:15:38
What exactly is the question?
(A read-back in the proceedings.)
BY MS. JACKSON:
Q. How could that earlier abuse affect her state of mind when she didn't have any memory of it at 10:16:13
that time?
A. Because it's imprinted in the brain. Dissociation is a survival mechanism. It's a defense mechanism. It's part of how the brain reacts to overwhelming stress and it alters the 10:16:28
course of brain development. And it's a protective mechanism. So that ability to dissociate was triggered and once it's triggered, it kind of sticks around, that propensity continues on into adulthood. 10:16:54

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The propensity to dissociate is a genetically determined quality. It's part of our personality and it's also much – we know this from twin studies, there's kind of a bi-mobile distribution, there are high 10:17:14
dissociators and low dissociators that run in families and then when you add overwhelming abuse or stress earlier in childhood when there is a propensity toward dissociation, that person maintains that propensity up into and through 10:17:29
adulthood.
So the fact that she had these earlier experiences that caused her to block out these memories, which had a protective affect, which allowed her to feel okay at times, it's not 10:17:44
gone, it's just hidden. But that propensity is still there when another serious trauma comes along. She – you know, it worked before in terms of a protective mechanism, it's gonna be relied on again as a protective mechanism. 10:18:05
Q. For a person with the history that [redacted] had when the abuse at age four was discovered, would it have been helpful to her propensity to dissociate to have had psychological or psychiatric counseling after the first abusive 10:18:29

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session?
A. Theoretically, but the abuse didn't stop there. You know, there was also a violent father and a violent stepfather that she -- so she had a -- she did not have a safe environment growing up. 10:18:47
The babysitter was just one thing. But there's also growing up in a family with an alcoholic, violent father and who's beating you and she's witnessing domestic violence. There were multiple traumas and it's not just a one-time 10:19:07
deal and just because she remembers only one incident with the babysitter doesn't mean there weren't multiple incidences. But we do have per her testimony that there was also other major stressors in her family that probably 10:19:24
contributed to the length of time that she had an amnesic period.
Q. Okay. So the sexual abuse and the physical abuse and the violent home all contributed to her having a 10 to 13 years amnesic period? 10:19:41
A. Yes. Yes.
Q. That she didn't recover until 1996?
A. That is certainly possible, yes.
Q. Okay. And then that made her more prone to develop dissociation after the abuse she alleges 10:20:02

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at age 15?
A. Exactly.
Q. And that period of amnesia ended at age 18, approximately --
A. In part. 10:20:17
Q. -- based on her own --
A. In part. She didn't remember the abuse per se, but she started remembering her life more, but she, like I said, she didn't remember the actual assault by Charlie Smith until 2007 -- 10:20:30
Q. Right. And I'm not saying that she --
A. -- at which point she's not 18 anymore.
Q. And I'm not saying that she recovered her memory at age 18, but starting at age 18 she no longer had amnesia from that point forward; is that 10:20:43
correct? I'm not backwards, the 15 to 18 is still missing?
A. She still had partial amnesia, yes, she did, for that event.
Q. Right. But starting at age 18 she was able to 10:20:53
remember that time period?
A. Right.
Q. From age 18 up?
A. And that's the way memory recovery happens. It's just not all in one big fell swoop, it's 10:21:05

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piecemeal. It's fragmented. That's the nature of dissociation. It's the failure to integrate experience and when it comes back, it comes back in a fragmentary way. That's very typical.

Q. Okay. When I was doing research on this I was not able to find any kind of research on patients who had a traumatic loss of memory age 15 and older. Do you have any studies showing patients who have a traumatic loss of memory? 10:21:19

A. Sure. There's a whole literature about holocaust survivors and dissociative amnesia and PTSD and there's a whole literature about combat veterans who have major dissociative symptoms, including dissociative amnesia. 10:21:38

Q. Okay. I'm talking about sexual abuse. 10:21:54

A. It doesn't really matter.

Q. It does to me.

A. Abuse is abuse. Recovered -- you know, dissociative amnesia -- you're talking about dissociative amnesia and that phenomenology, it doesn't really matter whatever can produce that kind of high, extremely high arousal will trigger the propensity to dissociate. The brain -- the body brain self becomes so overwhelmed, so overwhelmed that it has this protective 10:22:05 10:22:23

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mechanism that's innate, that shuts off experience.

Q. Do you have any studies or research showing a victim of sexual abuse at age 15 who has traumatic amnesia, dissociative amnesia? 10:22:41

A. You have adult women who are raped who have -- who forget parts or all of the trauma. I mean, this happens at any age. It happens more the younger you are, because we have an innate propensity toward dissociating. That's age dependant. But in the national women's study where we're interviewing adult women -- you know, adult women who were raped also have PTSD including one of the criteria for avoidance cluster symptoms, which is forgetting all or part of the trauma. It's right there in this book. I can show it to you right now. 10:23:06 10:23:32

Q. More than all or part of the trauma, the entire time period of their life, that's -- there seems to be a difference here between somebody who is simply -- and let me take that back, I don't mean simply, but somebody who has forgotten or repressed or become amnesic about the traumatic event versus somebody who, as in [redacted] case, says that she forgot or doesn't recall 10:23:48 10:24:06

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anything about her life --

A. Uh-huh.

Q. -- for that time period --

A. Uh-huh. Okay.

Q. -- and with regard to the earlier abuse, the time period for which she has no memory goes back before the sexual abuse and extends significantly after it, which I understand includes some of the physical abuse. 10:24:16

A. Uh-huh. Yeah. 10:24:29

Q. But it's a complete amnesia as to -- based on her own testimony, all aspects of her life.

A. Correct.

Q. And so --

A. That happens. 10:24:41

Q. And so how does a person function from age 18 when her memory -- when her ability to recall starts back up, how does she function when she has no memory of 15 of the last 18 years of her life, none? 10:24:58

A. They function at a reduced level, but nevertheless, they function. That's the whole part -- the whole reason for this defense is so that they can function. It's so that they can get -- keep going and not be overwhelmed by the 10:25:20

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memories --

Q. Okay.

A. -- attached to the trauma. But people do forget everything. This happens in dissociative fugue, people take off and they forget everything. They forget who they are and take on a new name. This is not -- this is not an unheard of phenomena. It happens in multiple personality disorder. 10:25:34

Q. But she doesn't have multiple personality disorder. 10:25:46

A. But she has dissociative disorder and so you have elements of -- it's possible.

Q. Okay.

A. You asked whether it's possible. How can this happen. We know that it does happen. We can't explain everything. We can't explain everything about that, most psychiatric disorders about how they happen. How does schizophrenia happen? How does depression happen? How does a panic attack happen? We can't explain everything there is to know about how these disorders happen, but we know they happen. 10:25:53 10:26:06

Q. But this is not typical for dissociative amnesia, is it? Isn't it more typical that the 10:26:20

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often have that attitude. I'm just gonna put this behind me and move on.
Q. Okay. The Beck Depression Inventory II --
A. Okay.
Q. -- has 21 questions. 10:31:38
A. Yep.
Q. Only question that she answered with a zero was punishment feelings and she answered with, "I don't feel I am being punished." Other than that, almost every answer she had was a two or a 10:31:55 three.
A. Okay.
Q. In reviewing this it seems --
A. The Beck Anxiety Inventory?
Q. No, the Beck Depression. 10:32:16
A. Oh, the Beck Depression.
Q. It seemed to me it was over the top.
MR. EDWARDS: Object to form.
Q. It seems to me she was reaching for the answers.
A. Define "over the top". 10:32:26
Q. It seemed that based on the scores, less than 15 for mild depression, 15 to 30 for moderate depression and 30 plus for severe depression, that her score of 35 --
A. Uh-huh. 10:32:39

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Q. Well, let me back up. Let me ask you this. Does she circle these or did she tell you the answer and you circled them?
A. She circled them.
Q. Okay. 10:32:48
A. It's a self-report questionnaire.
Q. All right. It seems to me that she may be overrating some of her symptoms.
MR. EDWARDS: Object to the form.
A. Do you have a question? 10:32:59
Q. Do you find that in this Beck Depression Inventory that patients will sometimes overstate their symptoms so that they can be considered depressed, since that's how they see themselves?
A. That can -- that can occur. 10:33:13
Q. Okay.
A. It's also my experience that people underestimate and deny their symptoms. They both can happen.
Q. Okay. Do you find that people underrate their 10:33:25 -- understate their symptoms more during treatment or more during forensic evaluation for litigation purposes?
MR. EDWARDS: Object to the form.
A. I haven't an impression either way. 10:33:37

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Q. Okay.
A. But I can say I would like to explain, if I may.
Q. Sure.
A. This is not the only measure of depression in my evaluation. It is just one piece of 10:33:55 information. And there I did an entire clinical interview, structured clinical interview, including mood disorders and when you see someone who is trying to exaggerate their symptoms, they tend to endorse everything, okay. 10:34:11 And she did not endorse everything.
Now, you can see that in the structured interview that I did, you can see that in the structured interview for dissociative disorders. She is not someone that's just endorsing to be 10:34:23 endorsing, okay. Her endorsements were very specific and it fit clinically from what I was seeing across the room and sitting -- and sitting with her for five and a half hours. It fits that she was clinically depressed. 10:34:38
Q. Okay.
A. And I've had a lot of experience with people who are -- are clinically depressed. On the depression scale she endorsed all but one of the 21 questions, correct? Yes. 10:34:51

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Q. Okay. And on the how can I tell if I have PTSD questionnaire --
A. Right.
Q. -- she also endorsed all but one of the questions. 10:35:00
A. Okay. Yeah. Yeah, she's got bad PTSD.
Q. You don't consider that to be an exaggerated response?
A. I have no evidence to make that conclusion based on the evaluation in toto. 10:35:20
Q. Okay. On page 815 --
A. And it fits in with the history. It's not just that moment, but it fits in with her whole history.
Q. -- on page 8 -- it's my 815 and I'll show it to 10:35:33 you.
A. Okay. All right. That's on the dissociative disorder EDIS. Okay.
Q. Number 10, it says, "I feel pain in my genitals at times other than sexual intercourse." And 10:35:54 her answer was, "This applies to me a little with no physical cause known."
A. Okay.
Q. What significance does that have to you in making your evaluation? 10:36:09

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A. Well, there are two kinds of dissociation. There is this, typical with most people think of dissociation psychological or cognitive dissociation, but there's also semantic dissociation in which symptoms manifest in the body and the idea of sematic memories that often are linked to the prior experiences that they had. And so that was one of many possible symptoms that one could have, but it's certainly compatible with -- I'm trying to find that, where that is. You don't have what part of -- what questionnaire that's a part of -- 10:36:31 10:36:57

Q. Looks like SDQ-20.

A. All right. It would be certainly compatible with someone who's been sexually abused. These kinds of symptoms, general pain, often occur in people who have histories of sexual abuse and particularly those who have dissociative symptoms. So rather than remembering it, they feel it. It's kind of a somantic memory. 10:37:13 10:37:30

Q. Okay. The sexual abuse that she's claiming though, didn't involve her genitals, it involved her providing oral sex to a separate person.

A. Okay.

Q. So wouldn't that make it a different situation? 10:37:42

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A. Well, again, we don't really know everything that happened to her, I don't think. I mean, she's made it clear in my interview, as well as in her deposition that she's still subject to remember more stuff. And so we -- I think she just began to scratch the surface and so we don't know really what all happened to her. And you know, usually when someone -- when an adult is abusing a child, it's usually not just the one-time deal. They usually do it as much as they can get away with and they don't stop with just oral sex. So I don't have any evidence that she was vaginally raped or digitally, you know, raped vaginally, but that -- I'm certainly open to that as being a possibility. 10:37:58 10:38:13 10:38:34

Q. Okay. But right now there's no evidence of it?

A. Not to my knowledge.

Q. Okay.

A. But what you point out does make one think or wonder whether that happened. That very response that you pointed out. 10:38:47

Q. All right. By the time you saw her, had she already been diagnosed with certain psychiatric disorders?

A. Yes. 10:39:06

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Q. What was she already diagnosed with?

A. She had seen Tanya Bolton and she'd seen the people at the National Crime Victims Center and she was diagnosed with PTSD and major depression. And she had received Zoloft for depression from her primary care doctor. 10:39:19

Q. Okay. And she had been -- already being treated for depression before she started recovering these memories, correct?

A. I think so. But I'm not positive about that. 10:39:31

Q. Now, there were, and you've got them in your notes, your handwritten notes, and you have page one circled at the top, that's what I'm referring to.

A. Okay. 10:39:51

Q. You show under Roman Numeral II or under circle number two --

A. Yeah.

Q. -- that she was -- that she says she was assaulted by Charlie Smith at age 15. 10:40:08

A. Uh-huh.

Q. Assaulted by a female babysitter age four.

A. Yes.

Q. Age 20, a decapitated body at a crime scene. Age 26 and 29 stabbings. 10:40:16

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A. Uh-huh.

Q. Age 20, fatal MVA. Age 16, Hugo --

A. Uh-huh.

Q. -- and a shoulder dislocation at work.

A. Right. 10:40:22

Q. Family history of depression.

A. Right.

Q. Those are all pretty traumatic events, aren't they?

A. Uh-huh. 10:40:28

Q. Is that a yes?

A. Yes.

Q. Okay. And all of those events occurred except for the assault by the babysitter, they all occurred after her allegations with Charlie Smith? 10:40:38

A. Yes.

Q. Okay. And one, two, three, four of them, the decapitation, the two stabbings and the fatal motor vehicle accident all happened in her 20's? 10:40:52

A. Uh-huh. Yes.

Q. All right. And if you look at page two of your notes, actually under your circled number three, it actually talks about depression and Zoloft in February of 2006. 10:41:07

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be spending five and a half hours with them and I wouldn't be giving them all this paperwork.
Q. To diagnose them you wouldn't --
A. I wouldn't be as careful.
Q. You wouldn't -- to diagnose the patient, you wouldn't try to do the best job you could? 13:11:20
MR. EDWARDS: Object to the form.
A. Yeah. Yeah, that's, that's unfair.
Q. I'm just asking. I'm trying to understand.
A. I would do the best job for doing a forensic eval. and I would do the best job for a clinical eval. and they are not the same. 13:11:32
Q. Okay.
A. She's not my patient in this situation.
Q. If the sexual conduct at issue in this case was consensual rather than force, would that change your diagnosis of dissociative amnesia? 13:11:51
A. Can't be consensual because of her age.
Q. So that's -- so forced -- in the DSM it doesn't use the -- it says forced. It doesn't use the term of consent due to age or anything like that. It doesn't make that distinction. 13:12:16
A. Uh-huh.
Q. It just says forced.
A. Uh-huh. 13:12:25

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Q. So what -- do you think it would make a difference in a child that has consensual sexual relations with an adult, would not be as likely to have dissociative amnesia as one that's forced to perform sexual conduct; that's correct, right? 13:12:41
A. No, it's not.
Q. Why?
A. It's not. Because first off, I don't accept the phrase consensual sex of a child with an adult. 13:12:48
Q. Uh-huh.
A. I think that's ridiculous and outrageous and impossible, okay. Because of the age and immaturity of a child they are unable to give consent. 13:13:02
Q. I agree with that legally, but I'm talking about forced, as in physical.
A. Can I finish?
Q. Yes.
A. And there are many, many cases of incest, father/daughter love, which there was no force used in terms of physical force or threats of death, but it was a kind of "love affair" between a relative and a child, okay. And the child believed that this was a very special 13:13:08 13:13:31

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relationship, et cetera, et cetera, in which there was not that kind of force that you're talking about.
Q. And what --
A. And they developed dissociative symptoms and trauma down the road. 13:13:41
Q. Dissociative amnesia?
A. Yes, of course.
Q. Okay. Besides the facts that are written in your notes and the documents that you've reviewed and you've testified that you reviewed, is there any other facts that you have about [redacted]situation that affected your evaluation and diagnosis? 13:13:58
A. No. 13:14:11
MR. QUISENBERRY: Okay. I'm gonna pass it to Robin. I might have one or two after she's done.
MS. JACKSON: I just have very few.
R-E-E-X-A-M-I-N-A-T-I-O-N 13:14:21
BY MS. JACKSON:
Q. Do you know Dr. Layton McCurdy?
A. Yes, I do.
Q. And do you have an opinion of him professionally? 13:14:33

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MR. EDWARDS: Object to the form.
A. Can you clarify what you mean by that, my opinion of him professionally?
Q. Do you respect him professionally?
A. Yes. Yeah. He was the dean of medicine when I was a faculty member there. 13:14:43
Q. Do you know anything about his professional opinions with regard to dissociative amnesia?
A. Not really.
Q. Okay. All right. Very quickly, briefly, since you're gonna provide us with the case list on the six previous depositions that you gave, were any of those related to dissociative amnesia, repressed memories or anything like that? 13:14:58
A. I don't believe so, no. 13:15:19
Q. Okay. Did any of them -- did you rely on any of those cases in making your opinions in this case?
A. No.
Q. Okay. And were those cases -- do you recall if you had them in State or Federal Court? 13:15:32
A. I think mostly were State Court.
Q. Okay. And were they all in South Carolina?
A. Yes.
Q. Okay. 13:15:52

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A. One was a case in Georgia, but I did the deposition in South Carolina. Couple of cases in Georgia.
Q. Okay. And of the six previous depositions, how many of those cases did you testify at trial? 13:16:08
A. None. None of them went to trial.
Q. Okay. All right. I'm gonna take one stab at the question Brian was trying to ask earlier and if it works, fine and if it doesn't, we'll leave it. 13:16:31
A. Okay.
Q. Is it your understanding that Michelle between the ages of 18 and 35 had no recollection of any portion of her life from ages 15 to 18?
A. No. I wouldn't put it that way. 13:16:45
Q. Okay. Well, what is your understanding of what she did recall about ages 15 to 18?
A. What's more important is what she did not recall. That's more to the question of dissociative amnesia. It's not what you 13:17:05
remember, it's what you don't remember. And it's -- it's traumatic material, okay. That's the part of the personal knowledge, personal information that is forgotten. That's the part that, you know, that's relevant here. It is 13:17:19

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not, as I said earlier, an all or nothing phenomena. It does not say you forgot all personal information. It does not say that in that book.
Q. Bu[redacted]s testimony says that. 13:17:32
A. It says --
MR. EDWARDS: Objection.
A. People -- you know, people, we all have cognitive distortions. We all tend to think in all or nothing ways and sometimes we say things 13:17:43
that aren't necessarily exactly true, okay. So I don't know what she remembered or didn't remember, but I know that there was a big gap in her memory, okay. And that that gap included the events around the assault -- the alleged 13:18:00
assault by Charles Smith.
Q. Okay.
A. And that, to me, is what's really relevant as to whether she has this or doesn't.
Q. Okay. In asking her specific questions about 13:18:11
that time period though, about outside events, events not related to Charles Smith for this abuse, she told me she has no recollection of that time period.
A. Okay. 13:18:25

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Q. And yet she managed to survive from age 19 to age 35, at least 2007 --
A. Uh-huh.
Q. -- and apply for jobs and list her schools and function with information that she would have to 13:18:43
have gotten between ages 15 and 18.
A. Okay.
Q. So how is it that now when I ask her questions about this, why did you leave school, why did you -- you know, tell me about night school, 13:18:58
she's saying I don't know, I don't have any memories from that time period, but yet she was able to apply for department of -- these applications are --
A. Here's the answer. 13:19:10
Q. -- pages long.
A. Here's the answer. There's a difference between a memory of something and knowledge of something. Okay. And this is something that you see very typically in people with 13:19:23
dissociative disorders. They have knowledge that while they know they went to high school, you know, they got the diploma, they know it was that day and they graduated then or whatever, they have that knowledge, but they don't have 13:19:36

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the memories that go with the knowledge, okay. They've obtained the knowledge somewhere else or from someone, from her mother, from a relative, some other way. So you can have the knowledge about something and not have the memory about 13:19:50
something. You know that you were born on such and such a day, in such and such a hospital, at such and such a time, but you don't remember that. But you have that knowledge. And all of us have that knowledge of certain things that 13:20:04
happened to us, but we may not necessarily have the memory of it happening. You see the distinction?
Q. Okay.
A. That's my answer. 13:20:12
Q. That clarifies it for me. Okay.
A. So she can have an amnesia for a certain period of time about those events, but still have knowledge about those events during that same period of time and that's not a contradiction or 13:20:30
a lie as you imply.
Q. Okay. Is there a treatment for dissociative amnesia?
A. The treatment is really is one for her PTSD. That's what we know the most about in terms of 13:21:12

how to approach this. She remembers at this point -- at this point in time and that's all we can deal with, is what's at this point in time. All right. And so she's depressed now, she has anxiety, she has PTSD and she has dissociative amnesia, okay. But as I said, that's an evolving -- you know, that's something that's evolving, has been, at least. 13:21:28

She has enough memory, enough to start the PTSD treatment and she's done that. She's in the middle of treatment and so as that happens, as people calm down, as they feel better, as they begin to process the trauma, digest the trauma, if you will, sometimes more stuff comes up, sometimes it doesn't, you know. 13:21:46 13:22:02

And you have to kind of -- what you want -- you want -- what you don't want to do -- the treatment is often what you want to make sure you don't do is you don't want to do hypnosis, you don't want to do uncovering kinds of techniques to try to get at that memory, but more a process why does she want to get at it and how will it matter. She knows enough right now to deal with. You know, she has enough memories to deal with right now, to process. 13:22:14 13:22:29

She's in the middle of doing that.

Q. Okay.

A. And you know, her depression needs to be treated. If I were -- if she were my patient, I would be much more aggressive about treating her depression. So those are the kinds of things. You treat the things that are also there, the comorbidity, her binge eating, her sexual confusion, I mean, you address these kinds of things that are more relevant in her psychotherapy now and if other stuff comes up, great. If it doesn't, great, fine. 13:22:42 13:23:02

So you have to -- you can't take, you know, just the -- you can't just take the dissociative amnesia from outside the context of everything else that's going on in her life, other problems that she has. You have to kind of treat the whole person, you know, and everything that's going on with her. 13:23:18

MS. JACKSON: All right. Okay. That's all I have. 13:23:29

MR. QUISENBERRY: All right. We're done.

MS. JACKSON: Thank you very much. Do you want to read and sign? 13:23:42

MR. EDWARDS: Yes.

THE DEPONENT: Yes, please.

(This deposition concluded at 1:25 p.m.)

(Signature reserved.)

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Nicole D. White, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

_____ Date _____
Nicole D. White
Notary Public in and for the
State of South Carolina

My Commission expires September 11, 2017

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF R. LAYTON MCCURDY, M.D.

JANE DOE,

Plaintiff,

vs. CASE NO. 2010-CP-10-7699

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, and CHARLES SMITH,

Defendants.

DEPONENT: LAYTON MCCURDY, M.D.
DATE: April 16, 2012
TIME: 9:40 AM
LOCATION: THE RICHTER FIRM, LLC
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Mount Pleasant, South Carolina

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ALSO PRESENT:

[redacted]

EXHIBIT 3

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R. LAYTON MCCURDY, M.D.,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. EDWARDS:

Q. Good morning, Dr. McCurdy. Could you state your full name for the record, please?
A. Robert Layton McCurdy.
Q. And your current address?
A. 3 Chisholm Street, Unit 301. The ZIP is 29401.
Q. Okay. And you are here as an expert witness for whom? Do you know?
A. I didn't understand your question.
Q. Who are you -- you're here as an expert witness today, correct?
A. I am.
Q. Are you here as an expert witness on behalf of Charles Smith?
A. Yes. And the school district too I believe.
Q. Okay. Now, how often have you served as an expert witness in the past?
A. You have got the list there, and I didn't

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a period -- maybe you had a wreck, and so there's something about our mind will permit it to disassociate in that sense. So it's a whole range of symptomology.

It's not pathological. I don't mean to imply that, but it's one of the -- it's one of the mechanisms that our brain uses.

Q Okay. How many -- have you ever personally treated a patient who you diagnosed with dissociative disorder?

A Yes. When I was in Philadelphia.

Q Okay. How many?

A Those that -- I did some second opinions probably on a dozen, and I did some treatment on probably four or five.

Q Can you tell me what the contexts were for those patients?

A Half of them were multiple personality. Invariably, there would have been childhood abuse in a very early age, invariably. And by an early age, I mean two, three, four, five, six.

In the many times, that would -- that would be brought forward in psychotherapy, and then the dissociative -- either the multiple personality would emerge, or there would be a revelation in

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saying, yes. I remember that now, and then amnestic for that, I haven't remembered that.

Q Okay. So you personally have observed that amnesia?

A A little bit, yeah. And interestingly enough, one of the things that we have very strong scientific evidence for is what is the age when infants begin to remember? What is the age before there is no memory? And it -- obviously, it varies from person to person. There's some belief that age four is the kind of median spot for that, but three, four, five is an age prior to that.

And they've surveyed children looking for memories, and to do that -- that's been -- that's pretty well settled I think, researchwise.

Q What's that, the median age of four?

A Yeah. The median age of that range of when this childhood infancy amnesia ends.

Q Meaning some remembered before? Some don't remember until later?

A Right.

Q Okay.

A Some -- and I don't mean abuse now. I'm not talking about that, just memory.

Q Right.

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A Some people have memories of their life beginning around four, and some memory of their -- occasionally, you find somebody who can remember something -- accurately remember something that happened at three accurately based on the parents' corroboration of that.

Many instances, it's five, but people can't remember much before five. And I see four and five years old in school and not wonder -- I'd like to see that research done again in a couple of years and --

Q Could that -- let's assume that the median age is four or five, around there.

A Yeah.

Q Would a traumatic experience at that age, could that delay the onset of general memory recall?

A I think it could.

Q Okay. And that traumatic event could also then delay the recall of that traumatic incident as well?

A I'm not sure I understand.

Q Well, first question I'll ask you about, just the general memory of recall.

A Right.

Q But as to that specific traumatic event,

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that also the recall of that incident also then could be delayed?

A It could.

Q All right. And the period of delay is -- can be variable depending on a number of different factors; is that true?

A Correct.

Q Okay. And so one of the factors would be the extent, the duration of the trauma or the nature of the trauma?

A I don't know that there's any evidence that talks about the nature of the trauma or the duration of the trauma. Most of the trauma that you hear about with small children has been sexual abuse --

Q Okay.

A -- of small children. You get a little bit of physical abuse. That -- in my experience from a distance and not as a scientist, but just from a distance is that real bad physical abuse is not -- they don't succeed putting that out of their memory. It hangs right in their face that small children -- we see these occasionally in the newspaper when somebody is -- when a parent is arrested for abusing a child physically, or starving

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then recalled those acts of abuse?
A I have read about those. I have not treated anyone with that situation, but I have read about those. And, you know, I was -- for a time, I was among the original members of the board of Darkness to Light. Do you know that organization?
Q Uh-huh.
A Yeah. And Lee, who started that, asked me to come on her board, and I did, and helped her move it forward. I think it's a very important and successful entity, and unfortunately, she's no longer with it. I find that I'm -- I don't like that, but at any rate, that was the case.
But there, we found -- what she had was -- she had a program to help train people, parents, coaches, teachers, all sorts of people that have interaction with children, Boy Scout leaders, Girl Scout leaders, to help recognize when there is sexual abuse going on and to help those adults -- what do we do about that when we suspect it, you know, take those actions.
In all of that, there was very little talked about with dissociative amnesia and child sexual abuse. Now, we were working with children who are just getting to be school aged. You know, that's

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largely the early ages of those children, but they're Boy Scouts, Girl Scouts, and it goes all the way into high school in some of them.
Q Okay. But you are aware of some cases of sexual trauma in childhood being repressed, which I know is not the medically correct term?
A I think -- it's my opinion that there are some childhood sexual abuses that are repressed for a time until that child grows and matures a bit more.
Q Okay. And that period of time is not a fixed period of time. It can be short for one, longer for another person?
A That's right. And it's also, in many instances, in most instances, again, in what I read, the child is quiet about it. They -- it's not that they don't remember. It's that they are quiet, because they don't want to either -- they're either afraid, or they don't want to disappoint, or they have been conned into believing that this is okay.
Q Right.
A There was a whole series of those things. I'm sure you know that.
Q But at some point, though, they actually don't remember?

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A That is their -- that's the -- that's the surface rationalization that they have. And do they actually remember? Perhaps not. Perhaps not.
Q Okay. And for those cases, cases of childhood trauma, is a factor in the likelihood of repression of those memories is a factor of prior victimization, prior trauma?
A I have no knowledge if that's the case. I don't know if that's the case.
Q Okay. Do you have an opinion one way or another whether or not prior victimization and repression would lead to a person being more likely to also be victimized and more likely to repress that memory?
A I don't see any connection between those things, and let me just comment on something you said. You said repression.
Q Right.
A And that's probably -- that's a term that I can't find --
Q It's not the medically correct term. I agree with that.
A Yeah. But the question is, have they disassociated --
Q Right.

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A -- in an amnestic way, and does that -- does that make them more vulnerable to the things you said.
Q Well, does being a victim of sexual trauma make one more susceptible to subsequent sexual trauma?
A I don't know why that would be the case.
Q Okay.
A I have no reason to believe that would be the case. One might argue just from the common sense perspective. It might make one less vulnerable, because they would be more avoidant, you know, and avoid at all opportunities for that.
Q Perhaps.
A But yeah. That's common sense. That's not -- I don't have any science for that.
Q Okay. But if they disassociated and suffer from dissociative amnesia, that victimization, they wouldn't be avoidant of that type of conduct, because they wouldn't be aware of it consciously?
A Yeah.
Q You agree with that?
A How long did that -- did that dissociative amnesia last?

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Q Well, let's assume that a child is victimized in a sexual way, and they disassociate and they suffer from dissociative amnesia from that day. During that period of amnesia, they don't recall the event. So they wouldn't be able to be avoidant or to be consciously aware to be a avoidant of those types of actions and situations. Do you agree with that, during that period of amnesia?
A Yes. If the amnesia exists, yes. I would agree with that.
Q Okay. And then would you also agree then that that person during that period of amnesia could also be more susceptible to the same or similar types of sexual trauma as before?
A I don't see any connection with that.
Q Okay.
A I can't see -- again, that's just calling on my clinical knowledge, clinical experience, but I don't have any fundamental research knowledge about that.
Q Okay. Now, you provided a lot of documentation here today. Can you tell me what it is you relied on primarily, and I assume you have certain opinions with respect to this case?
A Yes.

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Q Okay. What documents have you relied on primarily out of these that you provided which I understand to be [redacted] medical records, deposition testimony of various witnesses in this case and some other documents that have been produced in this litigation?
A Right.
Q Anything else?
A Her work record was one of the ones -- I don't know if that's what you included in that.
Q Yes. Her work records that have been produced.
A Yeah.
Q Okay.
A They're in one of those books.
Q Okay.
A Her work at the Crime Victims Center.
Q Uh-huh.
A Her work with Dr. Faulkner. The notes that were kept from her work with Dr. Faulkner. Those -- for those, I had notes.
Q Okay.
A I read the psychiatrist notes.
Q Dr. Brewerton?
A Dr. Brewerton's notes. I read his

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deposition.
Q Okay.
A His notes were hard to read a little bit.
Q Did you review Ms. Bolton's deposition?
A I did, both.
Q Okay.
A And as well as her notes. I read Dr. Zenzal's (phonetic) notes, and that, I was -- I also looked at some notes I think from the Fetter Family Center. There wasn't a lot of that, but a little bit.
Q Okay.
A What else?
Q You have not personally evaluated Ms. Redden; is that correct?
A Correct.
Q You have not -- other than reviewing her records, you have not done an independent examination?
A Correct.
Q Okay. Now, if I understand your earlier testimony, you are of the opinion that dissociative amnesia exists, that it is a diagnosable illness in certain circumstances?
A I'm almost certain of that, but I have

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still an open question about whether it exists. But yes, I believe there are some instances of it.
Q Okay. And at any rate, it's contained in the DSM-IV as a diagnosis --
A Yes. It is.
Q -- mental illness? Okay.
A Interestingly enough, it will be in a different format in the V, DSM-V, I believe. That's what I'm told.
Q All right.
A Because -- if I may add, because of all these memory wars that were going on and the fact that many people who are crisp clinicians and people concerned with the language of our profession, our finding, you know. The memory wars I think are going to lead to a modification of it in the DSM-V. One of the difficulties in psychiatry is to making a diagnosis. Sometimes I envy people who can take a little tissue and look at it and see the wrong cell and make a diagnosis. We can't do that. We have a history and evaluation of the exam, but I'm sidetracking. I'm sorry.
Q Okay. Now, have you prepared a record of any kind?
A No.

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Q What does that mean?
A What it means is that I can't see that that would predispose her to a longer episode of amnesia. The previous abusive relationships I could argue clinically when -- without the research being done. I could argue that it might make amnesia very much more difficult to get dissociative amnesia, if you have had these things happen to you before.
Q Okay.
A And coped with them and had to cope with them.
Q All right. But if you're -- if you're amnesic with respect to prior trauma, you could not have been coping with it at that point; is that right?
A You would have been unconsciously coping with it.
Q Okay.
A You would have been unconsciously coping with it to keep it in the amnestic phase.
Q Okay.
A I don't think amnesia is a low-maintenance thing. It requires mental activity --
Q Okay.
A -- when it's there.

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Q But it doesn't mean that the person is consciously aware of the fact that that's going on?
A No. That's right.
Q And the fact -- are you aware of the period that you referred to 18 years, are you aware that the amnesic period for the childhood baby-sitter abuse was also 18 years?
A I think that happened in '96 if my memory is correct. The memory came back in '96.
Q Which was a period of 18 years from the date of the prior abuse.
A Oh, that's interesting. I had not noticed that.
Q Okay. And then the subsequent abuse from Smith also lasted for a period of 18 years?
A Uh-huh.
Q Are you aware -- you didn't know that before.
A I didn't know -- I didn't put those two things together.
Q Okay. Is it possible that a person's mental psyche could be -- obviously, some people can have a shorter period of amnesia. Others can have a longer period of amnesia. Is it possible that a person who is predisposed to dissociative amnesia

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could also then be predisposed to a period of amnesia?
A I know of no scientific or clinical evidence that would support that, and it doesn't fit my understanding of how our brain copes with memories and copes with trauma. I don't know that that could bear any relevance.
Q All right. Well, how does it --
A I think it's a coincidence.
Q Okay. Do you agree that disassociation is more common in childhood trauma victims than adult trauma victims?
A Yes.
Q And is that because their mental process is not as fully developed as an adult?
A I think that's it. But again, I'm not completely sure.
Q And the ability to cope with traumatic events at a younger age is not -- a person is not as fully equipped to deal with a traumatic event at age 4 as age 40?
A I would agree with that.
Q All right. And then similarly, a person at the age of 15 is not as mentally equipped to deal with traumatic events as a person at age 40?

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A I would say that in most instances, that's true. I have known some very mature -- in my work with Darkness to Light, I've known some very mature 15 year olds --
Q Sure.
A You know that.
Q Obviously, it depends on the person?
A Sure.
Q Some are more mature than others?
A Right.
Q Okay. So then that -- would you agree that it's more likely for a child victim of trauma to disassociate those memories than it would be as an adult victim of trauma?
A Yes.
Q And the younger -- do you agree that the younger a person -- a child has suffered from traumatic events, do you think -- or do you have an opinion on the length of amnesia at that point? Is there any longer period for a younger victim versus an older victim?
A I know of no scientific evidence or clinical evidence that supports that.
Q Okay. Are you aware of any evidence, scientific literature, clinical or otherwise to

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Q Why doesn't it?
A Why doesn't it? Because it wasn't like she was put away in a place and everything was going fine, and so there was reason to believe what's wrong with my life, and she must have faced that many times in the course of those 18 years.
Q Well, with all of the conflict in her life afterwards in her work life and otherwise, wouldn't her attention be focused on that rather than the core root problem?
A I think -- I believe that when people get something and has that much going on, they say what's wrong with my life, what's happened to me and what's wrong with me. And I just -- I don't see -- I'm not sure that we can make a scientific conclusion to that. It just doesn't make sense to me clinically.
Q Even if that person asked themselves that question, they wouldn't necessarily have an answer for that, correct?
A Possibly so.
Q And if they didn't have an answer for that and didn't go -- didn't otherwise remember incidents of abuse, isn't the continuing conflict and effect really of the root cause, which was the abuse at a

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childhood age?
A I'm not sure I understand your question.
Q Well, there's different conflicts that you described in Ms. [redacted] work life and other areas. Are you saying that those are separate incidents? They're unrelated to the abuse that she suffered as a child. Or are they kind of an effect from the cause of the abuse -- you see the cause and effect being the interpersonality conflicts, social issues, things like that?
A Well --
MS. JACKSON: Object to the form. Go ahead.
A I think that if one were looking seriously in the way of treatment and trying to understand -- to help her understand where what goes wrong in her life as far as the jobs and all of that, one of the questions that you would wonder about is the abuse and the fact that she lost trust in a person that she did trust, and the baby-sitter abuse might also be a part of that.
I can't see any rational way that that would change her personality style to the one that involved being confronted, the very same things that seemed to, from reading the materials, without

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having talked with her, which seemed to trigger these -- the uncertainty with her work history and everything.
BY MR. EDWARDS:
Q So she may have been a confrontational person to begin with?
A I think so.
Q But the specific conflict dealing with authoritative figures can be linked possibly to the abuse suffered by authoritative figures as a child?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A Possibly. That's a stretch. For me, that's a stretch.
BY MR. EDWARDS:
Q It's a stretch to say that a child who's had her -- had the trust violated by those with authority and control over her, it's a stretch for you to say that that child going into her adolescence and adult years would have conflict with people in similar positions of authority and trust?
MS. JACKSON: Object to the form.
MR. QUISENBERRY: Same objection.
A I can see that, and I can also see, as I read her life history, also see that she had -- she

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witnessed a physical abuse by two stepfathers.
BY MR. EDWARDS:
Q Right.
A She witnessed her mother being raped by one of these people.
Q Right.
A She was abused by a child -- a baby-sitter as a younger child. Hers was not a smooth life, and those events happened to her well before she was age 15.
Q And is it your -- it's your opinion that those events did not contribute to her susceptibility to abuse?
A It's my belief that those events contributed to her difficulties with adjustment to life. Did they contribute to her -- to her incidents of abuse is the question. Did that make her more vulnerable to someone she trusted like Charles Smith? I think that could be argued that -- that having a trusting adult might make you more vulnerable to that person.
Q All right. And then --
A Especially when you have had this background of adults that didn't seem very trustworthy, at least in reading the record.

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Q Sure. And then to have that -- to get to that point and to have that person who's in a trust and authoritative position, to violate that trust in a sexual way, would then also contribute to the subsequent issues in her life?
A I would say.
MS. JACKSON: Objection.
MR. QUISENBERRY: Same objection.
BY MR. EDWARDS:
Q Now -- okay. You are not aware -- or are you aware, or do you have any opinion on whether or not an individual has a propensity to disassociate -- to suffer from dissociative amnesia?
A I am aware that there are individuals who have a propensity to disassociate, many of them around religious ceremonies.
Q What do you mean?
A Pardon me?
Q What do you mean when you say that?
A Well, there are groups of people in different cultures generally than the one that we live in, different cultures who actively dissociate. That's part of some religious ritual.
Q Okay.
A Or social ritual even and --

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Q But that's not an issue in this case?
A I don't think so, but I thought was a part of your question.
Q Well -- okay. So those people maybe have a propensity to dissociate, because they actively do that?
A They can actively do that. There are -- it is my opinion that a person can be trained to actively disassociate. Any person can be trained to actively disassociate.
Q Sure.
A And that disassociation sometimes, for people I have known it to be the case of to -- to find somebody sitting on the floor in an airport making zoom-zoom noises who claims to not have any sense of where they are or who they are.
Q All right. But there's no --
A That's a whole other thing.
Q No evidence that [redacted] has actively dissociated or taken part in any type of --
A No evidence of that.
Q Okay. My question is then, outside of those groups --
A Right.
Q -- are you aware or do you have an opinion

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on whether or not a person is predisposed to disassociate traumatic memories?
A I can imagine that that might be the case, but I have also -- if I couple that with my opinion about the unusual -- unusual circumstances of dissociative amnesia, that I think happens very rarely for any length of time, I can see how that person -- one person might be more vulnerable than another, yeah.
Q And if a person is susceptible or predisposed to disassociation of traumatic events, could it then also be possible that that same person is susceptible or has a propensity -- well, is susceptible to subsequent disassociation of traumatic events? What I mean is if the person is predisposed to disassociate --
A Right.
Q -- assuming that that's the case, and the person is predisposed to disassociate --
A Yeah.
Q -- then they also would be more likely to disassociate on more than one occasion?
A Uh-huh.
MR. QUISENBERRY: Object to the form of the question.

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A Yes.
BY MR. EDWARDS:
Q All right. If that's the case, is it not also possible that that person is predisposed to disassociate for perhaps a longer period of time than someone who is not predisposed to disassociate?
A I cannot --
MR. QUISENBERRY: Object to the form.
A I cannot agree with that. The other thing that I think is worth noting is that Ms. Redden in her aftermath of this age 15, at age 18 and onward, had some significant traumas in her life.
BY MR. EDWARDS:
Q Uh-huh.
A Dismissal from work, the -- some of the brutal things that happened at the prison where she worked.
Q Uh-huh.
A And those might have -- and in the argument that she is vulnerable to disassociation, one could wonder did she have disassociation episodes to deal with those -- that trauma.
Q Well, none of those events dealt with sexual trauma upon her?
A It wasn't sexual trauma, but she did --

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she had affairs, and she was betrayed by the person. She trusted the person, had a sexual affair and then was betrayed by that person.

Q Right. But not raped or forceably sexually engaged in any way?

A I believe it was a --

Q Consensual?

A Consensual, yeah.

Q So isn't that then really an effect of the sexual trauma at a younger age, confusion and sexual --

A I don't believe.

Q You don't have an opinion on whether or not a child who's sexually abused has sexual dysfunction later in life?

A I don't believe that in her case, based on what I read, and the sexual trauma that she experienced with the man, Charles Smith, I do not believe that would predispose her to bad sexual choices in her future.

Q Okay. Is that not a typical thing that you see or have seen or are aware of in child sexual trauma victims, acting out sexually as an adult?

A No. I'm not aware of that.

Q Okay. What typically --

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A In fact -- I'm sorry. Go ahead.

Q What typically would be something that you would expect to see from a victim of child sexual trauma as an adult? Would they have a higher incidence of other disorders?

MS. JACKSON: Object to the form.

A Mistrust.

MR. QUISENBERRY: Same objection.

A Mistrust of people. One of the things that's kind of interesting, researchwise, and it's not -- doesn't bear directly on this, but it's sort of. There have been some very good national studies, multi-site studies that looked at the effectiveness of treatments for depression.

And some smart people at Emory, actually, went back. They gathered data from thousands of women and men about their life history, and about -- these are people who appear for depression. And one of the questions they ask was, were you abused as a child. And that -- maybe they also checked was it sexual or physical, but was abused as a child.

They went back a couple of years later, after the study was finished. The study discovered what they needed to know, and that was that antidepressant drugs worked, and cognitive

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behavioral therapy worked, they both work. If you use both of them, it's better. I mean it was standard fair.

Someone went back and left out all of the subjects who had reported trauma as a child -- abuse as a child. Excuse me. And treated them and looked at those who are getting cognitive behavioral therapy, and they did better. The point of the story is the ones who were traumatized did better in their depression when they received cognitive behavioral therapy rather than the drugs.

They did a lot of interviews with them, and there was -- there was no one who didn't remember the details of the sexual trauma or physical trauma. It just was remembered by these -- these are people in their 20s, and it's an interesting study.

BY MR. EDWARDS:

Q Okay.

A And it addresses -- it doesn't specifically address this point, but it addresses the point of terms of how -- what is the memory of sexual abuse like when one is an adult.

Q And that would deal with victims who did not suffer from dissociative amnesia?

A Well, theoretically, it would deal with

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victims who were not inflicted dissociative at the time they did -- in their 20s, yeah.

Q Okay.

A Yeah. Did they have it earlier in their life, you know, I don't know.

Q Possibly?

A Perhaps.

Q Okay. And in reviewing the records, did you find any evidence of hypnosis or suggested memory, false memories that have been implanted in any kind of way?

A I did not.

Q Okay. Can you say to any degree of certainty whether or not [redacted] -- I understand you said that you thought 18 years was a long time, but can you say --

A With an onset as an adolescent.

Q I understand.

A Yeah.

Q Understanding that, can you say to any degree of certainty that [redacted] did not first recall the memories of the abuse from Smith in 2007?

MS. JACKSON: Object to the form.

MR. QUISENBERRY: Same objection.

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A If I understand your question --
BY MR. EDWARDS:
Q Other than your general -- your opinion as to the length of being longer than your understanding --
A Right.
Q -- can you say -- or did you review anything that led you to believe that she, in fact, remembered the abuse by Smith before 2007?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Object to the form.
A I would -- I believe and would state that those memories came earlier in her life, and that the am- -- the dissociative amnesia wasn't -- didn't exist to that -- during that duration that long.
BY MR. EDWARDS:
Q What do you base -- do you base that on any record that you reviewed?
A No.
Q Any testimony that you reviewed?
A No. I'm basing it on my understanding of dissociative amnesia and the adapt -- the way one adapts to sexual abuse as a late adolescent, young adult. I think also look at her work career and the

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exposure to other abuse, things in her career that were going on, and those were potential triggers in this. And I just -- I find it -- I can't believe it.
Q Are you aware that -- you mentioned the trigger. Are you aware of what the trigger was in this case with Smith?
A I am.
Q Do you recall what that was?
A Yeah. She -- she saw someone who was beheaded I believe, if my memory is correct. I'm not sure of that. It was something that happened in 2007 associated with her prison work.
Q It had to do with a rape victim of some kind.
A Okay. Yeah.
Q Okay.
A Yeah.
Q And those other traumatic incidents, you know, stabbings, things like that, the trigger did not trigger, according to Ms. [redacted] The trigger was something very specifically related to the memories associated with Smith, which was a rape.
A Uh-huh.
Q Do you have an opinion one way or the

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other as to what triggers the recall of memories in a person who's suffering from dissociative amnesia?
A I don't.
Q Okay. Do you think it's more likely that a trigger would involve something closely or similarly related to the traumatic event versus a general trauma of some other nature?
MR. QUISENBERRY: Object to the form of the question.
A You know, I really don't.
BY MR. EDWARDS:
Q Okay. You don't have an opinion one way or the other?
A No.
Q Okay. And this is just for clarification on what we have been talking about. Is there anything in her, Ms. [redacted] records, or any of the testimony that you can point to that says she recalled these memories prior to 2007?
A No.
MR. EDWARDS: Okay. Let's take a quick break.
(There was a pause in the proceedings.)
BY MR. EDWARDS:
Q I just have a few more, and then I'll pass

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you on, if they have any questions for you. You reviewed Charles Smith's deposition, correct?
A Yes.
Q Have you ever reviewed anything else with respect to Mr. Smith, any medical records, treatment records, anything like that?
A No. I don't think so.
Q Okay. And you mentioned -- was there anything significant in Charles Smith's deposition testimony that influenced your opinions that you've given here today one way or the other?
A No.
Q Okay. Have you ever examined Mr. Smith?
A No.
Q Okay. Now, are you aware of any research or authority on whether or not childhood sexual abuse is more conducive to dissociative amnesia versus other types of trauma?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form of the question.
A Let me be sure I understand. I think I understand. The childhood -- does sexual abuse in childhood more often lead to traumatic amnesia rather than other kinds of abuse?

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A And so I, intuitively, connect those two things.
Q Yes. And if it will happen as a result of the abuse, would that tend to show that she wasn't suffering from repressed memory or a dissociative amnesia at the time?
A At that time, it's strong evidence that she was not -- that she remembered the event, yes.
Q Okay. So that's inconsistent with her suffering dissociative amnesia after the event if she committed -- attempted suicide in that way?
A Yeah. How long after the event did the amnesia begin I think is more the question. How long does she claim that the amnesia started? We don't know when the event occurred I don't think. That's what I was told.
Q Uh-huh. Earlier, you were testifying about the -- you were asked a question if anything in the testimony or the record would show certain things, do you remember being asked that question about your -- you were asked about questions about what was in the record. Do you remember being asked about that?
A Yeah.
Q And I understand that your response -- you

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were testifying just about what -- what your recollection of the record was, correct?
A Yes. I did not commit the record to memory.
Q Yeah. You testified earlier about the black hole period as alleged in this case. Do you remember that?
A Yes.
Q Was the description of the black hole period in this case inconsistent with your understanding of dissociative amnesia in adolescents or adults?
A Those two terms?
Q Well, just how, the description of the black hole period as being three to five years in length. Is that inconsistent with your understanding of dissociative amnesia in adolescence and adults?
A It's inconsistent with my understanding of dissociative amnesia.
Q Okay.
A And that black hole -- to be clear, that black hole describes total memory loss, no recollection on that period of time, and I think the black hole was kind of a euphemism of that total

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amnesia versus the dissociative amnesia for the sexual abuse.
MR. QUISENBERRY: Uh-huh. All right. Let me take a break.
(There was a pause in the proceedings.)
BY MR. QUISENBERRY:
Q Okay. Dr. McCurdy, I have a couple more questions. Earlier, you testified about that you haven't had the opportunity to treat or have a discussion with Ms. [redacted] is that correct?
A Correct.
Q You have read -- have you read the record in this case?
A I have.
Q And you've read her testimony?
A I have.
Q And you read her treatment records?
A Yes.
Q And you read her records from the evaluation by Bolton and Brewerton?
A Yes.
Q Based on that --
A And her employment record.
Q Yes. And her employment records and all the other documents that were provided here on the

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table --
A Yes.
Q -- which have been marked. Which haven't actually been marked as an exhibit but have been provided to the plaintiff's counsel. Based on that, would an in-person evaluation affect your opinion at all?
A I don't think so.
MR. QUISENBERRY: Okay. That's all I have.
RE-EXAMINATION
BY MR. EDWARDS:
Q I have a few follow-ups. If a person suffers from a traumatic event and it's so traumatic that they disassociate and suffer from dissociative amnesia as a result of that traumatic event, and this is a recognized diagnosis, and a common -- maybe not a common diagnosis, but generally accepted enough to be listed in the DSM-IV, does it not also -- is it your opinion that the degree of abuse has no bearing on the length of disassociation period of memory lapse?
A Let me see if I can rephrase that. Does the severity of the abuse --
Q That's right.

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A -- dictate the duration of the dissociative amnesia?
Q Fair enough.
A Is that --
Q That's a fair rephrase of my question.
A Okay. I don't believe it does.
Q Okay.
A May I insert one thing?
Q Please.
A One of the things that's been interesting to me, and we have at MUSC -- you probably know this. We have a very strong crime victim center, which, in fact, started out being a rape center.
Q Uh-huh.
A And they have done a significant amount of research on rape victims over the years. In fact, it probably is one of the best known or maybe even the best regarded one in the country today. And I have been curious with them since I was doing this work with veterans, what happens with women who are raped by a stranger? Pretty big trauma, that is. And my interest in it has had to do with -- are there some women who are more genetically vulnerable to post-traumatic stress disorder, or are there some women who aren't? And the frequency of people who

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get post-traumatic stress disorder is pretty consistent. It's about 20 percent.
Can they -- they're looking for genes to predict who so they can maybe take some hasty action.
Q 20 percent of women or people in general?
A 20 percent of women who are raped by a stranger --
Q Okay.
A -- that will come out with post-traumatic stress disorder. It's a fairly consistent number. How many of those have a repression, have a dissociative amnesia? And they don't find that. They don't find that. Now, these are adults that get raped, but there's just -- there aren't instances of dissociative amnesia in these women who have been raped.
Q Those are the only people who don't suffer from dissociative amnesia, correct?
A I presume so.
Q So if a person --
A But the percentages of them is the one that I was making that point. It would seem to me, and I've been curious about that, not since this case came along, but just in general. What are

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those things that protect some people against something and don't protect other people. I believe it's genes. That's what we're going to come to, but that might be in your lifetime, but it won't be in mine, but we're going to get there.
Q Which would protect a person from suffering from PTSD, in part would be their genetic predisposition?
A That's my opinion. That's a strong opinion.
Q Then also, in addition to that, you have got the -- that's the nature part. You've got the nurture aspect as well, the environment --
A Exactly.
Q -- and family --
A Yep.
Q -- work, social --
A All of that, correct.
Q Okay. So all of those things combined as a possible predictor in a person suffering from PTSD?
A Yes.
Q And would you say in your opinion that a person with a strong support system, a good family dynamic, adequate therapy immediately following the

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traumatic event, all of those would contribute to a better handling of processing that traumatic event and maybe even not result in PTSD?
MS. JACKSON: Objection to the form.
MR. QUISENBERRY: Same objection.
A I would say it -- all of those things I would say yes to. I would say if the PTSD were to occur, it would be -- it would go away faster.
BY MR. EDWARDS:
Q In that circumstance?
A Yeah.
Q And then, on the other hand, the lack of those things may contribute to a more severe suffering of PTSD?
MS. JACKSON: Objection.
MR. QUISENBERRY: Object to the form.
A Correct. I would agree.
BY MR. EDWARDS:
Q Okay. Now --
A But my point was that in all of those cases, I couldn't find a case of the dissociative amnesia for that rape.
Q Okay. That's what I wanted to ask you about. Knowing that it happens, okay? Some people can't -- they just can't function, and they -- in

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order to cope, the brain on an automatic subconscious level, just kind of pushes it down somewhere in the memory bank to such a degree that it's not in their conscious awareness. Okay? You agree that that happens, and it can happen?
A I will agree that it can happen.
Q Okay. Now, assuming that that can happen, how do we know that there are not incidents of people who go their entire lives without recovering that memory?
A There just has been no case history of that.
Q But there wouldn't be one, would there?
A If they went their entire life, perhaps they would -- it would never -- they would die with that secret.
Q And nobody would --
A There are people who die with secrets. That's a fact.
Q Sure.
A And those secrets could be abuse secrets. Are they gone from -- are they amnestic for those abuse secrets? We don't know the answer to that.
Q Possibly, possibly not.
A Possibly so.

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Q But my point is that it -- a person could go their entire life without other people knowing what happened, correct?
A Yeah.
MR. QUISENBERRY: Object to form.
BY MR. EDWARDS:
Q And, in fact, assuming that the dissociative amnesia is real and happens so that it's not in that individual's conscious awareness, that person could actually go their entire life without knowing?
MR. QUISENBERRY: Object to the form.
MS. JACKSON: Object to the form.
A Okay. Yes. I would agree.
BY MR. EDWARDS:
Q So --
A I would agree contingent, but let's go ahead.
Q Contingent upon what?
A Contingent on the rest of the -- what you're coming for.
Q Well, where I'm going with that is, how is it that you can say to a reasonable degree of medical certainty that [redacted] would have recovered her memories in two years?

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A Yeah. The reason that I can say that is the case -- the cases that are there, the cases that are there and my knowledge and my reading and my conversations with a couple of people are such that adults who get traumatized, and I'll extend that down to 15 year old. I know she's not an adult at 15, but that level of cognition, that kind of repression just -- excuse me. That kind of dissociative amnesia, just -- there's no record of it. I can't find it.
And the last 17 years to which began at 15, I can't find any evidence of that, and it's contrary to my clinical judgment.
Q Isn't it also possible that people can suppress them for 17, 18, 20, 30, 40 years and never go see a therapist?
A Suppress --
MR. QUISENBERRY: Object to the form of the question.
BY MR. EDWARDS:
Q A traumatic event.
MR. QUISENBERRY: Object to the form of the question.
A Well, if they suppress it, they're not -- it's not amnestic for them.

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BY MR. EDWARDS:
Q Let me say it then in proper terms. The person can suffer from dissociative amnesia for 17, 18 or more years, and then it become -- come back into their conscious awareness, and they never go see a therapist?
MR. QUISENBERRY: Object to the form of the question.
A I don't think that it can come back after that many years. They don't -- the therapist doesn't have anything to do with it. I just don't think it could come back.
BY MR. EDWARDS:
Q Okay. Well, if it happens, and it is out of their conscious awareness, is there anything that you -- do you know of specific research, literature, that can say and that shows that the processes of the brain are such that the memory itself will or will not come back within two years?
MR. QUISENBERRY: Object to the form of the question.
MS. JACKSON: Same objection.
A Yeah. I honestly can't answer that. I'm -- I'm not quite sure what you're asking me.
BY MR. EDWARDS:

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2007-CP-10-5203

JANE DOE,

Plaintiff,

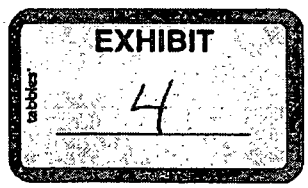
V.

CHARLESTON COUNTY SCHOOL DISTRICT, JAMES ISLAND HIGH SCHOOL, AND CHARLES SMITH,

Defendants.

Deposition of [redacted] taken on behalf of the Defendant on Wednesday, September 7, 2011 at 11:00 a.m. at Senn, McDonald & Leinbach, 3 Wesley Drive, Charleston, South Carolina.

REPORTER: Nicole D. White



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EXHIBITS

Exhibit 1 - Kiawah Island Resort Letter 015
Exhibit 2 - James Island High School Record 048
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Exhibit 4 - Guidance Department Withdrawal Form 066
Exhibit 5 - Affidavit of Jane Doe 109
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([redacted] having been first duly sworn, testified as follows:)

E-X-A-M-I-N-A-T-I-O-N

BY MS. JACKSON:

Q. [redacted] my name is Robin Jackson and I'm the attorney who represents Charles Smith, the Defendant in this action. Have you ever given a deposition before?

A. No, ma'am.

Q. All right. Very quickly, this is just a question and answer session. It's not a quiz, it's not a test, it's also not an endurance contest. If you need to take a break at any time, you let me know and we'll take a break.

I do have a stack of documents here that I will show you when I have questions about them and if you need more time to review them before I start asking you questions about them, please let me know and I'll be happy to give you time to review them. Are you able to read?

A. Yes, ma'am.

Q. All right. Are you under the influence of any medications today?

A. Yes.

Q. What kind of medications?

A. Zoloft, the generic form of Zoloft.

Q. Okay.

A. I took Ativan last night, Advil and there's a third medicine that I take, but I haven't taken it in a couple days.

Q. Okay. And what is it for?

A. It's for acid reflux type issues and stomach issues.

Q. All right. Do you believe that any of those medications will have an affect on your ability to tell the truth today?

A. No, ma'am.

Q. Do you think that there's any reason that you would not be able to give a truthful deposition here today?

A. No, ma'am.

Q. All right. Under the rules of civil procedure for the attorneys there are a few ground rules for the deposition. The first one is that we have a court reporter here taking down every word that gets said in the room, so it's very important that we don't talk over top of one another. I will do my best not to cut off your answers, if you will try not to cut off my questions so that she can take down a clear

Record, okay?
A. Yes, ma'am.
Q. Also, it's very important that you give verbal responses and don't just shake your head or nod your head. If you do that or you say uh-huh or huh-uh, as people sometimes do in conversation, then I will prompt you by saying was that a yes or was that a no. I don't mean any disrespect, I just want to make sure when we read the Record later, we're very clear on what your answer to the question was.
A. Yes, ma'am.
Q. If at any time you don't understand a question that I'm asking you, please ask me to clarify it or rephrase it, I'll be happy to do so. If you don't understand the question, you need to direct those questions to me, okay?
A. Yes, ma'am.
Q. Also, for some reason this is a main artery for fire trucks and other emergency vehicles, so if -- and the driveway can get kind of loud, too, so if you ever don't hear part of my question, let me know that as well, all right?
A. Yes, ma'am.
Q. What is your full legal name?

A. [redacted]
Q. Your date of birth?
A. [redacted]
Q. And your social security number?
A. [redacted]
Q. And also, even though I'm taking notes, you do not need to talk slowly enough for me to get it down. If I miss it, I'll get it from the court reporter later, okay?
A. Yes, ma'am.
Q. What's your current address?
A. [redacted]
29412.
Q. And how long have you lived there?
A. Approximately two years.
Q. And where did you live before that?
A. [redacted]
Carolina.
Q. And how long did you live there?
A. Approximately two years.
Q. Okay. Did anybody live there with you?
A. No, ma'am.
Q. Okay. Does anybody live with you at [redacted]?
A. I live with my mom.
Q. Okay. And where did you live before Green

Castle?
A. At an apartment in Goose Creek. I can't remember what the address was.
Q. Okay. And how long did you live there?
A. I believe six months.
Q. Okay. Are you a member of any civic groups or organizations?
A. Can you be more specific?
Q. Like Rotary, Kiwanis, garden club or book club, anything like that?
A. No, ma'am.
Q. All right. Did anybody live with you in your apartment in Goose Creek?
A. My cousin.
Q. What's your cousin's name?
A. Chad Mitchell.
Q. And where is Chad now?
A. I don't know.
Q. Are you married or engaged?
A. No, ma'am.
Q. Have you ever been married?
A. No, ma'am.
Q. Okay. Are you in a relationship?
A. No, ma'am.
Q. Okay. When was your last relationship?

A. Approximately 2006.
Q. Okay. And who was that with?
A. Tinnel (ph) Gunter.
Q. And where is Tinnel now?
A. I don't know.
Q. Where did she live when you were in a relationship with her?
A. North Charleston. I don't know the address.
Q. Okay. How long was the relationship?
A. Approximately 30 days.
Q. Okay. Do you have any children?
A. No, ma'am.
Q. Family members who live in Charleston County? And the reason I ask is this is a Charleston County case and I don't want to put any family members on the jury.
A. My mom.
Q. Just your mom?
A. Yes, ma'am.
Q. Okay. And her name is Tammy [redacted]
A. No.
Q. What is her name?
A. [redacted]
Q. [redacted] Okay. Were you in the military?

A. Yes.
Q. What branch?
A. Army Reserves.
Q. And how long?
A. Approximately four months.
Q. And what was your job?
A. In '88, November.
Q. What was your job?
A. Transportation management coordinator.
Q. Okay. And you were discharged in '88, November or you joined in '88?
A. I don't know when my discharge date was nor my --
Q. What was -- you said '88, November.
A. That's the job title.
Q. Okay. Okay. You don't know when you were discharged?
A. Not off the top of my head, ma'am.
Q. Approximately?
A. 1998.
Q. Okay. And you were only in for four months?
A. Yes, ma'am.
Q. Did you enter and leave in '98 or --
A. Approximately.
Q. Okay. All right. And what was the reason for your discharge?
A. I couldn't do the running.
Q. Okay. And so was that a -- what -- do you know what type of discharge you received? Is it a medical discharge, an honorable discharge?
A. I believe it was a general.
Q. General, okay. When you were in, where were you stationed or where were you for training?
A. Fort Jackson.
Q. All right. I want to go through your work history. Are you currently employed?
A. Yes, ma'am.
Q. Where?
A. Charleston County Sheriff's Office Detention Center.
Q. All right. And how long have you worked there?
A. Five years and five days.
Q. Okay. And are you a detention officer?
A. Yes, ma'am.
Q. All right. Where did you work before the Charleston County Detention Center?
A. South Carolina Department of Corrections.
Q. All right. And did you have a break in your employment between there?
A. Yes, ma'am.

Q. How long was the break in employment?
A. Approximately 11 months.
Q. Okay. And were you doing anything during those 11 months?
A. I did work in between there with the South Carolina Department of Juvenile Justice for a few months.
Q. And what did you do with DJJ?
A. I was a juvenile detention officer.
Q. Okay. At what facility?
A. I believe it's coastal. It's next to Lieber.
Q. And why did you only do that for a few months?
A. I went to work for the Charleston County Sheriff's Office.
Q. Okay. So was the break between Department of Corrections and DJJ and then you went straight from DJJ to Charleston County?
A. Yes, ma'am.
Q. Okay.
A. And before DJJ -- I'm sorry, I'm backing up. I worked for Bermex. It was a meter reading company contracted with SCE&G.
Q. And how long did you do that?
A. Approximately six months.
Q. Okay. And did you leave there to go to DJJ?
A. Yes, ma'am.
Q. Okay. All right. When did you work for Department of Corrections?
A. Approximately 1996 to approximately 2005.
Q. Okay. And in reviewing your personnel file it looks like you've worked at a number of different institutions.
A. Yes, ma'am.
Q. I'm not gonna go through each one individually, but within the institutions were there certain areas that you did not ever work in?
A. No. I -- I was versatile. I worked everywhere.
Q. Okay. Did you work in segregation at Lieber?
A. Yes, ma'am.
Q. So you dealt with inmates who were disciplinary problems?
A. Yes, ma'am.
Q. Did you deal with inmates who assaulted other inmates?
A. Yes, ma'am.
Q. Did you deal with sex offenders?
A. Yes, ma'am.
Q. And rapists?
A. Yes, ma'am.
Q. All right. And you were terminated from

Department of Corrections?
A. Yes, ma'am.
Q. All right. Where did you work before Department of Corrections?
A. Trident Security.
Q. Okay. And what did you do for Trident Security?
A. Security officer.
Q. And where were you -- do they provide security to businesses?
A. Yes, ma'am.
Q. Okay. And did you work at the same business all the time?
A. No, ma'am.
Q. Okay. How long did you work for Trident Security?
A. Approximately six months.
Q. Okay. And did you leave Trident Security to go to Department of Corrections?
A. Yes, ma'am.
Q. Okay. Where did you work before Trident Security?
A. Kiawah Island Resort.
Q. Okay. And what did you do for Kiawah?
A. I was a security officer and I worked in the housekeeping department.

Q. And why did you leave?
A. I was terminated.
Q. Why?
A. I don't recall the exact reason why I was terminated.
Q. Okay. And you filed an EEOC complaint about that?
A. Yes, ma'am.
Q. And what was the result of that?
A. I was given a letter of reference by the managing director.
Q. Were you awarded any money?
A. Yes.
Q. How much?
A. I am unsure. I believe it was between 1,000 to $2,000.
Q. You received a letter of reference from Tommy Vickers?
A. Yes.
Q. Okay. Let's go ahead and mark this.
(Whereupon, Defendant's Exhibit 1 was marked for identification.)
A. When I left, the letter that I received was not the one from Tommy Vickers, but the one from Prem Devadas, the managing director.

Q. Okay.
A. This was written much prior to me having left.
Q. Okay. The letter from Tommy Vickers was written prior to your leaving?
A. Yes, ma'am.
Q. Okay. So this was written when you moved from being a security agent to a dispatcher?
A. Yes, ma'am.
Q. Okay. And Tommy Vickers is the person that you had a sexual relationship with while you were working there?
A. Yes, ma'am.
Q. All right. Where did you work before -- did you work anywhere simultaneous to working at Kiawah?
A. I don't believe so.
Q. What about James Island Fire?
A. I was a volunteer with James Island Fire Department.
Q. Okay. From when to when?
A. Approximately age 18 to age 19.
Q. Okay. I found some records that said from 1991 to 1994, does that sound right?
A. No.
Q. Were you still volunteering with James Island when you were working at Kiawah?

A. No.
Q. Okay. So did you volunteer at James Island prior to working at Kiawah?
A. Yes. I volunteered with James Island, which led to my employment in Mt. Pleasant Fire Department and I continued to volunteer with James Island for a short period of time while I worked at Mt. Pleasant.
Q. Okay. All right. All right. Tell me about working at Mt. Pleasant.
A. Can you be more specific?
Q. How long did you work there?
A. Approximately a year and a half.
Q. Okay. And why did you leave?
A. I don't recall.
Q. Did you have a sexual relationship with a co-worker while you were there?
A. Yes.
Q. Who was that?
A. Michael Doyon.
Q. Can you spell the last name?
A. D-O-Y-O-N.
Q. And did that have anything to do with your leaving?
A. I believe so.

Q. Was he your supervisor?
A. Yes, ma'am. He wasn't my immediate supervisor. He was in my chain of command.
Q. Was he married?
A. Yes.
Q. Do you remember whether you left voluntarily or were terminated?
A. I believe I was terminated, but I -- I don't remember if it was volunteer or termination.
Q. All right. Where did you work before you volunteered at James Island or did you work -- let me rephrase that. Did you work anywhere while you were volunteering at James Island?
A. Yes.
Q. Where?
A. The Pantry.
Q. Okay. And what did you do for the Pantry?
A. I was a cashier.
Q. And why did you leave there?
A. I don't recall why I left.
Q. Okay. And do you remember when you worked there?
A. Vaguely.
Q. When was that?
A. Approximately 18 to 19 years of age.

Q. Okay. Okay. And where did you work before that?
A. The Piggly Wiggly.
Q. Okay. And when did you work at Piggly Wiggly?
A. I don't recall.
Q. Okay. What did you do at Piggly Wiggly?
A. Was a cashier.
Q. You just remember that it was before the Pantry?
A. Yes, ma'am.
Q. Okay. Do you remember how old you were?
A. No, ma'am.
Q. Okay. Do you actually remember working there or did somebody tell you that you worked there?
A. I remember working there.
Q. Okay. All right. Did you ever work for the Charleston Police Department training cadets?
A. I volunteered with them.
Q. Okay. And when was that?
A. 1996, 1997.
Q. Okay. And why did you stop doing that?
A. Because I went to volunteer with the Goose Creek Police Explorers.
Q. Okay. And how long did you volunteer with the Goose Creek Explorers?
A. Until after that year's SCALE competition.

Goose Creek was hosting the South Carolina Law Enforcement Explorers' yearly competition and I was the competition coordinator.
Q. Okay. And that was a volunteer position?
A. Yes, ma'am. I did that while I worked at the Department of Corrections.
Q. Okay. And so once the competition was over, you left or you stayed and volunteered more?
A. I was tired by the time the competition was over with, so I stayed with them, but I slowly just stopped doing stuff, because it got to be very tiring working full time and trying to do that full time.
Q. Okay. All right. Have you ever been treated for any drug or alcohol issues?
A. No, ma'am.
Q. All right. Other than the treatment that you received after 2007 relating to your memories of this case, have you ever received any treatment for mental illness or mental health?
A. Can you rephrase that?
Q. Sure. It's my understanding that you've received counseling and some medication with regard to the memories of the incident that we're here about today.

A. Yes, ma'am.
Q. Other than that, have you ever received any treatment for any mental illness or mental health reasons?
A. I went to see a counselor about an -- an EAP counselor about a stabbing that occurred at Lieber and it was where an inmate was killed and I was depressed at the time. Other than that, I don't recall any.
Q. Okay. Also, just because I know this is gonna be a long day and there's a lot of questions and a lot of different topics, if at any time you remember something or think of something that changes or corrects an answer that we've talked about previously, feel free to stop me and say, I need to go back to when you asked me about this. I also remember whatever, okay. Or no, it wasn't six months it was eight months, okay?
A. (Indicating.) It is extremely warm in here. Is that normal?
Q. Is it warm in here?
(Off-the-Record conversation.)
BY MS. JACKSON:
Q. Do you have any siblings?
A. Yes, ma'am.

Q. How many?
A. Can you be more specific?
Q. How many siblings?
A. Half siblings?
Q. All of them.
A. I have one brother.
Q. What is his name?
A. Michae[redacted]
Q. And where does he live?
A. St. George.
Q. Okay.
A. I have a half brother, Timothy[redacted]
Q. Where does he live?
A. St. George. And I have a half sister, Julie [redacted]
Q. Julie or Julia?
A. Julie.
Q. Okay. Where does she live?
A. Pennsylvania.
Q. Okay. Any others?
A. No, ma'am.
Q. All right. Why did you stop volunteering at James Island?
A. Lack of time.
Q. Okay.

A. I was working full time at Mt. Pleasant Fire Department, which was consuming a great deal of time --
Q. Okay.
A. -- because of the shift work.
Q. All right. Did you ever have any issues with any other members of the James Island Fire Department?
A. Not that I recall.
Q. All right. In order to prepare for your deposition today I'm gonna ask you some questions and I want to preface the questions with I do not want to know anything that you and your attorney or any attorney at Mr. Edwards' office discussed, okay? So if you spoke with an attorney to prepare for your deposition, I don't want to know about that. I'm just gonna ask you some other questions and if any of these relate to a discussion with an attorney, then just say, I met with an attorney, okay? But don't tell me anything that was said with your attorney. That's protected. You understand?
A. Yes, ma'am.
Q. Okay. Did you watch any videos about how to give a deposition?

A. No, ma'am.
Q. Did you receive any pamphlets or papers about how to testify in a deposition?
MR. EDWARDS: Other than anything from me.
A. No.
Q. Did you go on the internet and look up anything about how to testify at a deposition?
A. Yes.
Q. What -- where did you go?
A. I don't recall.
Q. Okay. What information did you find?
A. It didn't really make a lot of sense to me, the stuff that I was reading. So, I mean, I can't really explain to you what I found because I didn't understand it.
Q. Okay. Did you review any documents?
A. Can you be more specific?
Q. Well, you can see from the binder he's got there's been a lot of documents exchanged amongst the parties. Did you review any kind of documents whether they be employment records or police reports or records from Heidi Zinzow?
A. No, I reviewed -- went over my interrogatories --

Q. Okay.
A. -- briefly and I didn't even go over them very well.
Q. Okay. Did you talk to anyone besides your attorney's office about getting ready for this deposition?
A. My mom.
Q. Okay. And what did you talk to your mom about?
A. Just told her that I was nervous, anxiety.
Q. Anyone else?
A. My sister-in-law.
Q. And what's her name?
A. Tammy.
Q. Is she married to Timothy or Michael?
A. Michael and that was a while ago, maybe a month ago.
Q. Okay. Do you have a best friend?
A. No. My dog.
Q. Dog will keep your secrets.
A. I don't have any secrets.
Q. Did your mom know that we were trying to take her deposition, as well?
A. Yes. My mom is vacationing in Pennsylvania.
Q. Do you know when she's expected back?
A. Sometime this month or October at the latest.

My grandmother's getting older in age and having health issues, so my mom is trying to spend a little bit of time between there and her brothers' and sisters' house visiting.

Q. Does your mother work?

A. No, she's retired.

Q. Okay. Does your brother Michael work?

A. Yes.

Q. Where does he work?

A. Construct South Construction.

Q. What about Timothy?

A. Construct South Construction.

Q. And Julie?

A. I don't know.

Q. Oh, she's in Pennsylvania. What about Tammy?

A. Construct South Construction.

Q. Did you talk with any of your counselors or therapists about your deposition?

A. Yes.

Q. Who?

A. All of them.

Q. Okay. Well, who are you seeing now?

A. I'm seeing -- I'm having a moment.

Q. That's okay. What is the name of the facility?

A. It's a counselor that I see at my attorney's

office and I'm also seeing a therapist through my doctor's office.

Q. Okay. And which doctor?

A. Dr. Clark's office.

Q. There's a therapist at Dr. Clark's office?

A. Yes, ma'am.

Q. And you don't remember -- is it a man or a woman?

A. Woman.

Q. And you say there's a therapist at your attorney's office?

A. Yes. And I texted her last night for a little while. Just not remembering names today.

Q. Is she just in the same building?

A. No, she's out of Columbia.

Q. Okay. Tammy Bolton?

A. Yes, Tonya.

Q. Tonya, okay.

A. I'm sorry.

Q. That's okay. And that's one of those things if you remember the name later, just stop me and take me back and we'll get it down, okay? And if I have -- when I ask you these questions, if I have information, I'll try to prompt you if I can figure out what you're talking about. And

what did y'all talk to the -- what did you talk to the therapists about?

A. Can you be more specific?

Q. Well, did you talk to them just about your nervousness or did you talk to them about the subject matter of the deposition? Did you talk to them about how to go about answering questions?

A. Just the nervousness and how to cope with the nervousness and anxiety.

Q. Okay.

A. We don't discuss how to answer questions and things like that. That's not our topic of treatment.

Q. Okay. All right. In going through the records, I found several different areas and so I'm gonna try to go through each one separately and if they start to kind of come together or overlap, then so be it, but I tried to split them up so we could go down a timeline.

A. If you find a good place where we could take a few minute break, I would appreciate that.

Q. We can take a break right now. Just so we're clear, while you're taking a --

A. To use the restroom.

Q. No, I don't need to know why you're taking a break, but during any break you're welcome to talk with anyone about the weather or what you want to eat for lunch, but not able to talk to anybody about your testimony.

A. I have no desire to talk to anybody but my attorney.

(Whereupon, there was a short break in the proceedings.)

BY MS. JACKSON:

Q. All right. In some of the records I found that there was an assertion by you that you were abused as a baby by a female babysitter.

A. Yes, ma'am.

Q. Okay. Can you give me some more information about that? Do you know what age you were or who the babysitter was?

A. Can you be specific with each individual question what you want to know?

Q. Just tell me what you remember about the abuse from the babysitter.

A. Can you rephrase that?

Q. How old were you when you were abused by your babysitter?

A. Approximately four or six.

Q. And what kind of abuse was it?
A. Sexual abuse.
Q. And what was the nature of the sexual abuse?
A. She made me perform oral sex on her.
Q. All right. And at what point did this become public?
A. Can you be specific as to what you mean by public?
Q. When was the first time you told anyone about the abuse?
A. The babysitter went and told my mom. My mom immediately fired the babysitter. And I remember my mom hugging me and crying. So my mom has always known about the female babysitter.
Q. Do you know whether that ever turned into criminal charges?
A. I don't believe so.
Q. Okay. All right. There was also a reference to abuse by a cousin during childhood that you told your grandmother about.
A. I'm unclear about that issue.
Q. What do you mean, you're unclear about whether you told your grandmother that?
A. No. My cousins were very mean. I don't recall

there being any sexual abuse.
Q. All right. This was in a record at the MUSC Institute of Psychiatry that your grandmother's negative reaction to disclosure about a cousin molesting you has caused her -- has caused you not to trust your family.
A. That was about the babysitter.
Q. Okay. The babysitter is referred to in a different time and it says, "History of exposure includes abuse by female babysitter from infancy until nine."
A. I'm sorry, please repeat that.
Q. "History of exposure includes she was abused by a female babysitter from infancy until she was nine."
A. That is incorrect.
Q. Okay. Okay. And so are you telling me now that you were never molested by a cousin?
A. No, ma'am.
Q. That was a bad question because that called for a negative. Were you ever molested by a cousin?
A. No, ma'am.
Q. Were you ever physically abused by a cousin?
A. There's many different levels of physical abuse. Being made to eat soap, being hit, yes.

Q. Okay. Was there ever a time in your life that you did not recall the sexual abuse by the babysitter?
A. Yes.
Q. When?
A. Approximately, and this is just a guesstimation, approximately after it happened until I was working at Trident Security Services.
Q. Was there an event that caused you to recall it?
A. All I recall is slowly recalling it and calling my mom and she helped me through it.
Q. And you worked for Trident Security in 1996?
A. Approximately.
Q. Okay. So to your knowledge there was no event that triggered the memories?
A. No, ma'am.
Q. Okay. And this abuse happened over a period of approximately two years from ages four to six?
A. According to my mother.
Q. Okay.
A. Time wise, the actual sexual abuse from the babysitter occurred three to six months. You asked me for a time and I said it was approximately. I was approximately four to six. I don't recall exactly what age I was.

Q. Okay. And is the memory of your mother hugging you and crying something that you remembered in 1996 --
A. Yes, ma'am.
Q. -- or is that something your mother had to tell you?
A. No, ma'am, I remember her doing that.
Q. Okay. And until -- and I'm using 1996, because that's the time period for Trident Security based on the timeline you gave me earlier. That you worked there for six months before you started at Department of Corrections, which would put it at either the end of 1995 or beginning of 1996.
A. Yes, ma'am.
Q. Are you saying that you had no recollection of that abuse before that time period 1995/1996?
A. My childhood is a blank to me and I don't remember a lot from the age of birth until about ten.
Q. Why not?
A. I don't know. You tell me why I don't remember. I don't know.
Q. When did you realize that you couldn't remember your life between birth and age ten?

A. I don't know. It's just the way that it's always been for me as long as -- as far back as I can remember.
Q. So as far back as you can remember would be age 11?
A. Then I start to pick up the memory of my life and things that you do as a kid. You just remember riding a bicycle.
Q. Okay. And in your mind these things were from age 11 on, you don't have memories of ten back?
A. Very, very few. There are a few memories of the sexual abuse from a female babysitter that I remember and just a very few other things.
Q. Okay. The very few other things that you remember, were they traumatic experiences?
A. A few things.
Q. Like what?
A. When my dad would hit my mom and there's only a few times that I remember that. And when he broke a fish tank. Other than that, it's happy stuff, playing with my cousin, my favorite cousin. Just a few things, just a few memories.
Q. You remember school?
A. No, ma'am.
Q. You know who any of your teachers were?

A. No, ma'am.
Q. What was your Dad's name?
A. Jim.
Q. Where does he live now?
A. Pennsylvania.
Q. Where in Pennsylvania?
A. Springboro.
Q. Do you know his address?
A. No, ma'am. I haven't seen him in a number of years, couple of years, and I rarely see him.
Q. When you started remembering this abuse in 1995/1996, do you remember whether you ever got any counseling for that?
A. No, I turned to my mom.
Q. Okay. You turned to your mom when you remembered it in '95/'96?
A. (Indicating.) Yes.
Q. Okay. Do you know whether you received any counseling back when you were a small child right after the abuse happened?
A. I don't remember. I don't know.
Q. And in developing your memories and talking to your mom, did your mom ever say that you got counseling when you were four to six?
A. No, ma'am.

Q. Tell me what affect it had on you when you started having memories of the abuse from the babysitter?
A. I remember talking to my mom a lot during that time period. I lived by myself and we spent a lot of time together.
Q. Okay. Did you become depressed?
A. Yes.
Q. Did you have nightmares?
A. Not that I recall.
Q. Flash backs?
A. Yes.
Q. Anxiety?
A. I can't say that I had anxiety then, because I've only defined what anxiety is since having PTSD in 2007, so I can't say that I had anxiety then.
Q. Okay. Self-esteem issues?
A. Not in my opinion, no.
Q. Was there ever an issue or a time when you told your grandmother about any kind of sexual abuse and her reaction was not what you had expected?
A. I remember telling my grandmother about my cousins and how mean they were and she just brushed it off, so I'm thinking what you're

talking about is what I'm talking about right now. I don't recall ever telling my grandmother about being sexually abused, because I didn't even like my grandmother that much. I didn't trust her. I mean, I still don't like her.
Q. Okay. All right. When did your parents divorce?
A. Parents? My mom and my dad, my mom and my step dad? Be more specific.
Q. Your mom and your dad.
A. When I was young. Young. Before the abuse happened with the babysitter.
Q. Okay. Have you ever sought out this babysitter?
A. I've thought about finding her and trying to put her in jail, but finding her would be equivalent to finding a needle in a hay stack. She's a white female. Her name is Linda and she lives in Pennsylvania. I don't think I would have very much luck finding her.
Q. Okay. All right. And again, in reviewing the records I found several other experiences that I would -- that I have listed as traumatic. If you don't consider them traumatic when we go through them, just tell me and we'll move on.
A. Okay.

Q. I have a witnessing a traffic fatality at age 18. Did you consider that to be a traumatic experience?
A. No. Because I worked for the fire department, I expected that. I believe I was upset by it, naturally.
Q. Okay. What about a decapitated body at a crime scene, age 20?
A. That was normal. That's like going to a fatality and going back to the fire station and eating spaghetti, it was just -- it was my job.
Q. All right. What about a stabbing at the jail when you were 26?
A. I was upset about it, but again, that's part of my job. Inmates kill inmates.
Q. Is that the incident when you went for counseling?
A. Yes, ma'am.
Q. Why did you need to go for counseling for the stabbing of an inmate and not for a decapitated body?
A. Because they made me go. It's an EAP, they made everybody involved go. Department procedure.
Q. What about cleaning -- required to cleanup after a stabbing at age 29?

A. That's normal in prison. I've cleaned up like many a day in prison.
Q. Sexual harassment by your employer while you were at Kiawah?
A. That was disturbing.
Q. There was an incident report regarding an inmate masturbating in front of you on May 16th of 2009.
A. I have a very, very difficult time with that.
Q. And what did you do when that happened?
A. I don't recall. It's happened quite -- happens quite often at the jail.
Q. What is your regular response when it happens?
A. I get stressed and I call my supervisor and demand that they deal with the individual because I refuse to. Typically my anxiety level goes up and I'm not thinking clearly when it happens.
Q. And I'm not trying to be obtuse, but I need to hear it from your own mouth. Why?
A. Why?
Q. Why does your anxiety level go up and make you stressed and you refuse to deal with those types of inmates?
A. I didn't have a problem with inmates doing that

prior to 2007. When the memories of Charlie Smith doing what he did to me began to surface and I was being treated for post traumatic stress disorder, I'm just not able to deal with that type of behavior now.
Q. Okay. Are you alleging that Mr. Smith masturbated in front of you?
A. I'm alleging and telling you that Mr. Smith made me perform oral sex on him.
Q. Okay. But my question was, are you alleging or telling me that Mr. Smith ever masturbated in front of you?
A. He ejaculated in my mouth, so is that considered -- I'm not -- maybe I don't understand your question as far as what you -- define your definition of masturbation to me and then I can better answer your question.
Q. Okay. Well, tell me what it is when an inmate masturbates in front of you, what is he doing?
A. He's not touching me.
Q. Okay. Is he touching himself?
A. Yes.
Q. Okay. Did Mr. Smith ever touch himself in a manner consistent with masturbation without touching you, but in front of you?

A. No.
Q. Okay.
A. When he did what he did, he touched me.
Q. Has there ever been a time that you have blocked out any of the events we just talked about, the traffic fatality, the decapitated body, the stabbing, sexual harassment or any of the incidents of inmates masturbating in front of you?
A. No.
Q. Did you block those from your mind?
A. No.
Q. When you were -- when you left Mt. Pleasant, did you ever file a complaint with regard to your departure?
A. I don't recall.
Q. Did you ever file any complaints with the Department of Corrections when you were terminated from there?
A. Yes.
Q. And it's my understanding that you had several physical altercations with your stepfather where the police were involved.
A. Physical altercations are typically between two people and assaults are not, so I would be more

inclined to describe that as him assaulting me, because it wasn't a two-party thing.

Q. Okay. And I found three police reports relating to physical violence between you and your stepfather. Either he called the police or you called the police. And I'm not making any assertions as to what actually happened, the police reports can speak for themselves. Are you aware of three incidents where the police had to be called or where the police were called?

A. I know that the police were called. How many times, I don't know.

Q. Okay. Did you ever assert that you were harassed by anyone at the Mt. Pleasant Fire Department?

A. Not that I recall.

Q. Okay. All right. So you've got an accusation of abuse by a female babysitter, sexual abuse; is that correct?

A. It's not an accusation, it's what happened. I mean, I don't -- you got to understand that my highest level of education is eighth grade having completed, so sometimes whenever you use words I don't understand, I need a dictionary.

So define accusation. I know what happened. What's --

Q. All right. [redacted] you've been through the Criminal Justice Academy, correct?

A. Yes, ma'am.

Q. And you understand what an accusation is, don't you?

A. For detention, yes.

Q. In criminal context, an accusation is when one person says that somebody else did something, but they haven't proved it in a court of law.

A. Okay.

Q. That's gonna be our definition for accusation.

A. Yes, ma'am.

Q. You have accused a female babysitter of sexually abusing you, correct?

A. Yes, ma'am.

Q. And you have accused or asserted that you were physically abused by a cousin or more than one cousin?

A. Yes, ma'am.

Q. And you have accused Mr. Smith of sexual abuse that has not been proven in a court of law, correct?

A. But he did it, yes.

Q. And you have accused your stepfather of assaulting you on more than one occasion?

A. Yes.

Q. Was he ever convicted of any of those?

A. He does have a simple assault where he hit my cousin. Spent a couple days in jail, I believe.

Q. What about with regard to you?

A. No. When the police were called, I believe I was age 15, 16, 17, maybe 18 and they were several -- 25 years ago. I'm just guesstimating.

Q. How old were you in October of 1994, 21?

A. I don't know. I don't know.

Q. You were born in '73, correct?

A. Okay. Yes, ma'am.

Q. And what month?

A. May.

Q. May? So in October of '94 you'd be 21.

A. Yes, ma'am. I'm not aware of it, but if it happened -- yes, there were occasions where the police were called.

Q. Do you know if he was ever convicted of assaulting you?

A. No, ma'am.

Q. Okay. And you accused Tommy Vickers of sexual

harassment, correct?

A. Yes, ma'am. It was proven within the company, but...

Q. But not convicted?

A. No.

Q. And you have made accusations about your treatment at South Carolina Department of Corrections, but nobody was ever arrested or charged or disciplined, correct?

A. I don't know about disciplined, but not criminally charged.

Q. Okay. Who was disciplined?

A. People are disciplined behind closed doors and subordinates don't know about it, ma'am. I can't tell you.

Q. So you're not aware of any?

A. No. And I wouldn't be. Wouldn't be normal for me to be aware of such actions.

Q. And you filed a complaint against Deputy Avila from the Charleston County Sheriff's Office with regard to her investigation of your claims against Mr. Smith?

A. Yes, I did, which went unanswered.

Q. And you also filed a complaint against another person at the Charleston County Sheriff's Office

when you wrote to the sheriff himself, correct? Somebody higher up. Major -- drawing a blank. Do you remember filing two complaints with the sheriff's office?

A. Unless -- if you know who you're referring to -- I don't know what you're referring to.

Q. All right. I'll pull that at the break.

A. Thank you.

Q. And did you file a formal complaint with the department -- with the Charleston County Detention Center for putting information about your status in their computer?

A. Yes.

Q. All right. You began taking antidepressants about a year and a half before you ever recalled this incident; isn't that correct? I show you started taking them from Franklin C. Fetter Health Clinic in February of '06.

A. Yes, I did. Yes.

Q. Okay. And the memories came forth sometime around August of '07? And I say August of '07, that is when I have the intake to The National Crime Victims.

A. No, ma'am, that's not correct.

Q. Okay. When did you first have your memories?

A. Approximately January of 2007.

Q. Okay.

A. And I say approximately, it could have been into February, maybe March.

Q. All right. I'm ready to move into a new topic. Do you need another break?

A. No, let's go.

(Off-the-Record conversation.)

BY MS. JACKSON:

Q. All right. Okay. I want to talk some about your education.

A. Yes, ma'am.

Q. Where did you go to school before you moved to James Island?

A. I went to Central Cambria High School in Ebensburg, Pennsylvania.

Q. Do you know how long you went there?

A. I don't recall.

Q. Was it a typical high school like 9 through 12 or did it include a junior high, do you remember?

A. I don't recall.

Q. Okay. And what was the last grade that you completed before you moved to James Island?

A. Eighth grade.

Q. Had you gone through 9th grade --

A. Yes.

Q. -- and not completed?

A. Yes. I did not complete ninth grade.

Q. Okay.

MR. EDWARDS: You talking about the one in Pennsylvania?

MS. JACKSON: In Pennsylvania.

A. I don't recall if I was in eighth grade or if I was in ninth grade, I don't recall.

Q. Okay. I'm gonna show you this (indicating), it may or may not help you.

(Whereupon, Defendant's Exhibit 2 was marked for identification.)

A. I have looked at this in the past and I don't know what grade that -- I mean, it says ninth grade. I don't know if I completed an entire year there or if it was a part of a year. I don't remember.

Q. Okay.

A. That would be something that you may have to ask my mother. I don't know.

Q. Okay. Does it say 36 weeks at each subject on page two under, it says, "No. Weeks"?

MR. EDWARDS: Where are you

looking? I'm sorry.

MS. JACKSON: Page two, the first column.

A. It does say 36 weeks.

Q. Okay.

A. But it also has a first and a second. Was that a first and second quarter? Was it half of the year, second half of year? Whenever I looked at it, that was my understanding. I couldn't determine what it was. I don't know how long I was there, so that is my interpretation of this document. For you to get more clarification, you might need to ask my mother, I don't know, or call the school.

Q. Okay. And it appears that you received 2.6 credits. I'm looking down where it says total credits.

A. Total credits, but I don't know how the credits were done in Pennsylvania.

Q. Okay. But you agree that says 2.6?

A. Yes, ma'am.

Q. Okay. All right. If you'll look at page one, it appears that there's some fill-in-the-blanks here and then it says grade point average and then right below that it looks like somebody has

kind of put a computer printout there. Do you know who made that handwritten change --

A. No, ma'am.

Q. -- to the '88/'89?

A. No, ma'am.

Q. And do you know who made the handwritten change over here where it appears to now say '87, '88 grades from Central Cambria?

A. No, ma'am, I do not.

Q. Did you make those changes?

A. No, ma'am, I did not.

Q. Okay. Did you obtain this document?

A. I think I did. I think I gave my attorney something and it may have been this document and if I recall correctly, that change was already done. And I remember saying something to my mom about look at this.

Q. Okay.

A. So -- but I did not change it.

Q. Okay. And so it appears to have grades for grade nine, year '88/'89 and then next to that says, "'87/'88 grades from Central Cambria High School" and then the next block down says, "Grade nine, year '89/'90."

A. Yes, ma'am.

Q. Okay.

A. When I went to James Island High School and I had Charlie Smith as my world geography teacher my first year, I don't remember from after my suicide attempt at the high school until I start picking up memories of when I went to Turner Job Core. According to this document it says that I went to school at James Island High School the second year, but I do not remember any of that.

I do remember going to night school a few times and then I remember going to Turner Job Corps. And I'm telling you this so whenever you go to start asking questions, I mean, I don't want you to get frustrated, because I don't remember that second year. And at first whenever I looked at this, I thought it was a mistake, but it says that I went, so obviously I went.

Q. Okay. So you entered James Island --

A. Yes, ma'am.

Q. -- the first time when you first moved here and you started at James Island, you were in what grade?

A. Ninth grade.

Q. Okay. So does it appear, at least from the

record since you don't have a memory of it, that you attended the ninth grade in '89/'90 and also in '89 -- I'm sorry, in '88/'89 and also in '89/'90?

A. According to these records I did attend at that time.

Q. Okay. And to make sure that I understand, you don't recall whether the grades that we have on this paper from Cambria High School are for the eighth grade or the ninth grade?

A. I don't recall.

Q. Okay.

A. But if you look -- it would have to be the ninth grade because it appears, according to the Central Cambria records, that they're only ninth, tenth, eleventh and twelfth, so it would have to be ninth grade at Central Cambria.

Q. Okay.

A. I went to Conneaut Valley High School before Central Cambria and Conneaut Valley High School was grade six to twelve and in Pennsylvania there are some schools that are six to twelve and some schools that are nine to twelve, so...

Q. Right. I grew up up north and my school was seven to twelve. That's why I had asked you if

it was a nine to twelve school or if it included junior high.

A. And I didn't know. And once I looked at this, Central Cambria is nine to twelve school.

Q. And before that you went to Conneaut?

A. Conneaut Valley High School.

Q. And that was grades sixth through twelve.

A. Yes, ma'am.

Q. And you don't remember what grades you attended at Conneaut?

A. Most likely, according to this document, probably eighth grade.

Q. Okay. Would you know whether you completed sixth or seventh grade there?

A. Oh, yeah. That's the school that I had went to in growing up, Conneaut Valley High School and Conneaut Valley Elementary School.

Q. Okay. So sixth -- all right. So sixth, seventh, eighth at Conneaut Valley. Why did you move to Central Cambria?

A. I moved with -- I lived with my mom and then we went and lived with my dad for approximately two years and then my mom -- we went to live back with my mom and my mom moved to Johnstown. Her job was in Johnstown, which is right outside of

Ebensburg. So I moved schools because of my mother.
Q. Okay. So when you went back to live with your mother was when you moved to Central Cambria?
A. Yes, ma'am.
Q. Okay. And so then you were there for one year, according to the records, before you moved to James Island, South Carolina?
A. I'm not sure if it is a year or if it is a half a year. According to this paperwork you have one and two. I don't know if that's half a year or if it's quarters. I don't know. I don't.
Q. All right.
A. I can't tell you how long I was there. I don't know.
Q. Okay. But according to the records you were there for one grade, if Cambria is a nine through twelve school?
A. If that is what you're telling me, yes.
Q. Okay. All right. Why did you move from Pennsylvania to James Island?
A. My mom married my stepfather and they relocated to Charleston. They had honeymooned down here. They either vacationed together or honeymooned. I believe they honeymooned and decided that this

is where they wanted to relocate to.
Q. So he wasn't from here?
A. They're both from Pennsylvania.
Q. Okay.
A. They met in Johnstown, which is where my mom was at.
Q. Okay. Okay. Do you recall the school year '88/'89 up through the suicide attempt?
A. I remember parts of it.
Q. Okay. What do you remember about starting school at James Island?
A. Be more specific. I mean...
Q. Did you like it, did you not like it, did you have friends?
A. I liked the beach. I liked living in Charleston.
Q. Okay.
A. I'm not from anywhere that has a beach like that, so that was new. I've never been to the ocean, so I was excited to be here.
Q. All right. Did you have some friends that you made that year?
A. No.
Q. You didn't have any friends?
A. No. We went to the beach as a family and just

kind of hung out as a family.
Q. What about at school, did you make friends at school?
A. None that I recall. I can't recall any friend's names.
Q. Okay. I saw it checked off on a list that you were -- played volleyball. Do you recall playing volleyball?
A. I don't recall playing volleyball. I think I wanted to play volleyball, but I don't recall actually playing volleyball, other than in gym class.
Q. Okay. Softball is a spring sport, correct, at the high school level?
A. Yes. Early spring, I believe.
Q. Was there a fall league at James Island that you recall?
A. No, ma'am, I don't believe there was.
Q. Okay. And was it a school league that -- did James Island have a school team?
A. James Island softball team. James Island High School softball team.
Q. Do you remember when softball conditioning started?
A. Was there a conditioning or is it just when

softball started?
Q. Well --
A. I mean, now-a-days you have all these fancy ways they do this. You know, they condition, they have -- they have summertime ballpark and this was back in '89. We had softball practice.
Q. Correct. Right. The reason that I ask is because I played a spring sport and for those people who didn't play a winter sport, they would start having -- the senior girls would get the younger girls together and they would run.
A. Okay. We didn't have any of that.
Q. Lift weights?
A. I'm sorry. I just showed up and we were doing softball.
Q. Okay. So when the coach says this is our first practice, that was when everybody showed up the first time for practice?
A. Yeah. It was, you know, practice starts on this day, you show up.
Q. Okay. And when was that approximately, what month did softball start?
A. Approximately middle of January, approximately.
Q. Was that still during the winter sport season?
A. I don't recall.

Q. Did you play any winter sport?
A. The only sport I played at James Island was softball --
Q. All right.
A. -- that I recall.
Q. Okay.
A. Can we take a few minutes break?
Q. Yes.
(Whereupon, there was a short break in the proceedings.)
BY MS. JACKSON:
Q. All right. So we were talking about the softball team. Had you started practices as of the time you had your suicide attempt?
A. Yes.
Q. Okay. Do you know how many practices you had had?
A. I don't recall.
Q. Did you play on the softball team after your suicide attempt?
A. I don't believe I did. I don't recall.
Q. Do you recall ever losing your eligibility to play because of your grades?
A. Yes.
Q. When did that happen?

A. I never played an actual game where I wore a uniform and at what point I stopped practicing, I don't recall even going back to school after the suicide attempt.
Q. Okay. And since you don't have any recollection after the suicide attempt, would it be fair to say that you had been notified that you were ineligible to play because of grades prior to that?
A. I don't know if we were still in the practice part and not the game part, I don't recall. But I know that I never put a uniform on and I don't believe I ever watched a game where they were all in uniforms.
Q. Okay.
A. I did have a picture that was taken where they were in uniforms, but I don't believe I ever watched a game.
MS. JACKSON: Okay. All right. Let's mark this.
(Whereupon, Defendant's Exhibit 3 was marked for identification.)
Q. And if you would, it's about three pages long, go ahead and look through that real quick and let me know when you have looked through it.

A. Okay.
Q. Do you see in there where it says --
A. I wrote this when I was being treated for post traumatic stress disorder and suicide.
Q. Okay.
A. So...
Q. Well, is this statement true?
A. Yes. But there's one little sentence in here or two that was what I was feeling now and not then.
Q. Okay. And what is that?
A. It's on page three.
Q. Okay. Where?
A. "When I attempted suicide at the school I remember thinking that I wanted him to pay for what he did to me. I was too embarrassed to tell anyone." That wasn't what I was thinking at the time. What I was thinking was I wanted to die. What I was thinking in 2007 when all this was happening with the PTSD and the memories coming back was that I wanted Charlie Smith to pay for what he had done to me when I was a minor child in school.
Q. Okay. So the sentence before, what you just read actually says, "I remember wanting to die

after that happened," that's accurate?
A. Yes.
Q. Okay. What about the sentence after pay for what he did to me where it says, "I was too embarrassed to tell anyone," is that true?
A. That's what I was feeling today.
Q. Okay. Well, were you feeling that when you attempted suicide?
A. Too embarrassed to tell anyone whenever I attempted suicide?
Q. Yes.
A. No. I just wanted to die. As far as being too embarrassed to tell anyone, that is what I feel. I had a hard time in therapy because I was embarrassed for what happened and I had to understand that it wasn't my fault.
Q. Okay. Well, let's go to page two, about half-way down, you see where it says, "January 1989"? Might be on page three.
A. I'm on page two. You told me page two.
Q. Oh, it is page two. Okay. I'm sorry. January 1989, down four lines where it starts with, there and then it says, "Always cloudy."
MR. EDWARDS: That's three lines.
Q. Sorry. "During the sexual abuse my grades began

to drop. I became ineligible to play softball, but still went to all the practices and games."
A. I didn't go to any games.
Q. Why did you put that in the statement then?
A. That was a -- when I was writing -- you understand this statement is very lengthy and I did not mean to put games on there, because I didn't go to any of the games. I don't recall going to any of the games.
Q. Okay. So that's not accurate?
A. No, ma'am.
Q. Okay. All right. What about the sentence, "During the sexual abuse my grades began to drop," is that accurate?
A. The sexual abuse was from nearly the beginning of school year until this time, so that would be accurate. My -- if I recall correctly, my grades started out good the first couple of weeks and it may have even been the first month.
Q. The first quarter I show that you had a 60 in English, 63 in Spanish, an 80 in geography, an 80 in driver's ed. and a 75 in science. Second semester your grade in English went up by five points. Your grade in Spanish went down by three, geography down by ten. Driver's ed.

remained the same and science went up by three points. Third semester was when you would have attempted suicide, correct?
A. I don't know what the third semester is for South Carolina. Is that the third semester in February?
Q. You know, I'm gonna leave that to the attorneys for the school district, because I'm not sure either.
A. I don't know.
Q. But I -- my presumption is, just for the purposes of the deposition, okay, if it turns out that I'm incorrect, then we'll correct it, my presumption is that at the Christmas break that ends second semester and the third semester starts after Christmas break. If that is the case, then would your suicide attempt have taken place during the third semester?
A. I believe so.
Q. Okay. And those were actually your lowest grades of the year, correct, 50 in English, a 50 in Spanish, 68 in world geography and 64 in science?
A. According to the paperwork, yes.
Q. Okay. And according to this paperwork, you did

not pass ninth grade in '88/'89 school year?
A. That is correct, according to the paper.
Q. Okay. Based on the records that we have from the school that show that you attended in '89/'90, and I'm only going based on Exhibit 2, have you ever been told by anyone that you played on the softball team during the '89/'90 school year?
A. No, ma'am.
Q. Okay.
A. I don't recall that year at all.
Q. Okay. But has anybody ever told you, like your mother or another member of the softball team, ever told you that you played softball that following year?
A. No, ma'am.
Q. All right. The letter of withdrawal from the school is August 21st of 1990. Do you have any reason to doubt that date?
MR. EDWARDS: I'm sorry, what?
Q. The date on the withdrawal letter from school when your mother signed you out.
A. Do you have a copy of that letter?
MS. JACKSON: Brian, do you have a copy of that, mine's upstairs?

MR. QUISENBERRY: What, I'm sorry?
MS. JACKSON: Letter of withdrawal from school?
MR. QUISENBERRY: I can check. Hold on.
A. I'm sorry, what did you say the date was again?
Q. August 21st, 1990. It would have been the beginning of the 1990/1991 school year.
MR. QUISENBERRY: Don't see it in here. I know what you're talking about, but I don't see it in here.
BY MS. JACKSON:
Q. All right. I'll come back to that after the break and I'll go pull it. Where did you go to night school?
A. James Island High School.
Q. Do you remember going?
A. Yes.
Q. Okay. Why were you more comfortable going to James Island Night School than regular school?
A. I wasn't. I stopped going. I refused to go.
Q. And do you remember that?
A. No. I remember not going and telling my mom that I didn't want to go.
Q. Okay. Why did you tell your mom you didn't want

to go?
A. I don't recall. I just remember telling her that I didn't want to go and we had heard about the Job Corps program.
Q. Were there any qualifications that you had to meet in order to attend night school?
A. I don't recall. I don't know.
Q. But you did go a couple of times and then stopped going?
A. Yes, ma'am.
Q. Okay.
A. For how long, I don't recall how long I went.
Q. Okay. Do you recall whether you finished any classes in order to get a grade?
A. I don't recall.
Q. Okay. When did you join Job Corps?
A. Right after I quit night school.
Q. All right.
MR. QUISENBERRY: I think this might be what you're looking for. Withdrawal form?
BY MS. JACKSON:
Q. Yes. Okay. Let's go back to that and let's mark this and I'll give this back to him. That's Exhibit 4 to your deposition.

(Whereupon, Defendant's Exhibit 4 was marked for identification.)
Q. It appears to be a parental form giving you permission to withdraw from school; is that correct?
A. Yes, ma'am.
Q. And what is the date of the signature line?
A. 8/21/90.
Q. Okay. And whose signature is that?
A. It's my signature. It appears to be my signature. I don't recall what my signature was in 1990.
Q. Okay. Do you have any reason to believe that that's not your signature or that somebody forged your name?
A. I think that's mine.
Q. Okay.
A. Based on the printing up at the top, I print stuff, so that appears to be mine.
Q. Okay. All right. How long were you in Job Corps?
A. Approximately a couple of months.
Q. What happened?
A. I obtained my high school equivalency certificate and I came home.

Q. And is that why your GED is from Georgia?
A. Yes, ma'am.
Q. I thought with Job Corps you had to sign on for a certain time period and learn job skills?
A. I signed on for the high school equivalency GED program.
Q. Okay. All right. And you got your GED and then what did you do?
A. I come home and went to work at the Pantry.
Q. And when you went to Job Corps were you -- strike that. When you refused to go to night school --
A. I didn't want to go to night school.
Q. Okay. Why didn't you want to go to night school?
A. Because I just didn't want to go. I don't recall why. It was more of a deal that I made with my mom that she would let me go to the Job Corps and it was the only way that I could quit night school. So it wasn't that I just stopped going all together, I had --
Q. Why did you quit school to go to night school?
A. I don't recall.
Q. But clearly when you made the decision and signed the form, you would have had a reason,

correct?
A. And that reason being to go to night school.
Q. Okay. But you didn't want to go to night school, correct?
A. I didn't want to go to day school.
Q. But you also didn't want to go to night?
A. So I had to go to night school. I didn't want to go to night school. I didn't have a choice, because I had to go to school.
Q. Okay. And you didn't want to go to day school or night school and --
A. I didn't want to, but that didn't mean that I didn't have to.
Q. I understand that.
A. Okay.
Q. But you did not want to go and is it your testimony that you don't remember why you didn't want to go to school?
A. I don't recall. And according to Exhibit 4, the reason for withdrawal was going to night school.
Q. Okay. But you already told me you didn't really want to go to night school, but you just had to go to school?
A. That's correct.
Q. And how did you even find out about night

school?
A. I don't recall.
Q. Somehow you did -- you found out about night school and made the decision with your mom presumably --
A. Yes, presumably.
Q. -- that you were going to withdraw from day school and go to night school?
A. Yes.
Q. Okay. And then you went to night school for a period of time, decided you no longer wanted to go to night school, made a deal with your mother that you would go to Job Corps and get your GED?
A. That's correct.
Q. Okay. Is it fair to assume that although it's unknown what the reason was, that you had a reason that you wanted to move from day school to night school?
A. And according to the paperwork, that reason would be to go to night school. I'm not gonna presume anything, because I don't recall.
Q. But you had a reason, whatever the reason was, and I'm not trying to presume and I'm not saying what the reason was.
A. Well, the reason is -- says right here

(indicating) on the paperwork to go to night school. I was also -- I believe I was also working at the time, too.
Q. Where were you working?
A. It was either the Piggly Wiggly or McDonald's, one of the two. I don't recall which one, but I do remember having a job.
Q. Okay.
A. Now, I'm not saying that that was the reason, because I don't recall what the reason was, but according to the paperwork, it said to go to night school.
Q. Okay. And then you made the decision for some reason that you didn't want to go to night school anymore and you would just get your GED?
A. Me and my mother made the decision, yes. You've got to understand, I was a juvenile, minor, I don't believe I could make the decisions like this without having a parent who gave me authorization.
Q. Who signed the form?
A. Okay. Is there another form that attaches to this for parental, as well? I mean, I don't know if this is the only form. Maybe there's another one. I don't know.

Q. Okay. Does it say one of two?
A. It doesn't say one of two.
Q. Does it indicate that there's additional pages?
A. No, it does not.
Q. Okay. What does it say under your signature there, the typed --
A. Where at?
Q. Under your signature.
A. "Signature of student or guardian."
Q. Okay. And you signed that, not your mother, correct?
A. Yes.
Q. So you withdraw yourself from school, correct, not your mother, based on the documentation in the possession of the school?
A. Yes.
Q. Okay.
A. But it could also be a possibility that she had been there with me that day. I don't recall. I just find it very hard to believe that the school district just let's somebody withdraw -- a minor child withdraw themselves, so there has to be more to this. Maybe she was with me. I don't know. But this is the form that I signed, Exhibit 4. I signed it, but I could have signed

this in the presence of my mother. I don't recall. Again, I find it very hard to believe that the school district would just let a minor child withdraw themselves from school.
Q. You were 17, correct?
A. I don't know, was I?
Q. Your birthday is in May of '73, correct?
A. Yes.
Q. This is August of 1990?
A. Yes.
Q. It's after your birthday in 1990?
A. Yes.
Q. Ninety minus 73 is --
A. Seventeen.
Q. Yes.
A. I was 17.
Q. And you did not go back to day school anymore?
A. No, ma'am.
Q. So clearly this document did allow you to withdraw from school with your signature and not the signature of your mother, correct?
A. Yes, ma'am.
Q. All right.
A. According to that document.
Q. Could your mother have forced you to continue

going to night school?
A. I believe my mother could have. My mother was a very big influence on my life. When she tells me to do something, I don't typically tell her no. I do what she tells me to, because she's my mother.
Q. Well, what was her opinion about you dropping out of school to go to night school?
A. I don't recall. You will have to ask her.
Q. What I've got on the list now is a list of witnesses and these are witnesses who were named in your answers to discovery, so what I want to know from you is the information that was given to me and the answers to interrogatories was very vague.
A. Do you have a copy that I can refer to?
Q. (Document tendered.) I'm -- I'm just gonna go -- I may not have written them down in the same order that you identified them in.
A. Now, were these -- is this the only interrogatories? I believe I did another copy.
Q. This is the set that was sent to me just this week.
A. Is this the only set of interrogatories that you received?

Q. You answered some to the school district, but these are the ones that you answered for Mr. Smith.
A. Okay.
Q. Okay. Is it easier for you to start with the first witness and go down through them or do you want me to go down through them on my list?
A. Ask your questions and I'll answer them to the best of my ability.
Q. What information do you believe that Patricia Moore has about this case?
A. I don't know. You're gonna have to ask my mom. I mean, I don't know what she's gonna tell you.
Q. Have you talked to her about this?
A. Briefly, but it's more about controlling my anxiety, depression and other issues and dealing with PTSD.
Q. To your knowledge has she ever suffered from any memory loss in the past?
A. She's getting old. I mean, I don't know. I don't think so.
Q. How about Tammy [redacted]?
A. I know that my mom wasn't very happy when Charlie Smith showed up at my house after my suicide attempt. But you'll have to ask her

about that. And I know that he had met her on several occasions as he was dropping me off at my house. He spoke with my mother. He befriended my mother.
Q. Do you know why she was not happy with Mr. Smith when he showed up after your suicide attempt?
A. I don't know. You'll have to ask her.
Q. And you said she'll be back in September or October?
A. Roughly, yes.
Q. And you'll provide that information to your attorney when she returns, that she's back?
A. I most definitely will.
Q. All right.
A. But you have to understand that my grandmother is getting up in age and having health issues, so that is her tentative time for being back, but an emergency could come up. I don't know.
Q. Well, when your mother returns, you'll notify your attorney that she's back so we can get her deposition scheduled?
A. Most definitely.
Q. Tammy [redacted] what does she know about this lawsuit?
A. Tammy [redacted] is my sister-in-law, my brother's

wife, Mike's wife. Tammy has been a part of my life since her and my brother were dating and he was in high school. As far as what she knows, she has seen how I've struggled since 2007 and the issues that I've been through and the rest you're gonna have to ask her.
Q. Is Michael Redden older than you or younger?
A. Older.
Q. How much older?
A. I believe a year and two months.
Q. What does Michael [redacted] know about this?
A. My brother has been a part of my life for many years and he knows that Charlie Smith kept giving me rides home from school, softball practice and the rest you're gonna have to ask him.
Q. Does your father have any information about this, Jim?
A. Can you be more specific? My stepfather or my father.
Q. Jim.
A. Jim, no.
Q. Okay. Your stepfather?
A. No, not to my knowledge. I don't believe they're on here.

Q. They're not. I just have written down their names. All right, Katie Hucks?
A. I'm sure the softball team can tell you all the interaction Mr. Smith had with me. You're gonna have to speak with them.
Q. Have you spoken with any of the softball team members to find out what they know?
A. No.
Q. Do you have any reason to believe that any of these softball members that appears to be Katie Hucks, Lillian Aquino, Nicole Ramsey, Melissa Heaton, Kathryn Hammerlund, Nicole Ramsey, I'm sorry, I just said her. Troi Myers and Jacqueline Smalls will support your position?
A. Yes.
Q. Who?
A. You asked me if I had any reason to believe, you didn't ask me who.
Q. I'm asking you who now.
A. I believe all of them.
Q. Okay. And what is it that you believe they will say that will support your accusations?
A. They will be able to tell you about the interaction that Charlie Smith had with me.
Q. Okay. Did you have a crush on him back then?

A. I looked up to him as a father figure.
Q. Did you have a crush on him?
A. No. I looked up to him as a father figure.
Q. Would you be surprised if several of these members of the softball team said that you had a crush on him?
A. Would I be surprised?
Q. Yeah.
A. Nothing surprises me.
Q. Okay. Who is John Russell Price, III?
A. He was somebody that I had went to school with.
Q. What does he know about this?
A. You'll have to ask him.
Q. You identified him as a witness, so I want to know what you think he's going to say if he's called as a witness?
A. I don't know what he's gonna say. I know the comment that he made in my high school yearbook, but I don't know what he -- you're asking me to speculate what people are gonna say and I can't because I don't know what they're gonna say. Do I think that they're gonna talk about the issues of Charlie Smith's blatant activities, yes, I do believe they will.
Q. Okay. Like what?

A. Like him giving me a ride home all the time.
Q. Okay. What else?
A. I don't know what else they're gonna tell you.
Q. Well, do you understand that it's -- when you name a witness, it's generally because you believe they're going to say something in support of your case at trial?
A. And I believe that they will.
Q. Okay.
A. Put them on the stand and ask them questions.
Q. But you have no idea what they might say, is that what you're telling me?
A. For the most part.
Q. Have you spoken with John Russell Price, III since high school?
A. I don't recall if I spoke with him or left him a message.
Q. When?
A. Approximately two years ago. I believe I left him a message.
Q. Did he return it?
A. I don't believe he did.
Q. Did you ever ask him what he meant by the phrase he wrote in your yearbook?
A. No. And what -- let me make sure that I'm

correct. What phrase are you referring to?
Q. You said he made a comment in your yearbook, so I'm just referring to whatever comment you were referring to.
A. I mean, there's a comment in there from him, yes.
Q. And you never asked him what it meant?
A. No.
Q. Okay. Doug Wright.
A. What?
Q. Who is he?
A. Doug was one of the police explorers and I don't know what Doug will tell you.
Q. Have you spoken with him since high school?
A. Yes.
Q. When?
A. Periodically over the years. He's in law enforcement. I've run into him occasionally here and there.
Q. You ever talk to him about this?
A. No. Last time I believe I saw Doug we were looking for an escaped inmate. I may have seen him since, but if I did, it was in passing.
Q. You give his name to the police to corroborate your story?

A. **I did.**
Q. Why was that?
A. **Because I believe that he would have said something to support the story.**
Q. And do you know whether the police ever spoke with him?
A. **I believe they did.**
Q. And do you know what he told them?
A. **I do not.**
Q. Would you be surprised if he said you were attracted to Smith and followed him around?
A. **Nothing surprises me.**
Q. Sadie Brown, who is she?
A. **English teacher.**
Q. And what is it that you believe she knows about this?
A. **I believe she knows about Charlie Smith's behavior.**
Q. With you?
A. **Yes.**
Q. Okay. Did you ever tell her about it?
A. **Tell her about...**
Q. Any of his behavior with you.
A. **Yes.**
Q. When?

A. **In 2000 -- I believe in 2008. I met with her.**
Q. And what did she say to you in 2008?
A. **She didn't say much. She clammed up, because she was going through some issues with the school district herself.**
Q. Troi Myers, who is Troi Myers?
A. **A friend that I played softball with. I wouldn't say a friend. I haven't stayed in touch with any of these people.**
Q. Jacqueline Smalls?
A. **Somebody that I played softball with.**
Q. Okay. Have you stayed in touch with Katie Hucks, Lillian Aquino, Nicole Ramsey, Melissa Heaton or Kathryn Hammerlund?
A. **No.**
Q. Other than the people we've already named and gone through, is there anybody else that you believe is a witness or has information that would be important to this case?
A. **Not at this time.**
Q. Do you expect to locate additional witnesses?
A. **Possibly. I mean, I don't know what's gonna happen in the future.**
Q. Are you making an effort to find additional persons?

A. **Not an active effort.**
Q. Okay. Did you have a crush on Doug Wright?
A. **I did.**
Q. Excuse me?
A. **I did.**
Q. All right. Somebody named Teresa wrote in your yearbook, "Do the world a favor and forget about the ass you met at the beginning of the year." Do you know who she's referring to?
A. **I have no idea.**
Q. Do you remember getting your friends or fellow students to sign your yearbook?
A. **Yes.**
Q. Yearbooks are given out at the end of the school year?
A. **I don't recall. I don't know.**
Q. But you remember having people sign it?
A. **Yes.**
Q. Do you remember signing other people's yearbooks?
A. **Not that I recall.**
Q. Do you remember asking Charlie Smith to sign your yearbook?
A. **He signed it, so I would assume that I did ask him to sign it.**

Q. Okay. All right. When did you first become voluntarily sexually active?
MR. EDWARDS: Could you repeat that question? I want to make sure I heard you.
Q. Sure. I said, when did you first become voluntarily sexually active? And what I'm saying is -- I'm not including the abuse you suffered as a small child or the abuse you allegedly suffered with Mr. Smith, but a voluntary sexual encounter.
A. **I don't recall. And when I say that, I remember having a relationship with Michael Doyon at the fire department and with a guy that I used to work with at the Pantry, but prior to that, I don't remember. So when I first remember being sexually active voluntarily would be with someone when I worked at the Pantry.**
Q. Was that a co-worker?
A. **Yes.**
Q. All right. For the next round of questions I want to talk about the interaction between you and Mr. Smith, okay? For the sake of the deposition only, I'm going to preface the next questions with the fact that Mr. Smith denies

that there was ever a sexual relationship, sexual activity or sexual touching of any kind between you and so when I ask you about this activity, I'm not making any admissions on behalf of Mr. Smith, but so that I don't have to use the words accusations, allegations and denial in every single question, I'm just gonna preface this with that, okay?

A. Yes, ma'am.

Q. All right.

MR. EDWARDS: Would you mind if we take a quick break?

MS. JACKSON: Absolutely. No problem.

(Whereupon, there was a short break in the proceedings.)

BY MS. JACKSON:

Q. Going back to the preface that I made before, now I want to talk to you about the relationship or interactions that you had with Charles Smith starting from the first time that you met him and going up through the last time that you remember, okay?

A. Yes, ma'am.

Q. All right. How did you first meet him?

A. James Island High School. He was my world geography teacher.

Q. Okay. And how did it come to pass that you would get into his vehicle?

A. He offered me rides home.

Q. Okay. And was this after an after school event or just after the end of the school day?

A. After the end of the school day.

Q. Okay. And if he had not offered you a ride home, how would you have gotten home?

A. Either my brother or my mom or my stepfather.

Q. Okay. On the days when he would offer you a ride home, how did your mother, stepfather or brother know not to come get you?

A. I don't recall.

Q. Okay. Well, what would make you accept a ride from him as versus waiting for your mother or another family member to come get you?

A. I know that my mom and my step dad worked at the time, so I may not have had the ride -- a ride home. I don't recall. I never rode the bus. I don't ever remember riding a bus and I know --

Q. Could you have ridden the bus?

A. I don't believe I ever rode the bus. I think my brother had his driver's license.

Q. Okay. Do you know how it came to be that he offered you a ride?

A. The first time he offered me a ride I was standing out front of the high school.

Q. Okay.

A. And he was my world geography teacher. I didn't think anything of it.

Q. Okay. And did anything happen that first time?

A. No, ma'am.

Q. Okay. When or what was the first thing that happened that you felt to be inappropriate?

A. When this happened I had never been sexually involved with anybody. At the time that this was going on, I couldn't identify what was inappropriate and what wasn't because I didn't understand what was going on.

The first time that Charlie Smith touched me was in the classroom. And he leaned over my chair as if he was helping me with some work and he put his right hand on my right breast.

Q. Okay. And how long did that instance last?

A. I mean, it was -- it was quick. I -- I don't know, five seconds, fifteen seconds.

Q. Okay. And how did you feel about him after that? Strike that. Let me rephrase. Were you

uncomfortable around him after that?

A. By that time that that had occurred, I had already become familiar enough with him because he would give me rides home. I mean, it wasn't just he took me home one day and then the next day he put his hand on the side of my breast. There had been some time that had passed that made me feel comfortable and trust him.

Q. Okay.

A. So how I felt was maybe it was an accident, maybe it was inadvertent.

Q. Okay. But you remember that?

A. I remember that since 2007, yes.

Q. And when that happened, when he put his hand on the side of your breast, did it make you uncomfortable?

A. I don't recall exactly what my emotions were at that time.

Q. Okay. Did you ever mention it to him?

A. I don't recall ever mentioning it to him.

Q. Did you enjoy it?

A. No.

Q. Well, how do you know that you didn't enjoy it if you don't know how you felt about it or what you said about it or any of that?

A. **Because if I felt like it was an accident, which I've already told you maybe it was an accident on his part, accidents aren't typically something that you enjoy. So based on the feeling that I had with thinking that his actions were maybe an accident, you don't enjoy accidents, I don't believe. So that is what I'm basing that off of. Can I take you to that minute and tell you exactly how I felt, not precisely, I can't.**

Q. Okay. What was the next instance?

A. **The next instance I believe it was at the horse stables, because when he would take me home, he would also take me by his horse stables.**

Q. Okay.

A. **Which, you know, somebody would think would be pretty inappropriate, but you know.**

Q. Did you think it was inappropriate?

A. **Now, yes.**

Q. When you were going did you think it was inappropriate?

A. **I was a kid.**

Q. Did your mom ever say it was inappropriate to you?

A. **I don't believe she did.**

Q. Did you ever tell her that you were going to the horse stables with Mr. Smith?

A. **I don't know if I did.**

Q. Okay. So what happened at the horse stables?

A. **He felt my breast one time at the horse stables and he kissed me at the horse stables.**

Q. And what did you think about that when it happened?

A. **I don't recall what I thought. I mean, I looked up to this man as a father figure. I had a lot of trust and confidence in him. I don't recall what I thought.**

Q. Okay. Did you --

A. **I mean, I trusted this man. I trusted Charlie Smith.**

Q. Okay. Was he married at the time?

A. **Yes.**

Q. Okay. And did any part of you think it's wrong for him to be kissing me at the horse stables?

A. **I don't know what I was thinking at the time. I mean, I don't want to confuse what I might have been thinking back then because I don't recall with what I'm thinking now. And what I'm thinking now is what he did was wrong. What he did to me was wrong. So you're asking me to**

think back, you know, 20 years, 23 years and my emotions from what I'm feeling today are playing in there, too. What he did was wrong. What Charlie Smith did to me was wrong. So I mean, you're asking me what I felt back then. I can't tell you, I'm not back then. I don't remember. I don't remember. So I mean, whenever you're asking me questions, I don't mean to jump around, but I have some very serious emotions about it now. I tried to put the man in jail, okay? So I mean, you know...

Q. So what you're saying is you remember the action that took place, but you have no recollection of how you felt about it?

A. **I don't remember how I felt about it.**

Q. So you don't know whether it was consensual or not?

A. **How could I say it was consensual. I don't believe it was consensual. When he held my head and making me --**

Q. We're not talking about --

A. **This is not consensual, okay. I was a kid. I didn't know any difference. I never had any interaction with sex and I trusted him.**

Q. All right. You were a kid, but you were at

least 16, if you were taking driver's ed. that year.

A. **I was 15 when this issue happened. I was 15. I had just turned 15 that May and I started school what, in September -- August, September. I don't know when school started back then, but it was in August or September.**

Q. Did you get your driver's license when you were 15?

A. **In South Carolina you can get your driver's license at 15 back then, I believe.**

Q. So you're 15. Did you know right from wrong when you were 15?

A. **To sit here and tell you that I know right from wrong, I don't know. Look at the kids now that are 15, do they know right --**

Q. I'm not asking you to look at the kids now. I'm asking you if you, [redacted] when you were 15 years old knew the difference between right and wrong?

A. **I thought that I knew the difference between right and wrong, but at 15 maybe I didn't know what was right and what was wrong.**

Q. All right. Is kissing a married man when you are not the one who's married to him right or

wrong?

MR. EDWARDS: Object to the form.

Q. You can answer.

A. The way that he kissed me was a kiss that I would see not only a man and a wife do. You know, for somebody to kiss somebody else, you don't just have to be a man and wife. You can be the very best of friends, you know and did I think what he did at the time was wrong, I don't recall what I thought. Did I think that it was wrong to kiss a married man, the way that he kissed me, I've seen other people kiss each other.

Q. When he touched your breast at the stables, did you go back and re-evaluate when he had touched your breast in the classroom and think, well, maybe it wasn't a mistake?

A. I don't recall what I was thinking then.

Q. Okay. What was your response after the incident at the stables?

A. I was still around him. I don't recall exactly what my response was, but I looked up to him. I didn't have a positive father figure in my life at the time and I looked up to him in that aspect.

Q. Did you continue to take rides home from him?

A. I did.

Q. And did you continue to go to the stables?

A. I believe I did.

Q. And sometimes you actually rode your bike over there to see him when you knew he was gonna be there, didn't you?

A. Yes.

Q. All right. What was the next instance?

A. In his classroom.

Q. What happened?

A. I was sitting next to him and he put his hand up underneath my dress. I need to take a break for a few minutes.

Q. Okay.

(Whereupon, there was a short break in the proceedings.)

BY MS. JACKSON:

Q. When we left off we had discussed two instances and you had begun to discuss the third. Before we get back to the third, do you have any recollection of the time frame over which these first three instances occurred?

A. No. In numerical order of what instance occurred when, I recall the first time being

when he touched my right breast in the classroom and I recall the last time being the forced oral sex. Now, the other times in between I don't recall which order what happened in.

Q. Okay. All right. And in reviewing a lot of the statements and documents, it appears that, at least at some point, you felt that this group of instances occurred between January 1 and February 13th, which is when the suicide attempt was; is that correct, or is it a longer span of time?

A. It would -- it was a longer period of time. It was sometime between the beginning of the school year and the time that I attempted the suicide.

Q. Okay. All right. So we're talking about a matter of months instead of a matter of weeks?

A. Yes, ma'am.

Q. Okay. All right. With the caveat that these middle instances may or may not be in chronological order, I do have it down just as number three, because it's the third thing you told me about, was sitting next to him and he put his hand under your dress. Were you sitting next to him at his desk?

A. Yes.

Q. And do you remember why you were at his desk?

A. We were going over some work in the book. I don't recall exactly what it was that we were looking at, but it was in the world geography book.

Q. Okay. And were other students in the classroom?

A. Yes.

Q. And what happened?

A. He put his hand up underneath my dress and maneuvered his hand around my underwear and touched my vagina.

Q. The outside?

A. Can you be more specific?

Q. Did he put his fingers inside of your vagina or just touch the outside skin?

A. The outside skin.

Q. Okay.

A. He didn't penetrate my vagina, but he touched my vagina.

Q. Okay. Right. Okay. Do you remember approximately how long that encounter lasted?

A. I don't recall.

Q. Okay. Did any other students come up to the desk?

A. I don't believe so. We were doing like a study

time. It was quiet time.
Q. And did you say anything while he was doing this?
A. I was very, very uncomfortable.
Q. Did you say anything?
A. I don't recall saying anything.
Q. Did you try to get up out of the chair?
A. I remember just freezing. The way that Charlie Smith's classroom was, his desk area was blocked off to where there were a lot of books and things at the front of his desk and there was a desk beside his desk and it was a long way around the classroom to get to the back of this desk area.
Q. Okay. And at this point at the very least he had already put his hand on your right breast in the classroom, because you knew that was first?
A. Yes, ma'am.
Q. And he may or may not have already kissed you at the stables?
A. May or may not, yes, ma'am.
Q. Okay. Did you consider talking to him from across his desk, so that you didn't --
A. I don't recall what put me behind his desk, other than we were reading a book, the world

geography book. We were looking at something in the book and I was sitting down next to him.
Q. Okay.
A. Now we could go and say did you consider this or did you think about this, that's not what happened. I'm telling you what happened. I don't know what I considered, all right? You asked me what happened, I'm telling you what happened. Now you're throwing out what ifs. I can't give you what ifs. I don't know about what if this, what if that.
Q. Did you ever see any other students up sitting behind his desk with him?
A. He had students around his desk all the time.
Q. I'm not asking you about around his desk, I'm asking about sitting behind his desk.
A. Behind his desk, beside his desk, yes.
Q. Did you try to push his hand away?
A. I froze.
Q. Did you tell anybody afterwards?
A. I don't believe I said anything.
Q. Do you remember at what point in the day that you had his class?
A. I don't recall.
Q. Okay. Were there any other instances?

A. I was sitting behind his desk another time and he took my hand and put my hand on his penis through his pants.
Q. Did you try to pull your hand away?
A. I froze.
Q. Did you tell anyone?
A. I don't believe I did.
Q. Okay. Whichever one of these two instances in the classroom happened first, and I understand that you don't recall which one it was, but when the second instance began happening, did you think back to the first instance and what had happened?
A. I don't recall.
Q. All right. Before we get to the episode of oral sex in the car, were there any other instances?
A. I believe -- I believe I've got everything, I believe.
Q. Okay.
A. I'm still recovering memories.
Q. All right. To your recollection have you ever had vaginal intercourse with Mr. Smith?
A. No, I don't believe so.
Q. To your recollection have you ever had anal intercourse with Mr. Smith?

A. No, ma'am.
Q. To your recollection did Mr. Smith ever perform oral sex on you?
A. No, ma'am.
Q. Other than the one time that we're gonna discuss in just a minute in the Bronco, did you ever perform oral sex on him?
A. Other than that one time, no, ma'am, I don't believe so, but please keep in mind that I'm still recovering memories.
Q. All right. Tell me what happened to the best of your recollection the day that resulted in the oral sex in the Bronco?
A. Charlie Smith was giving me a ride home. He pulled over, shut the vehicle off, he pulled his penis out of his shorts and held my head while I performed oral sex on him and he ejaculated in my mouth.
Q. And then what happened?
A. And then he put his penis away and he took me home.
Q. All right. When he pulled over and shut the vehicle off, did you climb onto the center console?
A. I believe I did. I was on the center console.

Q. You know why you climbed onto the center console?
A. Do I know why I climbed on the center console? No, I don't know why I climbed on the center console. I know now what the result was.
Q. Climbing on the center console put you much closer to Mr. Smith than if you had remained in your seat, correct?
A. Yes.
Q. Did you see him unzip his shorts?
A. Yes.
Q. Did you say anything when he unzipped them?
A. No. I don't recall saying anything.
Q. Did you attempt to move back over into your seat?
A. I don't recall if I did or not.
Q. Did he have a hold of you at that time?
A. At what time, when I was on the center --
Q. When he was unzipping his pants.
A. It happened so fast, I don't recall if he had a hold on me at that moment or not. I don't recall.
Q. Did he say anything?
A. I don't recall him saying anything.
Q. Did you say anything?

A. I don't recall saying anything.
Q. Okay. And then you said he held your head while you performed oral sex. Did he push your head down to his penis?
A. Yes.
Q. And did you try to keep him from doing that?
A. I don't recall if I tried to fight him or not. I don't recall.
Q. As of that point did you know what oral sex was?
A. No.
Q. You'd never even heard of it?
A. I've heard of it, but I didn't know what it was. I had no sexual experiences.
Q. And I'm not talking about first-hand, I'm just talking about people talking at gym class or people talking in study hall about what oral sex is?
A. I'm sure somebody probably talked about it.
Q. Okay. And you said he ejaculated in your mouth?
A. Yes.
Q. Did you spit it out at him.
A. I remember choking on it.
Q. Did he say anything at that point?
A. I don't recall.
Q. Did he make any noises?

A. I remember him moaning, like a moaning or grunting.
Q. Did he say anything on the way home?
A. I don't recall.
Q. Did you have anything with you that day?
A. I believe I had my book bag, because I always carried my book bag.
Q. Okay. Did you take it with you when you got out of the car?
A. I'm assuming that I did.
Q. Did you say anything to him?
A. I don't recall -- I'm sorry.
Q. Did you say anything to him when you were getting out of the car?
A. I didn't say anything.
Q. When you got home was there anybody at your house?
A. All I remember is going into my room and closing my door. I don't -- I don't recall if anybody was home or not.
Q. What was the next time you saw anybody?
A. I don't recall. All I remember is going home and going into my room and laying on my bed with my cat.
Q. Your mom never came in to say, hey, welcome home

or --
A. I don't recall. All I remember is going home, going into my room, closing my door and holding onto my cat crying. That's all I remember. I don't remember if she come in and checked on me. I don't remember if I woke up the next morning and went to school. I don't remember. I don't remember what happened.
Q. So are you now saying that you have no recollection of anything that happened from the time you picked up -- laid on your bed with your cat until 2007 on this?
A. No. Because the suicide happened and I believe it was shortly after the oral sex.
Q. Okay. All right. Has anybody that you know of given a written or recorded statement of any kind that supports the allegations that you're making against Mr. Smith?
A. None that I'm aware of.
Q. Do you know for certain if anybody ever saw Mr. Smith touching you in a sexual manner, meaning touching your breast, touching your vagina, kissing?
A. Not that I'm aware of.
Q. If he was doing these things to you, these -- we

have five instances, why didn't you stay away from him?
A. I trusted him and I looked up to him as a father. Why I didn't stay away from him, I don't know why I didn't stay away from him.
Q. Didn't he violate your trust when he felt your breasts or when he put his hand under your dress in his classroom?
A. I never had a relationship with my father and I looked up to him. You're asking me to answer a question to put myself back whenever I was fifteen. I can't tell you what I was thinking back then as far as did I feel like he violated -- whatever your question was.
Q. Violated your trust. You said you trusted him, so I asked if he violated your trust by putting his hands on your vagina in his classroom.
A. I don't recall how I felt at the time regarding him violating my trust.
MR. EDWARDS: Are you asking how she felt then or how she feels now?
MS. JACKSON: How she felt then. I know how she feels now.
A. Oh, yes.
Q. Did you ever cry when he was touching you on any

of these five instances?
A. I only recall crying when I was laying in bed with my cat after he forced me to perform oral sex on him. I may have cried the other times, but I don't recall. And I recall crying when I was laying in bed after the suicide attempt throwing up charcoal.
Q. Okay. Do you ever recall telling him to stop?
A. I don't recall.
Q. What I'm trying to understand is if you don't know as you sit here today how you felt back in 1989, '88/'89, during these five instances, how can you say they weren't consensual?
A. I'm not saying that I didn't have feelings and what I'm telling you is that my feelings are so strong today, that maybe they're overwhelming what I felt then. I trusted him. And when he held my head down and forced me to perform oral sex on him, how can that possibly be consensual. I am very sure that that was not consensual.
Q. How are you very sure?
A. Because to this day I have a very, very difficult time, if I ever have, performing oral sex on a man. That is how I know. Coupled with the fact that I was gagging and I'll never -- I

just -- I can still feel it right now as if it was happening then. So I'm positive that that was not consensual.
Q. All right. What about the other instances? And I'm just trying to figure out if whatever order these things occurred in, the middle three things, was there a build up of -- did there come to a point leading to this oral sex instance where you started saying, you know, maybe something's not right here or did that kind of culminate in the oral sex instance that reduced -- sent you home in tears with your cat that then culminated in the suicide attempt? I'm trying to figure out when -- how we get to the suicide. There's a road map and I'm just trying to understand how we get to the end point.
A. I'm just answering your questions to the best of my ability. Now, whether or not you understand, I can't help you with that. All I can do is answer your questions and that is what I'm trying to do.
Q. Okay. My question is, did there ever come a time leading up to the oral sex in the Bronco, that you started to think something is not right

about this relationship with Mr. Smith?
A. I don't recall.
Q. Let's talk about the suicide attempt. Do you need a break before we go there?
A. No --
Q. Okay.
A. -- Ma'am.
Q. All right. It appears from the hospital record that your attorneys produced that the suicide attempt was February 13th of 1989.
A. Do you have the document?
Q. I didn't bring it down, but if you want me to go get it, I can.
A. Please.
Q. Hold on one second.
(Whereupon, there was a short break in the proceedings.)
(Whereupon, Defendant's Exhibit 5 was marked for identification.)
BY MS. JACKSON:
Q. I'm gonna show you what's been marked as Exhibit 5 to your deposition. It's an affidavit of Jane Doe that is two pages long and then it appeared to me that the -- based on the affidavit that the medical records were attached to it. Were

you able to locate a date on those records? I can help you if you need --
A. Yes, if you don't mind.
Q. Okay. The second page of the record. Go to the next page, there's a date right here in the corner (indicating).
A. Okay.
Q. And then if you go to the EMS run report, excuse me, EMS run report itself, there (indicating).
A. Okay.
Q. And what date is on those documents?
A. 2/13/89.
Q. Okay. Does that help refresh your recollection as to the date of the suicide attempt?
A. Yes.
Q. Okay. All right. And do you remember what type of medication you took in an attempt to commit suicide?
A. Bivarin.
Q. Okay. Do you --
A. Vivarin.
Q. Vivarin?
A. Yeah. I'm not real sure of the spelling. If it's with a V or B.
Q. I think it's with a V.

A. Yes. Right here (indicating).
Q. Do you know why you took those?
A. Because I wanted to die.
Q. Okay. Bad question. Do you know why you chose that pill over something else?
A. I don't know why.
Q. Okay. And those are caffeine pills like No Doz?
A. Yes, ma'am.
Q. Okay. Do you remember how many you took?
A. I don't recall how many I took, but this paperwork says that I took 16.
Q. And you were trying to commit suicide because of what had happened with Coach Smith?
A. All I recall is that I wanted to die.
Q. Okay. Why did you want to die?
A. I don't recall.
Q. How long had you been considering suicide as an option before the 13th?
A. I don't recall.
Q. Did you think suicide would make you feel better?
A. All I wanted to do was die.
Q. All right. After any of these instances did you feel ashamed?
A. All I recall is feeling very sick and puking

charcoal for a very long time.
Q. Okay. I'm talking about any of the instances with Coach Smith, any of the five?
A. Did I feel ashamed?
Q. Yes.
A. I don't recall how I felt.
Q. Okay. When this was going on, did you ever consider telling anyone?
A. I don't recall. I mean, you're asking me questions of something that happened 20 some years ago and how I felt then. I know that I wanted to die after the suicide. I'm pretty sure that I didn't tell anybody, but I may have, but I don't recall telling anybody.
Q. [redacted] I understand that, but you're the one who's brought the lawsuit 20 years later, okay. It would have been fantastic if we could have asked you these questions two or three years after the fact?
A. And I think it would have been fantastic, too had I remembered, so we're in the same boat.
Q. Well, that's fine, but you're the one who lived through this, has the memories. I have nothing, so I have to ask you these questions and I have to find out what I can find out and I have to go

about it in various ways to see if I can't help you remember or jog a certain fact that you may not think that you know when I ask it one way that you may know when I ask it another way. So I would appreciate it if you would just do me the courtesy of going down through and answering the questions the best that you can.
A. I am answering them to the best of my ability.
Q. What happened when your mother showed up at the hospital?
A. I don't even remember seeing my mom at the hospital. What I do recall is puking up charcoal.
Q. And they gave you charcoal because you had taken an overdose, correct?
A. Yes.
Q. Do you have any recollection of what you were thinking as you were puking up charcoal?
A. It was crunchy and it was nasty tasting.
Q. All right. When you took the pills, where were you in the school?
A. At the water fountain.
Q. And where did you go?
A. I recall walking down the hallway from the water fountain and then I don't recall where I went.

I remember being in the back of the EMS.
Q. Do you ever recall seeing Charlie Smith after you took the pills and before the EMS showed up?
A. I don't recall.
Q. Do you remember telling anyone that you had taken an overdose?
A. I remember falling. I don't remember saying anything.
Q. All right. Sometime after you attempted suicide you went back to school, but you don't remember it; is that correct?
A. Yes, ma'am.
Q. Okay. And sometime after that on or about August 21st of 1989, based on the records, is when you withdraw from school?
A. Was it 1989? According to your records, if you say so, yes.
Q. Well, you know what, let's double check. We've got it as an exhibit. I'm sorry, August 21st of 1990.
A. According to Exhibit 4, yes.
(Off-the-Record conversation.)
BY MS. JACKSON:
Q. Do you ever remember seeing Mr. Smith again from the time that you committed suicide?

A. Attempted suicide.
Q. Attempted suicide, I apologize, to the time that you withdrew from school?
A. I remember seeing him one day when I was in my police cadet uniform, but I don't recall what -- when that was, I mean, if it was before or after.
Q. In reviewing the documents and reading things, have you come to realize that you stayed in his class for the rest of the year?
A. I don't recall that.
Q. Do you have any specific recollections of anything that happened between the time that you attempted suicide and the time that you withdraw from school?
A. I have memories of stuff, but I don't know the order in which they go in. I don't know if maybe it's a memory that I'm having from after the suicide attempt or if it's something that I'm having prior to the suicide attempt. I guess you can say the numeric order stuff I'm sort of -- I'm losing the numeric order of stuff. I don't know when what happened.
Q. Okay. Do you have any specific school memories that might be able to be related based on what

classes you took which year?
A. I remember the biology area, the biology classroom --
Q. Okay. And that was --
A. -- and the teacher.
Q. That was a class you took in the '89/'90 school year, correct?
A. Yes, ma'am.
Q. What about algebra or phys. ed.?
A. I remember my physical education teacher. I don't remember my math teacher and of course, I remember my English teacher, Sadie Brown.
MS. JACKSON: All right. Let's mark those two things.
(Whereupon, Defendant's Exhibits 6 and 7 were marked for identification.)
BY MS. JACKSON:
Q. These are documents I believe were produced by the Department of Corrections in response to a subpoena. The first one is a resume that says [redacted] at the top. And the second one is an employment application stamped received recruiting branch March 11 of 1996. Let me know -- have you had a chance to look at both of these?

A. Yes, ma'am. I've looked at 6, Exhibit 6 and Exhibit 7.
Q. All right.
A. Glanced over it.
Q. On Exhibit 7 it says last grade completed and year and you marked ten for the grade and '91 for the year; is that correct?
A. Yes.
Q. But you didn't complete the tenth grade, did you?
A. No, I did not.
Q. You actually didn't complete the 9th grade, did you?
A. No, I did not.
Q. So that's not correct?
A. No, it is not.
Q. And did you fill out this application?
A. Yes, I did. I could have been pencil whip and stuff at the time, because as you can see, the application is really long, so I took a bestimate (sic) guess based on not having any information at the time in front of me. If my memory is correct, I filled this out at Lieber Correction Institute with nothing in front of me except my resume, because you can't take

anything into the prison, so I probably didn't have all the information in front of me and I did the best estimated guess at the time in filling out an application.

Q. And in 1996 you couldn't remember that you hadn't passed the ninth grade?

A. I just guessed. Look at the amount of information that's on here.

Q. Okay. This is on page one, right?

A. I understand that's on page one. And I put down ten, that's fine. I'm not denying that I didn't put ten down.

Q. Okay. And that's not correct?

A. That is not correct.

Q. Okay. In 1996 what kind of a recollection did you have of the time period between 1989 and 1992?

A. 1992?

Q. Or -- let me rephrase. What time period -- as of 1996 when you filled out this application, did you still have a memory block for a period of time in your teenage years?

A. I vaguely remember working at the Piggly Wiggly as I've already told you. And I'm not looking at this, your exhibits, I'm going by what I

remember. After I attempted suicide I don't remember anything up until I started working at the Pantry, but I do recall working at the Piggly Wiggly sometime in there. I don't know when it was. I can't recall. And I'm not looking at your exhibits whenever I say that.

Now, in 1996, whenever I filled this out, I had a resume in front of me, which I haven't seen for many years and I was going by some of the things that I remember from the Piggly Wiggly and the other employment jobs that I held from the Pantry. And from the volunteer fire department, James Island and for Mt. Pleasant Fire Department and from Kiawah Island Resort. And I never told you about that I didn't remember those employers or that time period. What I have told you is that I don't remember from the time of the suicide attempt up until working at the Pantry except a few small things.

Q. Earlier when I asked you to go through those few small things with me, you never mentioned the Piggly Wiggly.

A. I think that we have mentioned the Piggly Wiggly. I could be incorrect, but I think I told you that I worked at the Piggly Wiggly.

Q. I'm talking about though, when I specifically said during the time period after the suicide, what else do you remember.

A. I don't know if I worked at the Piggly Wiggly before the suicide or if I worked after the suicide. But if you would like me to look at documents, which is Exhibit 7 --

Q. Well, do you even know if those dates are correct?

A. I'm not sure if they're correct.

Q. Well, so how helpful are they if you don't even know if they're correct?

A. It says on here that I worked at the Piggly from May '89 to August of '90 and that -- that would probably be correct. So that would make it -- when was the suicide attempt, again?

Q. February of '90?

A. So that would make it during the suicide attempt that I worked there.

MR. EDWARDS: The medical records say February of '89.

Q. I'm sorry, February of '89.

A. So I worked at the Piggly Wiggly after the suicide attempt. And I vaguely remember working at the Piggly Wiggly. I remember putting

mushrooms up on the shelf at the Piggly Wiggly one day as a stocker and a cashier, but my job was a cashier, because the mushrooms fell down off the shelf.

Q. And if Piggly Wiggly's records don't show you working there from May of 1989 to August of 1990?

A. When I filled this out, that is what I recall. That is what I recall. I mean, I --

Q. Do you remember when Hugo hit?

A. I wasn't here when Hugo hit, I was in Pennsylvania. I do remember that. Once again, I told you that I don't remember a lot from the time I attempted suicide until I started working at the Pantry. So I mean, I'll tell you the best I can about the Piggly Wiggly, but that's in that time period that I don't recall very much.

Q. Why were you in Pennsylvania when Hugo hit?

A. I believe I went to Pennsylvania because of the storm.

Q. All right. I believe I saw in your records that you saw Mr. Smith in a store at about 1992?

A. Yes.

Q. Tell me about what happened then.

A. I went to get my hair cut at the Fantastic Sams where I've always gotten my hair cut and there was -- I was put on a waiting list and I had some time to kill, so I was walking around and went into a sports store next to there and that's when I seen Charlie Smith. I bought some baseball cards and didn't think anything of it.
Q. Did you talk to him?
A. I believe I did.
Q. Had no ill feelings at that time?
A. I don't recall any.
Q. Do you remember when all the allegations by the students at Porter Gaud and James Island came out against Eddie Fischer?
A. I recall that when my -- one of my past attorneys and I had discussed it. When those allegations came out I was working up in Greenville, I believe. Well, up near Greenville. I was working at -- I believe I was working at Tiger River, which is up near Spartanburg. But I never followed that. I -- I think I was up there whenever that -- but you know what, that...
Q. Late eighties?
A. That's not possible because I remember seeing

Eddie Fischer at Lieber Correction Institute in the pill line. So if he was already locked up by that time, no, that had to have happened earlier, whenever I was with the fire department maybe and I didn't follow it.
Q. The newspaper articles that I found were in the late nineties, early 2000.
A. In the late nineties I was in transition, early 2000, I was in transition to Columbia. And all I remember -- I remember running into Mr. Fischer at the prison he was in.
Q. Did that trigger anything?
A. No, ma'am, it did not.
Q. Did you know why he was there?
A. No, ma'am, I did not. With the Department of Corrections we don't have access, as an officer, to any charges that the inmates have, so I didn't pay attention to any charges, because I didn't have access to it and didn't really care.
Q. Well, but if it was something highly covered in the newspaper, you could have seen it there or heard it in the news.
A. I didn't read the paper whenever I was in my twenties or my teens. I just recently started reading the paper in the last five, six, seven

years and now I sometimes don't even read it, because I see inmates in there all the time.
Q. All right.
A. So I wasn't at Tiger River when the Eddie Fischer case was filed there. I was still at Lieber in transition to Columbia.
(Whereupon, Defendant's Exhibit 8 was marked for identification.)
Q. I'm going to let you look at the color copy just because it's easier to see and for the Record, this is a stack of photos bate stamped Richter 200 through Richter 241.
A. If you don't mind, may I please look at the exhibit copy instead?
Q. Just want you to go through and tell me what these pictures are of and if you can just designate as the page number and the top and then bottom.
A. Page number 200, top and bottom is 1128 Landsdowne, which is where I currently live; 201 is Landsdowne, 202 is Landsdowne, both top and bottom. 203 is where we originally lived when we first moved down here at Rivercrest, top and bottom. 204 where we lived Rivercrest, top and bottom. 205 is where we had moved after we

moved from Rivercrest. We moved to -- no, no, I'm sorry, 205 is Troi's house. That's where she lived at the time. These photos were taken for when I was going through therapy with National Crime Research and Treatment Center as part of my therapy and I gave a copy to my attorney and evidently they produced it. So this is all stuff that I went over with my therapist and what was specifically spoken about with my therapist, so...
Q. Okay. Well, what was the purpose of taking the picture of Troi's house?
A. To help eliminate stress. This whole issue right here was to help eliminate anxiety and stress and help me get through the PTSD. And we were sitting here talking about stuff in therapy that I went through with my therapist and I gave a copy to my attorney. I didn't think it would be given to you, but it was used in therapy as a therapy tool.
Q. Okay.
A. So do you want me to keep telling you what this stuff is?
Q. Well, I need to know what these are pictures of and I also need to understand why they are?

A. Everything in this packet, this entire packet was taken and me and my therapist went through it as a way to reduce my anxiety overall. So to sit here and tell you each individual thing and what each individual thing created any part of anxiety for me, I don't think that's fair to me, but if that's what you want me to do, I'll do that, because this whole packet was for to help treat PTSD.
Q. I understand that.
A. Okay.
Q. But in all of the however many thousands of pages of documents that I have read in this case --
A. Uh-huh.
Q. -- not one time did I see the roller rink Hot Wheels mentioned and then I flip through these pictures --
A. It's a landmark to where Troi's house was. It's a landmark.
Q. That's fine. These are the things to understand. I don't want to get into trial and have it turn out that you're gonna say, oh, yeah, we were right here where that red truck is when he made me perform oral sex on him.

A. Well, we weren't --
Q. I need to understand what the purpose of you taking these pictures was.
A. Okay. Now you know the purpose. Now I'll explain to you --
Q. I need to understand why you took this particular picture.
A. These are all landmarks and things to help eliminate the stress.
Q. All right. Well, then all I need you to tell me page 207 what is the 990?
A. That's Deahl's (ph) Bluff. That's where the horse stables are. 207, I think these are out of order. 1523, I don't know what that is because, like I said, I think this is some of the stuff is out of order. I don't know what 1523 is. It might be the numeric address for the Hot Wheels Center, I'm not sure.
Q. What is the West Chester sign?
A. That is Troi's neighborhood directly across from the Hot Wheels. 209 and 10, 209 top and bottom is softball field.
Q. Says 1014 on the mailbox and Seaside on the road sign.
A. I don't know what the 1014 is. The Seaside is

the road that Charlie Smith would take me down to go to the horse stables. It's the cut through to get to the horse stables. 211, the top is the Seaside -- the beginning of Seaside. That is also where Charlie Smith pulled his Bronco over and I performed oral sex on him.
Q. Okay. And we can see that spot in this picture on 211?
A. Yes, ma'am. But it was different then. There were more woods in that area back then.
Q. Okay. And on this picture take this pink highlighter and on page 211 I want you to put a rectangle where the Bronco was.
A. Rectangle?
Q. That's a triangle.
A. How about a circle?
Q. Fine.
A. Okay. (Complying.)
Q. Okay. But where along the road?
A. This was different back then. There were trees. I don't know how far out the trees extended and this area's been cleared. This area is different than what it used to be back then.
Q. Is the road the same?
A. Yeah. The road is the same and I circled the

area. It was right in this area right in here (indicating). Now, it was different because there were trees there. The building has always been there, but this area right here (indicating) was more brushy and had more trees.
Q. So we're talking closer to the building than the curve?
A. I would say closer to the curve than the building, because there was brush in that area.
Q. Okay. Can you make a smaller circle then, because it seems to me that you circled the entire area.
A. It would be right in this area and I'll help you out in coloring with yellow, okay?
Q. Okay. So you pulled off the side of the road?
A. Yes, ma'am.
Q. All right.
A. James Island High School is the bottom of 211. I don't know what 212 and 213 -- 212 is. 213 is the same as 211, the top of 211, just different angles beside the building. And 213 is the same as 211, I believe. Yeah. It's the same picture. I think it's the same picture. 214 is the high school football area. 214 bottom is the softball area. 215, softball area. 216 is

the front entrance of the James Island High School, top and bottom. 217 top and bottom is the softball field.

Keep in mind, this stuff was different back then, too. The -- you know, some, like this trailer thing wasn't here and you know, this batting cage wasn't over there. But keep in mind the purpose of why these pictures were taken were to be used in therapy.

218 top and bottom is the softball field. 219 is the road next to softball field. 219 top and bottom same thing. 220 top and bottom is James Island High School. 221 is James Island High School top. 221 bottom is Fort Johnson Road right outside the James Island High School. 222 is -- was Charlie Smith's classroom, I believe. The 222 bottom, I believe, is where Charlie Smith's parking spot was. I'm not 100 percent sure because the clarity of the picture. 223 top is the front of James Island High School. 223 bottom is the same. 224 top and bottom is the softball field. And I don't believe these bleachers -- these are new bleachers, I believe. Whether they were there in '89 there was a little bit of shelter then.

225 top is Charlie Smith's parking spot, I believe. If the clarity -- I believe that is what it is, I think. Let me see your color copy. I can't be 100 percent sure. 225 is the high school, part of the high school. I don't even know what part of it, it is. 226 is the softball field and 227 softball field area, I believe. 228 was Trafalgar Drive. That's the house that we lived in after we moved out of Rivercrest. 229 is Folly Road. I'm sorry, Fort Johnson Road and 229 bottom is the high school.

230 is where Steve Shadrich (ph) lives and that is where Charlie Smith took me one day, as well. Steve Shadrich is one of his friends who owns a painting company. He used to paint for Steve Shadrich.

231 is, I believe, the softball field area. 232, is that Steve Shadrich's house? I'm not sure what 232 is. 233 -- 232, I believe he had a paint -- Charlie Smith had a paint job there. 233, I believe that's -- was Steve Shadrich's house. Yes, 233 is Steve Shadrich's house. 234 was another place that Charlie Smith had taken me by. It was a place that he painted. 234. 235, the names of the places. 236, the top of

236 is part of 235, which I believe is one of the places that he painted at.

236 was Creekside Painting and Charlie Smith had taken me by there one day. Might have been a couple days he took me there. He had to pick some stuff up.

237, Creekside Painting, both top and bottom. 238, Creekside Painting. 239, Creekside Painting. 240, James Island High School. 240 bottom, ducks in a pond and I don't know why it's in there. 241, Creekside Painting. I think we put the ducks in the pond as a way to try to relax me in therapy.

Q. Okay. Of the pictures that we just went through, Creekside Painting, did anything sexual ever happen between you and Charlie Smith at Creekside Painting?

A. I don't recall, but keep in mind, I'm still recovering memories.

Q. Do you recall anything sexual happening between you and Charlie Smith at the Shadrich's home?

A. I don't recall. I'm still recovering memories and I get a bad feeling inside when I think about the Shadrich's home.

Q. Okay. Do you recall anything sexual happening

between you and Charlie Smith at any of the painting jobs that he took you by that you had pictures of in this packet?

A. I don't believe so.

Q. All right. You need a break?

A. No, ma'am.

MR. QUISENBERRY: Can I take a break for a second?

THE DEPONENT: Uh-huh.

(Whereupon, there was a short break in the proceedings.)

(Whereupon, Defendant's Exhibit 9 was marked for identification.)

BY MS. JACKSON:

Q. All right. And would you also pull out Exhibit 3. Do you still have -- what number is this, nine?

A. Nine.

Q. All right. Is Exhibit 3 a statement that you typed yourself?

A. Yes.

Q. Okay. And what was the purpose of typing the statement that's been marked as Exhibit 3?

A. This was the original filing with the sheriff's office.