

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

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**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

SC Court of Appeals

**Marvin H. Dukes III, Master In Equity
And Special Circuit Court Judge**

C.A. No.: 2013-CP-07-03048

Appellate Case No. 2015-000407

Phillip C. Shaw, ... Respondent,

v.

Jeffrey C. Moss, Ed.D..... Appellant.

**RECORD ON APPEAL
Volume 2
Pages 471-908**

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1 to use whatever testimony they want in their
2 deliberations, but this is Mr. Shaw's case. This is
3 somebody's life, and we have a right to put up a
4 defense.

5 MR. WILLIAMS: This is -- he's talking about
6 a culture that was created by Dr. Rosswurm at a time
7 when Dr. Rosswurm wasn't superintendent, and she's not
8 the superintendent --

9 CHAIRMAN EVANS: This is --

10 MR. WILLIAMS: -- who made the
11 recommendation.

12 CHAIRMAN EVANS: This has got to be
13 connected somehow to Dr. Rosswurm's relationship with
14 Mr. Shaw.

15 MS. ZEIDAN: And if we will let the witness
16 testify, we can --

17 CHAIRMAN EVANS: Why don't we --

18 MS. ZEIDAN: -- get to it.

19 CHAIRMAN EVANS: Let's get to that, please,
20 Ms. Zeidan.

21 MS. ZEIDAN: We definitely will.

22 MR. WILLIAMS: Same objection.

23 MS. ZEIDAN: You can continue.

24 CHAIRMAN EVANS: No.

25 MR. DUFF: No, he can't.

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Witness: M. Sanz
Direct by Zeidan

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1 CHAIRMAN EVANS: We need to get to how the
2 connection exists between Dr. Rosswurm and Mr. Shaw.

3 MS. ZEIDAN: Okay.

4 CHAIRMAN EVANS: Not Mr. 'Sanz' own
5 experience with the district.

6 MS. ZEIDAN: Okay.

7 CHAIRMAN EVANS: He's made it clear that he
8 doesn't think there was a good culture in the
9 district.

10 BY MS. ZEIDAN:

11 Q Okay. Mr. Sanz, have you ever witnessed any
12 staff members or administrators treated differently because
13 they dared to question the actions, directives, or motives
14 of Dr. Rosswurm?

15 CHAIRMAN EVANS: What -- I -- what is the
16 relevance? I don't -- I don't get it.

17 MR. DUFF: I don't know.

18 MS. ZEIDAN: It's going --

19 MR. WILLIAMS: Same --

20 MS. ZEIDAN: We're leading into it.

21 MR. WILLIAMS: Same objection.

22 MS. ZEIDAN: It's going to motive and bias.
23 Again, we have the right to put a defense.

24 BY MS. ZEIDAN:

25 Q Have you ever witnessed or known of Mr. Shaw --

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1 MR. WILLIAMS: I don't there was a ruling on
2 the -- on the last one.

3 MS. BUSH: What's the ruling?

4 MR. DUFF: Sustained.

5 CHAIRMAN EVANS: Sustained. I -- I'm having
6 a lot of trouble, and I think the rest of the Board
7 is, with the relevance of this.

8 BY MS. ZEIDAN:

9 Q Mr. Sanz --

10 A Would you like me to be specific to --

11 Q To Mr. Shaw.

12 A -- Mr. Shaw, while I was employed by Mr. Shaw?

13 Q Yes.

14 A Okay. I was employed -- well, I shifted under
15 the supervision of Mr. Shaw in the fall of 2010, after
16 spending one year at Bluffton, at Bluffton High School.
17 They shifted the eighth- and ninth-graders over there, so I
18 was now working for Mr. Shaw.

19 In October, there was -- October is anti-bullying
20 month, and Mr. Shaw and I would be in, occasionally, and
21 just talk about things in administration and, you know,
22 kind of keep abreast of what's happening, and I at the time
23 was preparing to write a book on bullying and wanted to do
24 a bullying presentation. So I asked if I could go in and
25 view the guidance counselor's presentation.

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1 I was surprised that, during this presentation --
2 it was a basic PowerPoint -- that the guidance counselor
3 stopped and spent the next 10 to 15 minutes, saying, "The
4 greatest person that has affected my life was Dr. Rosswurm,
5 Jackie Rosswurm, who's been a friend of mine for years.
6 She -- she has been my greatest friend in tough times," and
7 so forth, and --

8 CHAIRMAN EVANS: Mr. Williams?

9 MR. WILLIAMS: I object to relevance.

10 CHAIRMAN EVANS: We -- we still don't hear
11 the connection.

12 MS. ZEIDAN: And this is --

13 CHAIRMAN EVANS: We haven't heard him say
14 anything about how this is -- any of this culture that
15 he's establishing is connected to Mr. Shaw.

16 MS. ZEIDAN: I believe what he's testifying
17 right now is that the guidance counselor that is in
18 the Exhibits 1 through 9 in my book is now -- is
19 telling him, directly, about her personal relationship
20 with Jackie Rosswurm, and that's what he's testifying
21 to at this point.

22 CHAIRMAN EVANS: We have no -- I don't
23 understand how that connects to Mr. Shaw, nor to the
24 dismissal charges that have been made by Dr. Moss.

25 MS. ZEIDAN: Yes. Those recommendations --

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1 Jackie Rosswurm initially recommended his termination,
2 and Jackie Rosswurm led the investigation that put him
3 on --

4 CHAIRMAN EVANS: No, we have --

5 MS. ZEIDAN: -- administrative leave. This
6 goes to motive.

7 MR. WILLIAMS: That is absolutely not true.

8 CHAIRMAN EVANS: I'm sorry.

9 MR. WILLIAMS: Dr. Rosswurm never
10 recommended his termination.

11 MR. DUFF: I don't recall that, and I don't
12 recall it in the cross-examination of Dr. Rosswurm.

13 MS. ZEIDAN: I'm sorry. I shouldn't have
14 said recommended his termination. She put that they
15 -- that the findings warranted his termination, and
16 she reassigned him based on those findings. She
17 removed him, and she reassigned him, and we can put up
18 a defense to talk about what that motive was. Here we
19 are. This is what we are doing, putting up a defense.
20 His testimony goes right to the heart of this.

21 MR. DUFF: You cross-examined her and didn't
22 raise any issues about motivation. Now --

23 MS. ZEIDAN: I don't --

24 MR. DUFF: Now you're bringing it in through
25 an unrelated witness.

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1 MS. ZEIDAN: I believe, during her
2 testimony, we asked her did she follow up on any of
3 those concerns, and she said no. She just -- she
4 didn't. She was waiting on Mr. Shaw.

5 MR. DUFF: You brought that out. You
6 brought that out. You didn't -- you didn't address
7 improper motivation with the witness who is now being
8 testified about.

9 MS. ZEIDAN: Okay. We'll leave that.

10 BY MS. ZEIDAN:

11 Q Mr. Sanz, how long have you known Phillip Shaw?

12 A I met Phillip Shaw in May of 2010.

13 Q And you have worked under his leadership; is that
14 correct?

15 A For two complete school years.

16 Q And what type of principal did you know Mr. Shaw
17 to be?

18 A Mr. Shaw was always very positive with me, very
19 supportive. He and I used to have regular discussions
20 about issues going on at the school. We had sort of a
21 running joke that he'd say, "Well, you know, everyone on
22 the staff is saying PBS is the greatest thing in the world,
23 and you're the only one saying no, and I'm very interested
24 in terms of why you're saying that, and let's have a
25 discussion about it." So we had a good relationship there.

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1 But I was not -- and I'll make one other point.
2 I don't want to get anyone fired up, but after that
3 incident in the -- with the bullying thing, I did tell Mr.
4 Shaw about that. So there was a connection there, as well.
5 I did tell Mr. Shaw that I was concerned about how that
6 presentation had went.

7 In general, we had a very good relationship. The
8 only time that it got tense at all is when I had asked
9 permission to be returned to an administrative principal
10 role. Dr. Truesdale had granted us permission to do that,
11 and, unfortunately, within a three- or four-day period, Mr.
12 Shaw was given information that that wasn't the right thing
13 to do, and -- although, we talked after, and he said, "I
14 did not get the right information."

15 But it's just that when I -- I retired in 2012 to
16 write a book on bullying, and so we met a number of times
17 over that period of time. And the last thing when I went
18 in to sign my final papers is, he just said, "Oh, man,
19 there's a lot of things happening right now," but that --
20 that's all the details we got into.

21 MS. ZEIDAN: Thank you, Mr. Sanz. I have no
22 further questions for you. Please answer any
23 questions Mr. Vernie Williams or Ms. Shirley Fawley
24 may have.

25 WITNESS: Okay. Thank you.

1 MS. ZEIDAN: Thank you.

2 MS. FAWLEY: We have no questions for this
3 witness.

4 MR. SANZ: Okay.

5 CHAIRMAN EVANS: Thank you, Mr. Sanz.

6 MR. SANZ: Thank you.

7 MR. DUFF: Thank you.

8 MS. ZEIDAN: Okay. And just for the record,
9 at this time, both of the books, both of the evidence
10 books, our book and the administration's booklet, are
11 now being moved into evidence.

12 CHAIRMAN EVANS: Okay. Yeah. Granted.

13 MS. ZEIDAN: At this time, we have no
14 further witnesses.

15 CHAIRMAN EVANS: Is there a rebuttal from
16 the petitioner's side?

17 MR. DUFF: Do you want to take a few minutes
18 and think about that?

19 MR. WILLIAMS: Just -- just a second.
20 (Confers with Ms. Fawley.) I just want to be clear,
21 are they closing -- are you closing your case?

22 MS. ZEIDAN: Um-hum.

23 MS. FAWLEY: So you're asking if we have
24 closing arguments?

25 MR. DUFF: No, do you have any rebuttal

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1 testimony?

2 MR. WILLIAMS: We do not.

3 MR. DUFF: Are you prepared, both sides, to
4 make your closing arguments?

5 MR. WILLIAMS: I could be in five minutes.

6 MR. BUSH: We'll be prepared.

7 CHAIRMAN EVANS: Well, let's -- let's do
8 this real quick. Why don't we -- we'll go to lunch.
9 We'll reconvene at 12:30, and we'll take closing
10 statements.

11 (Brief recess taken.)

12 CHAIRMAN EVANS: Okay. We're back in session.
13 We're going to have closing statements, and I believe we'll
14 start with the respondent. Mr. Bush or Ms. Zeidan?

15 MR. BUSH: Ladies and gentlemen of the Board, I
16 wanted to take this time to thank you. My associate, Ms.
17 Zeidan, thanks you, and Mr. Phillip Shaw thanks you for
18 taking the time to hear this case today. I'd also like to
19 thank my colleagues for trying a good case and being
20 cordial throughout.

21 We've reached that time now where you as Board
22 members are the sole judges of the facts in this case. You
23 will not be asked -- well, I should say, you will now be
24 asked to judge the effects and the value of all the -- all
25 of the evidence you have in front of you. That's both the

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1 black notebook and the white one. You will be asked to
2 judge the credibility of every witness who sat in that seat
3 who testified in this case. It is for you to determine
4 which witnesses are truthful about what transpired in this
5 ordeal.

6 Now the law, as Dave will instruct you, that
7 applies in this case: two important sections of our South
8 Carolina code, section 59-25-430 and 59-25-440. I would
9 urge you to look at those laws and, as you look at them,
10 apply them to the facts that you've heard in this case.

11 Now, you're going to hear and find several things
12 when you research that law. That 430 tells you to be -- to
13 be persistent -- he has to be persistently negligent in his
14 duties. It has to be a willful violation of the rules and
15 regulations, and there has to be some kind of dishonesty.

16 But more so than that, we want you to look at
17 South Carolina code section 440, because that deals with
18 something different. That deals with the standards that a
19 supervisor must use if he's going to terminate an employee,
20 and it reads as such. If a supervisor wants to admonish a
21 teacher or be cited as a reason for dismissal, or not to
22 re-employ, he must do a couple things. One, bring the
23 matter in writing to the attention of the teacher. Two,
24 make a reasonable effort to assist the teacher to correct
25 the cause.

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1 Now, in this case, you have to look at whether or
2 not Mr. Shaw ever received any official writings, and, two,
3 was there ever any reasonable effort made to assist him to
4 correct the problem? Now, I would submit to you that the
5 answer is no based on the facts in this case. That's the
6 law. That's what we're talking about, the termination of
7 an employee. We're going to talk about why that's
8 important. That's important so he can have notice and he
9 can have an opportunity to correct whatever problems he
10 had.

11 Now, let's consider the evidence that was
12 presented in this case. That's the law. Let's look at the
13 facts. It's the state's burden to prove that Mr. Shaw
14 should be terminated, and they say the standard -- they
15 told you the standard at the beginning of this case. The
16 standard to apply in this case was a simple standard. The
17 standard that you would apply is to be reasonable, good --
18 sorry, good and sufficient reason. You need good and
19 sufficient reason to terminate; okay? So let's look at
20 their case.

21 We're going to start from the very first day.
22 When you consider the first witness that came in here, that
23 was Ms. Walton; okay? Now, you have to judge their
24 credibility on that stand, so let's talk about what Ms.
25 Walton told you.

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1 She told you that, at that time, when she went
2 out there, she went out to the school. She went out to the
3 school with Ms. Jackie Rosswurm. That's what she said.
4 She went out there at the directive of Ms. Jackie Rosswurm.

5 She told you that, at that time, she was the
6 chief administrative and human resources officer, and she
7 had been in that position for a year. That's what she
8 said. She'd been in that position for a year. A year.
9 Yet, when you look through all of those letters, look at
10 the letters we've referred to throughout this case, her
11 name is on them, under all those tabs. That's not even a
12 position on the letterhead.

13 Why is that important? Because if you can't
14 trust them to tell you the truth about the small things,
15 how could you trust them to tell you the truth about the
16 termination of a man's job? Something as simple as,
17 "What's your title? What position do you hold?"

18 But she told you something else; okay? She said,
19 "I'm -- I was just going at the directive of Ms. -- of Dr.
20 Rosswurm." That's what she said, and she was first. She
21 told you that the reason why they went out there is because
22 Mr. Shaw needed more visibility in his building, the
23 secretary was in his office, and he had no regular hours.
24 Yet, every witness that came in here today testified that
25 he was in his office, and look how they -- look at how they

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1 testified, because you've got to look at all of the
2 evidence when you review their statements; okay?

3 We asked Ms. Walton, "When you went out there" --
4 she sat there, and we asked her, "When you went out there,
5 you got to meet with him?" She said, "Yeah." She said,
6 "Well, there was a secretary in his office." And she asked
7 her, "Well, did the secretary have another office?"
8 "Yeah." "Well, what made you think that he -- that she
9 wasn't using the office?" "Oh, she didn't have paper on
10 the desk and a computer." That's what she said. This is
11 the reason why, because she didn't see any paper on the
12 secretary's desk.

13 Then there was a question about regular business
14 hours, which had taken place long before October, long
15 before November. That issue was addressed with the
16 previous superintendent in an evaluation in August, long
17 before this transpired in November. It had nothing to do
18 with it.

19 The reason why I'm saying this to you is because
20 we now have to just judge the facts as they appear. Let's
21 just clear out all these other things. I know you've got a
22 whole bunch of things coming at you, but this is the truth
23 of it.

24 The next person you heard was Jackie -- Dr.
25 Rosswurm. I don't want to call her Jackie. Dr. Rosswurm.

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1 What did she tell you? She was simple and honest about the
2 fact that, "Look, I didn't do any investigation. I left
3 that to two individuals. I left that to Ms. Walton and Ms.
4 White. They did it." That's what she said: those two
5 individuals. That's a simple understanding. She's the
6 acting superintendent. She can't go down there and do all
7 those things.

8 But what didn't she tell us? Remember when
9 Fatima asked her that simple question about, "Well, did you
10 see the contents in the safe? Did you see?" It's a simple
11 yes or no. And she said, "Yes." And then she had to
12 impeach her. She had to go get her deposition and say,
13 "You gave this under oath, and when the question was asked,
14 you said no." And she asked her, "Where are you telling
15 the truth? Were you telling the truth then or now?" She
16 said, "Both times."

17 The truth is the truth all the time. It doesn't
18 change. That's the one constant. What changes is folks'
19 testimony when they're being less than truthful. How do
20 you know that? Because of all these depositions, all these
21 transcripts that you've got to get people up there to
22 remember. You have to judge their credibility, the way
23 they testify.

24 After Jackie, you heard from Barbara. Now, you
25 remember when they were being cross-examined? They could

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1 answer questions when they were being asked questions on
2 direct. It was clear. "Oh, yeah, I know that. I know
3 that happened." But when we asked them questions on cross,
4 how did they act? Simple questions, just yes or no.

5 Remember Barbara Williams, the bookkeeper for
6 many years? Documented everything. She said that she
7 would see these two teachers go into Mr. Shaw's office all
8 the time, and she even gave a statement to the HR person at
9 the district, saying these two teachers were a lady by the
10 name of Sonia Merrick and Dawn Summers (sic). She said,
11 "Oh, I'd see them go in there and deal with Denise Gibbo."

12 That's what she said; okay? She said she had all
13 these complaints. Now, you're a 30-year educator. You're
14 a 30-year vet of bookkeeping in Beaufort County, a 30-year
15 employee with Beaufort County School District. You have
16 all these complaints about the principals, and she worked
17 for several.

18 You didn't know to document anything? In a case
19 like this, you didn't document to -- to anybody at the
20 district office? You never sent one email to your boss?
21 You never just gave them a letter, saying, "Hey, we have
22 problems"? Documentation kills all conversation. We
23 wouldn't even be here if this stuff was documented. She
24 wrote no letters. And the only thing she could do while
25 we're fighting for this man's livelihood is to come in here

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1 and say, "I told him that." With thirty years in the
2 system, you told them. Okay.

3 Then, we talked about another -- well, we had
4 another witness to come in. That witness was Ms. Sonia
5 Merrick. Sonia Merrick. Why is Sonia Merrick important?
6 Because Barbara Williams told you this lady named Sonia
7 Merrick and Dawn Summers (sic) spent a lot of time in his
8 office, dealing with Denise Gibbo and transferring money.
9 She couldn't see the money, because the money was in a bag,
10 but there was some kind of transaction was going on. Okay.

11 Now, Sonia Merrick's name has been listed in
12 every violation we've talked about in this case. Every
13 last one was committed by a teacher with the name Sonia
14 Merrick. The other person, she said, was Dawn Summers
15 (sic) that committed them.

16 Okay. But what did Sonia tell us? Sonia came in
17 here, and she said, sure, she committed the act. There was
18 no denying that. She said nobody reprimanded her, but this
19 is a serious act that we're going to terminate somebody
20 over. She said she did it. And she -- do you remember how
21 she testified on direct, when she came in here? She said,
22 "I was teacher of the year." I went to school, and I did
23 all this. I was teacher of the year."

24 Okay. Did you get your handbook?

25 "Oh, I got it and threw it on the shelf. I never

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1 read it." You were dealing with money at a school. You're
2 an employee of the school district. There is a handbook,
3 not only from the district's office. There is a handbook
4 that the bookkeeper in your school put together for every
5 staff member. You never read it, but you were handling
6 money.

7 Remember, we are judging character. We are
8 judging the character and credibility of people on this
9 witness stand. And something else happened, because there
10 was testimony that she was asked to tell the truth about
11 all the financial actions that had gone on. And do you
12 remember when Fatima was cross-examining her and said,
13 "Well, is she on the stand?" She's always on the stand.

14 But what didn't she tell us? Those are the
15 important things. When they went out there to do an
16 investigation about the policies and procedures, as Ms.
17 White clearly stated, "I was only there to deal with the
18 infractions, the policies and procedures." What were you
19 doing in terms of financing? What she did was say, "I did
20 these violations, and Mr. Shaw told me to do it." But what
21 she didn't tell you is how, after Mr. Shaw had been removed
22 from the school, she attempted to continue these violations
23 and had to be called back.

24 That's a credibility issue. Why didn't you just
25 tell us that? She had to be called back into the school.

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1 Shaw is gone. He's out of the building. How about tell us
2 about that? In fact, tell us about, "Oh, he is now
3 removed. I walk up with a big bag of receipts. I'm an
4 educated lady. I'm a teacher. I'm teaching kids to follow
5 instructions every day. I'm taking money in and out of
6 this school, but I don't read the policies and procedures
7 handbook. I put it on the shelf." Okay.

8 Then we talked to Ms. Phyllis White. Ms. White
9 said her job was to deal with financial issues. She went
10 out there to see if the policies and procedures had been
11 violated. That was all she was there to determine. "Not
12 who did it, just -- I'm just going to find out if policies
13 and procedures have been violated." Well, how could you do
14 that without finding out who did it?

15 She listed 10 infractions, 10 violations. Ten.
16 And here today, I asked her -- because she recommended to
17 this board on Friday terminating, I asked her, "Well, what
18 evidence do you have, other than the testimony of the folks
19 you caught violating the handbook, that Mr. Shaw did any of
20 it?" She said, "Nothing. I don't have anything." But she
21 knew that in December. How did she know that? When you
22 look in that handbook, read the police report. There are
23 no -- there's no big criminal case here. There's no
24 fraudulent intent.

25 And she made a big to-do about a PTO -- "PTO"

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1 being placed on the check with Hilton Head -- McCracken
2 school's name on it. Mr. Shaw did not start that account.
3 And I asked her, "Well, wasn't that account established in
4 1999? In 1999, while the PTO wasn't active." And then we
5 had a big discussion about interpretations of activity.

6 But here's the truth. If you are investigating
7 something as important as this, why didn't you get all of
8 the facts? I said, "Did you talk to any other teachers in
9 the school, any other individuals?" Why would she do that?
10 You're coming down for district complaint. Your supervisor
11 is sending you over to McCracken to investigate this money
12 situation, but you don't ask but Dawn Summers (sic), Sonia
13 Merrick, Joe Warfield, and Barbara Williams questions about
14 all of these big infractions of violations that are taking
15 place. Ask yourself why. What is the evidence?

16 And remember I asked her, "Well, did you receive
17 any notices from Barbara Williams or anybody in your
18 department?" And remember what their responses were about
19 that? I mean, you don't think it's important to check with
20 your staff to know that, coming to this hearing? And when
21 she was on that stand, do you remember how many times, for
22 simple questions, we had to go and get the deposition and
23 have her read it? Because she said -- when you go back and
24 look at that report she submitted, this is key. She used
25 words like "so-called." It is either you had a PTO account

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1 or you didn't.

2 A so-called PTO.

3 "Well, do you know if any officers are involved?"

4 "I don't know of any officers." "Do you know if Denise
5 Gibbo was an officer?" "I don't know." Well, how could
6 you determine that it was "so-called?"

7 And then, in her deposition, when I asked her
8 that question about, "Now, didn't Mr. Shaw answer all of
9 your questions you asked him?" Simple questions. "Do you
10 have a lockbox?" "No." "Who does the lockbox belong to?"
11 "Denise Gibbo." "Do you have a key?" He said, "Probably."
12 "Did you instruct your staff to give money to Denise
13 Gibbo?" "No. No." She said, "Oh, I thought that was not
14 forthcoming." You don't like the answers that you're
15 getting, so somebody is not forthcoming.

16 But let's go on, because this is the state's
17 case. And then you heard testimony from Mr. Moss. Mr.
18 Moss said he had been in the district all of 16 days when
19 this occurred. Two of those days, he met with Mr. Shaw.
20 Now, I don't know what he was doing 16 days into the new
21 district, but he said he had time to meet with Mr. Shaw
22 twice.

23 He said one -- when I said -- now, he is an
24 educator, a superintendent for 30 years. I said, "Well,
25 how long did you meet with him?" "Huh. Um." What did he

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1 say? "It was lengthy." I said, "An hour?" "Well,
2 lengthy." "Two?"

3 You're about to terminate a man.

4 Then, two days later, he calls him back. And I
5 said, "Well, how long was that meeting?" "Brief." "And
6 that was the meeting that you terminated him?" "Yes."
7 "So, in 16 days, you found all of these infractions. Did
8 you do an investigation?" "No."

9 Then I said, "Well, where is that letter that you
10 wrote to Mr. Shaw, informing him?" "I didn't do that. It
11 didn't happen under my watch." "But you were his
12 supervisor, terminating him. You are recommending
13 termination."

14 Now, why is that important? Because do you
15 remember that letter earlier? Do you remember that letter
16 we were up here arguing about that came from the
17 superintendent? Okay. He said that super -- that that was
18 addressed, probably, but no one could prove that email came
19 from Dr. Truesdale. And then we said, "Jackie?" And he
20 said, "No, it did not come from Dr. Rosswurm." I
21 apologize.

22 Okay. So, if those letters didn't come from Dr.
23 Truesdale, and we don't know if it went out from Dr.
24 Truesdale, and it wasn't written by Dr. Rosswurm, then
25 there was no letter written by this superintendent to

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1 correct any actions that this man took.

2 But I want to tell you something that is more
3 important than all of that. When you look through that
4 evidence, when you go back there and look through those
5 books, you are terminating employees from the district.
6 There is no certificate of service. I mean, we are in here
7 writing serious letters to this man. Not one thing to
8 prove he received that documentation, not even a
9 confirmation on email. Have they provided us with one
10 confirmation?

11 It is their case, not his. All they have given
12 you up to this point is a bunch of hearsay, undocumented
13 incidents about some employees that worked under this man.
14 They've given you no concrete evidence to establish he had
15 anything to do with those transgressions whatsoever.

16 Now, let me tell you who you should pay attention
17 to. Do you remember that first young lady that came in
18 here for the respondent's case, Ms. Sherie Bush Sturgis?
19 She came in here, and what did she tell you? "I've been at
20 the school for a while, years. At the beginning of school,
21 we always had orientation, and there's always a handbook
22 that comes out to us, and I read it. And why someone
23 wouldn't read it and don't know the rules, I don't know."

24 Then you heard from Mark Dievendorf. He told you
25 that, in all of his working with Mr. Shaw, Mr. Shaw always

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1 appeared to be a professional man, and they spent a lot of
2 time together. Then you heard from Mike Sanz, and he said
3 the same. "He's a professional man, and we spent a lot of
4 time together."

5 Ladies and gentlemen, in an educational system,
6 documentation kills all conversation. You have to ask
7 yourself when you are looking at those documents, "Where is
8 the proof? Where is the proof that they ever sent that to
9 Mr. Shaw? Where is the proof that Mr. Shaw ever got that?"
10 And this is very important, because you had testimony from
11 human resources in here, claiming people made phone calls
12 and this and that. Well, this is the Beaufort County
13 School District. It takes five minutes to pull phone
14 records up to prove that call was made. That person wasn't
15 here.

16 Ask yourself, who didn't they bring in? They
17 didn't bring in Ms. Sturgis. Maybe they didn't like what
18 she was going to say, but Barbara Williams testified that
19 there were three people dealing with money all the time.
20 She said Dawn Sumner, Sonia Merrick, and Sherie Sturgis
21 Bush. She said Sherie was the only one that followed
22 policies and procedures. Why didn't they call her? Why
23 didn't they get Denise Gibbo in here? Why didn't they get
24 all these people that were allegedly involved in this case
25 here?

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1 I'm going to say this before I retire to my seat,
2 and that is this. On November the 8th, 2012, the decision
3 to terminate Phillip Shaw had already been made before Dr.
4 Rosswurm and Ms. Walton ever arrived at HE McCracken
5 school. That is why all of these actions you see today
6 happened after that date. Read those letters. November
7 8th, there was no documentation. No letters were written.
8 It all started after that date. And then look what they
9 are writing him about. How do you know it all started
10 after that date? Look at the evidence that's provided.
11 You will find no emails, no phone calls, no documentations
12 to him.

13 I am going to conclude, and this is the last time
14 you will hear Phillip Shaw's side of this matter. When you
15 go back to retire, Phillip Shaw only asks that you do
16 what's reasonable, that you do what's fitting, and that you
17 do what is just and sufficient. We thank you.

18 MR. WILLIAMS: Mr. Chair and members of the
19 Board, on behalf of the administration, I would like to
20 thank you for the time and attention you've paid during
21 this hearing. I appreciate the professionalism from
22 opposing counsel.

23 I've heard you, Mr. Chair, several times, when
24 you've talked about closing statements, you've reiterated
25 the word "brief." And so I am going to try not to violate

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1 that, but again, I am an attorney, so you know how that
2 goes.

3 I want to give this full board a reminder of
4 something that Ms. Fawley said in her initial statement,
5 and I think, sometimes, it's very easy to get lost over the
6 course of the hearing that took a day and a half about what
7 the real issues are. So I want to bring it back to where
8 we started.

9 This hearing, this day and a half of proceedings,
10 has been about one employee in this district, and that
11 employee is Phillip Shaw. And it's been about one issue,
12 and that is, are there good and sufficient reasons for Mr.
13 Shaw's termination? There's a lot of questions about other
14 employees. You heard that even from witnesses today. So I
15 think it's important for you to remember, that's the issue.

16 Mr. Duff will be with you when you deliberate,
17 and he will tell you what the law is. I will to you my
18 understanding of the law. There are two statutes that are
19 involved: 59-19-90, section 2, which says it's the duty of
20 the board to discharge an employee when good and sufficient
21 reasons present themselves."

22 And the second provision, which is very important
23 because it's a different provision than that cited by Mr.
24 Bush in his closing, is section 59-25-430. Not section 29
25 -- 59-25-440, but 430, and those are different statutes,

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1 and they have different applications. Four thirty, which
2 is the statute that was referenced in the letter from Dr.
3 Moss to Mr. Shaw, deals with misconduct, and it says the
4 superintendent or board or district can discharge, at any
5 time, an employee when they engage in certain misconduct.
6 So it doesn't require you to put them on any type of
7 improvement plan, or anything like that. You can
8 immediately terminate an employee if you conclude they
9 violated their policies, they've been dishonest, etc.

10 So, when you go back to deliberate, keep in mind
11 this is not a 440 case. This is a 430 case, and the reason
12 you know that is, when you look at Dr. Moss's letter, it
13 specifically references section 430. So that's the law.

14 Now, I always have to get the law of it out, but
15 I don't like to admit this in all circumstances, but I will
16 admit it to this board. I am, at heart, a country boy. I
17 grew up in Nesmith, South Carolina, which is not a town.
18 It's a community. We don't have a stoplight or anything
19 like that.

20 So, a lot of times, once I get the law out, it
21 didn't comes back to your -- in your role as Board members,
22 the most important ability and skill you can exercise is
23 that of common sense. And I frequently have said to people
24 that common sense should be renamed because it's not always
25 all that common. When you consider the evidence that was

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1 presented in this case, I want you to ask yourself a
2 question when you are considering the evidence, initially,
3 from Mr. Shaw's perspective. "Does that make any sense?"

4 I'll give you some examples of what I'm talking
5 about. This case started, sort of, on November 7th, and
6 you heard from our witnesses -- and I'll get to the fact
7 that you didn't hear from Mr. Shaw in a second -- that Mr.
8 Shaw's explanation of what happened on November 7th was
9 that someone called him from the district office. He
10 didn't know who it was. He came back to meet with this
11 person -- or he thought he knew who it was, but he didn't
12 know who it was. He came back, and the person he thought
13 it was was not there, so he just left. Didn't follow up
14 with the person, just left. Does that make any sense?

15 You'd have to accept that Ms. Gibbo was
16 essentially running a bank out of Mr. Shaw's office.
17 You've heard testimony from the witness stand. Folks were
18 giving her money. She was giving them money and keeping
19 money stored in a file cabinet in Mr. Shaw's office, but he
20 is telling you or wanting you to believe that he did not
21 know this money was being kept in his office and cash was
22 being frequently exchanged out of his office. Does that
23 make any sense?

24 You'd have to accept that, although witness after
25 witness told you about how often Mr. Shaw and Ms. Gibbo

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1 were in his office, behind closed doors, almost every
2 witness from the school testified to that, that somehow she
3 was taking money from the student council folks, giving
4 money back to the student council folks, and he didn't know
5 that. Does that make any sense?

6 You would have to accept that Mr. Shaw had a
7 lockbox under his desk that had over \$600 in cash, personal
8 information to him, personal bank statements, and he didn't
9 know a thing about it. Does that make any sense? You
10 would have to believe that somebody, apparently Dr.
11 Rosswurm and Ms. Walton, were so out to get Mr. Shaw that
12 they are walking around with over \$600 in their pockets in
13 small bills, which they then put into Ziploc bags into this
14 lockbox under his desk. Does that make any sense?

15 You would have to believe that Dr. Rosswurm was
16 so out to get Mr. Shaw that, even after Ms. Walton and Ms.
17 White recommended that she terminate him immediately in
18 December, she decided she was going to give him another
19 chance and reassign him and to another administrative
20 position. So the decision was made in November,
21 apparently, to fire Mr. Shaw, but in December, Dr. Rosswurm
22 sent him a letter, saying, "We're going to give you a
23 chance to move to Right Choices in January." Does it make
24 any sense that Dr. Rosswurm was after him but yet rejected
25 the recommendation that he be terminated in December? Does

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1 that make any sense?

2 There's also a lot of talk about hearsay. You
3 heard Counsel talk about all this hearsay. All they had
4 was hearsay. Well, let me tell you what is not hearsay.
5 When witnesses walk into this room and sit at that table
6 and get sworn in and tell their story, that's not hearsay.
7 You heard witness after witness come into this room, sit
8 down, take the oath, and tell you their stories of what
9 happened in terms of their interactions at McCracken. You
10 heard from Sonia Merrick. You heard from Barbara Williams.
11 You heard from the district office folks, Phyllis White,
12 Dr. Rosswurm, Alice Walton. They had to -- because we had
13 witnesses sequestered, they all came from various parts of
14 this building to come and sit down at that witness stand
15 and tell you the truth. That's not hearsay. That is
16 direct evidence.

17 But what also is important is, as I told you,
18 those witnesses walked down the hall from many feet away.
19 There was another person in this room who could have very
20 easily taken a short walk and sat down at that table and
21 told you their side of the story, but you didn't hear
22 anything from Mr. Shaw, with not a long walk -- he had --
23 he would've had the shortest walk of any witness, but he
24 chose not to make that walk. And I would submit to you
25 that that is the fundamental issue with Mr. Shaw and what

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1 ultimately led to Dr. Moss to make the recommendation,
2 because he does not accept responsibility for his actions,
3 and so Dr. Moss ultimately concluded that is not the type
4 of person he wants as a principal in Beaufort.

5 So I've told you about what doesn't make sense.
6 Let me tell you about what my common sense tells me
7 happened. On November 7th, for whatever reason, Mr. Shaw
8 did not show up when Dr. Rosswurm and Ms. Walton wanted to
9 meet with him. That set into motion this chain of events
10 where they then went, the next day, and met with him, and
11 then they determined that there was money being kept in the
12 school, and the lockbox led to the greater investigation
13 that was done by Phyllis White, and they ultimately
14 determined that your financial policies were being violated
15 frequently at McCracken. That is what makes sense.

16 And after that, Mr. Shaw was placed on leave.
17 The investigation goes on. He was given an opportunity to
18 report to another assignment, and he just never cooperated
19 with the administration from that point forward. There
20 were always issues. The simple list of things. "Give us a
21 statement from a physician." If you look at the exhibits,
22 it's in -- it's in the evidence. It's underlined: a
23 physician. That took a month. "Give us a statement from a
24 physician." It took over a month to get just something
25 that basic from Mr. Shaw.

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1 Now, I'm going to say something to you that is a
2 little contradictory to what I have been saying all along.
3 I told you this hearing is about Mr. Shaw, and it is, but
4 the decision you make regarding Mr. Shaw's employment is
5 going to have ramifications beyond the walls of this
6 building, because it is going to send a message to your
7 community, to your administrators, and to your staff about
8 what you consider to be acceptable conduct.

9 Dr. Moss has done the job that you've hired him
10 to do. He came in, he assessed the situation, he met with
11 Mr. Shaw and ultimately determined, "This is not the type
12 of employee I want Beaufort," and his letter of July 18th
13 outlines those reasons. "He was dishonest with me. I
14 didn't believe what he was telling me. Policies were being
15 broken and not followed at his school, and as the building
16 principal, ultimately, the buck stopped with him."

17 As Barbara Williams said, she made those reports
18 to him, and let's -- another one to file in the category of
19 does that make sense, everybody that testified about
20 Barbara Williams said she's by the book. Does it make any
21 sense that by-the-book Barbara Williams is seeing these
22 violations of policy, student council folks not bringing
23 her money, and she is not going to say something to Mr.
24 Shaw? Does that make any sense?

25 I submit the question -- the answer to every

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1 question I have asked in terms of Mr. Shaw's perspective
2 and does it make any sense is, "Absolutely not."

3 What does make sense is, when Dr. Moss came in
4 and met with Mr. Shaw, he only had one reasonable
5 recommendation that he could make under all these
6 circumstances. He had been given chances. He had met with
7 the district administration. He didn't follow through,
8 didn't follow your policy. He violated the financial
9 policies. He has been dishonest, and that left Dr. Moss
10 with only one reasonable alternative, and that alternative
11 it was to recommend Mr. Shaw's termination. And I believe,
12 this afternoon, you also have one reasonable alternative,
13 and that alternative is to uphold the superintendent's
14 recommendation that Phillip Shaw be terminated. Thank you.

15 CHAIRMAN EVANS: I'm going to need a motion to go
16 into executive session to deliberate.

17 MS. CORDRAY: I move we go into executive
18 session, Mr. Chairman.

19 MR. PAYNE: Seconded.

20 CHAIRMAN EVANS: Ms. Cordray made the motion,
21 seconded by Mr. Payne. Any discussion? We will go into
22 executive session. We will -- once we finish our
23 deliberations, we will come back out and take any action in
24 public session.

25 (Brief recess taken.)

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1 CHAIRMAN EVANS: I'd like to reconvene this
2 meeting of the Beaufort County Board of Education. Do we
3 have any action coming out of executive session?

4 MS. BUSH: We do, Mr. Chairman. Mr. Chairman, I
5 move that the Board uphold the superintendent's
6 recommendation that Mr. Phillip Shaw be dismissed from
7 employment with the Beaufort County School District
8 effective November 5th, 2013, based upon the testimony and
9 evidence presented to the Board during this hearing in this
10 matter, and that the Board issue an order to that effect.
11 I so move, Mr. Chairman.

12 CHAIRMAN EVANS: Do we have a second?

13 MS. CORDRAY: Second, Mr. Chairman.

14 CHAIRMAN EVANS: Ms. Cordray. Any discussion?
15 (No response.) All those in favor of the motion please
16 signify by raising their hand. (Evans, Cordray, Bush,
17 Beckert, Campbell, Kinton, Roth.) Opposed? (Orischak,
18 Rivers.) Do we have an abstention? (Anderson.) So, by a
19 vote of eight to one, the recommendation is upheld, and I
20 think we're done.

21 (WHEREUPON, this proceeding was adjourned at
22 approximately 4:05 p.m., Monday, November 4, 2013.)

23

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1 STATE OF SOUTH CAROLINA

2 COUNTY OF BEAUFORT

3
4
5 CERTIFICATE OF COURT REPORTER
6
7

8 I, Matthew Hazen Anderson, Court Reporter and Notary
9 Public in and for the State of South Carolina, do hereby
10 certify that the foregoing four hundred fifty-five (455)
11 pages of typewritten testimony were taken down by me, and
12 then transcribed by me; that the same is a true, correct
13 and complete transcript of the proceedings as stated in the
14 caption.

15 I further certify that I am not of kin nor counsel to
16 any of the parties hereto, and, further, that I have no
17 interest whatsoever in the outcome of said proceedings.

18 IN WITNESS WHEREOF, I have hereunto set my hand and
19 seal this 1st day of January, 2014.
20
21

22
23 _____
NOTARY PUBLIC FOR SOUTH CAROLINA

24 My Commission Expires

25 April 25, 2021



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Notary Certificate

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Beaufort, South Carolina

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** REPORTER'S NOTE **
Denotes exhibit admitted but not mentioned

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1 State of South Carolina) Court of Common Pleas
 2 county of Beaufort) No.: 2013-CP-07-03048

3
 4 Phillip C. Shaw,)
 5 Plaintiff,)
 6 vs.) HEARING
 7 Jeffrey C. Moss, Ed.D.,)
 8 Defendant.) October 7, 2014
 9 _____)

10
 11
 12 Hearing reported by Deborah S. Thomas,
 13 Certified Verbatim Reporter and Notary Public in and
 14 for the State of South Carolina; said hearing held
 15 before the Honorable Marvin H. Dukes, III, Beaufort
 16 County Master in Equity and Special Circuit Court
 17 Judge in accordance with the South Carolina Rules of
 18 Civil Procedure, at the Beaufort County Courthouse,
 19 102 Ribaut Road, Room 212, Beaufort, South Carolina,
 20 on October 7, 2014, at the hour of 10:06 a.m.

21 _____
 22 ABACTIS REPORTING SERVICES
 23 15 Argent Way
 24 Bluffton, South Carolina 29909
 25 (803) 206-7390

1 Appearances

2 Representing the Plaintiffs:

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4 611606.txt
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12
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2	Teacher Handbook 24
3	9/5/12 Letter w/a 25

* * * * *

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1 This hearing is taken in accordance
2 with the South Carolina Rules of Civil Procedure.

3 JUDGE DUKES: Good morning then. We
4 are here on Case 13-CP-07-03048. This is Phillip
5 Shaw versus Jeffrey Moss. This is an appeal from a
6 dismissal action of the former principal of H.E.
7 McCracken Middle School. So I'm happy to hear from
8 you.

9 MS. ZEIDAN: Good morning, Judge
10 Dukes. Fatima Zeidan for the Appellant in this
11 matter, Phillip Shaw. Your Honor, Phillip Shaw,
12 it's already been stipulated that he was the
13 principal of H.E. McCracken Middle School. He's a
14 20-year veteran educator. And he came to District
15 in 2006.

16 On November 8th, 2012, he was placed on
17 administrative leave from H.E. McCracken and was
18 subsequently recommended for termination on

19 July 18th, 2013, by Superintendent Jeffrey Moss.
20 This recommendation was given to him in the form of
21 a letter. And it was also given to the Board of
22 Trustees which ultimately held an evidentiary
23 hearing November 1st and 4th of 2013. So roughly
24 about a year ago.

25 what governs this proceeding is the South

6

1 Carolina Teachers Employment Act. And -- Teacher
2 Employment and Dismissal Act. And it was codified
3 at Section 59-25-410 to 530. Now, this Act governs
4 the employment and the dismissal of all continuing
5 contract certified teachers in the South Carolina
6 public school system.

7 And amongst other things it gives the
8 Board the authority to employ and to terminate them
9 when good and sufficient reasons for doing so
10 present themselves.

11 In this particular matter Phillip Shaw was
12 terminated under Section 59-25-430. And that
13 specific section of the Act provides that any
14 teacher may be dismissed at any time who shall fail
15 or who may be incompetent to give instruction in
16 accordance with the directions of the superintendent
17 or who shall otherwise manifest any evident
18 unfitness for teaching.

19 And it goes on to talk about provided
20 however that notice and an opportunity shall be
21 afforded for a hearing prior to any dismissal.
22 There is no contest that a notice was given and a
23 hearing was held.

24 The key words in that statute is -- words
25 are manifest any evident unfitness for teaching.

7

1 And the code goes on to give some examples. It says
2 evident unfitness for teaching is manifested by
3 conduct such as but not limited to the following;
4 persistent neglect of duty, willful violation of
5 rules and regulations of the District Board of
6 Trustees, drunkenness, conviction of a violation of
7 the law of this state, of the United States, gross
8 immorality, dishonesty, illegal use, sale, or
9 possession of drugs or narcotics.

10 Now, this is the section that allows for
11 the immediate termination of a teacher. And other
12 deficiencies or shortcomings of a teacher that does
13 not amount to evidence of -- manifested evidence of
14 unfitness, those teachers have to be terminated
15 according to another section.

16 And that section is 59-25-440. And that
17 section allows whenever there is reason that may
18 lead to a teacher's dismissal, that teacher is to be
19 given notice, put on an improvement plan, and given
20 a reasonable time to improve that behavior.

21 One of the very first -- our very first
22 argument in this case is that Phillip Shaw was
23 unlawfully terminated under the wrong section of the
24 code. We feel like -- we contend, excuse me, that
25 there was no substantial evidence, and I will get to

8

1 those key words in just a moment, that warranted --
2 that warranted any evidence of unfitness for

3 teaching in this matter.

4 And that in the alternative Phillip Shaw
5 should have been terminated or recommended for an
6 improvement plan under Section 440.

7 Judge, the courts have upheld immediate
8 termination in some circumstances. And in our brief
9 we detail certain cases such as the Hall case where
10 the Court of Appeals said that a teacher -- you
11 can't just have a general misconduct. It has to be
12 something that demonstrates -- specifically
13 demonstrates the unfitness for teaching.

14 In the Kaiser case, which is very -- a
15 standard in these type of proceedings, the South
16 Carolina Appellate Court stated that immediate
17 termination can only be upheld where there is --
18 where evidence of unfit teaching is undeniably and
19 abundantly present.

20 In the particular matter at hand, Your
21 Honor, Phillip Shaw was terminated -- his
22 termination was upheld by the Board of Trustees.
23 And the Board of Trustees adopted the termination
24 letter of July 18th, 2013, of Superintendent Moss.

25 I would like to go through this

9

1 termination letter in detail because if this is what
2 they used to uphold his termination, we don't
3 feel -- and the standard of course is substantial
4 evidence. We don't feel that this termination
5 letter nor the evidence presented in support of the
6 termination letter provided substantial evidence of
7 any evident manifestation of misconduct or unfitness

8 for teaching.
 9 Now, the first couple pages of the
 10 termination letter, the first two pages -- excuse
 11 me.
 12 JUDGE DUKES: Now, do you intend to
 13 make that an exhibit?
 14 MS. ZEIDAN: Yes.
 15 JUDGE DUKES: And do I have one
 16 somewhere?
 17 MS. ZEIDAN: You do, Your Honor.
 18 It's in our --
 19 MR. WILLIAMS: It should be in both
 20 of ours.
 21 MS. ZEIDAN: Yes.
 22 JUDGE DUKES: Okay. Have I got your
 23 brief? I don't know if --
 24 MR. WILLIAMS: I e-mailed it
 25 yesterday, but I think I have an extra copy.

10

1 JUDGE DUKES: An extra copy would be
 2 helpful because I don't --
 3 MS. ZEIDAN: I'll go ahead and just
 4 make this Exhibit 1.
 5 JUDGE DUKES: So I assume it's
 6 Plaintiff's 1 without objection then since everybody
 7 wants it in.
 8 MR. WILLIAMS: No objection.
 9 JUDGE DUKES: Okay. Let Deborah mark
 10 it before we start again.
 11 (MARKED PLAINTIFF'S EXHIBIT NO. 1.)
 12 JUDGE DUKES: All right. So it's

13 Plaintiff's 1 without objection.

14 MS. ZEIDAN: Yes.

15 JUDGE DUKES: Which is also marked
16 Complainant's Exhibit 45 and it's dated July 18th,
17 2013. So go ahead, please.

18 MS. ZEIDAN: All right, Your Honor.
19 In this -- Moss recommended Shaw's termination to
20 the Board for the reasons lineated in this letter.
21 And subsequently the Board adopted this letter and
22 adopted Moss' findings in upholding Shaw's
23 termination.

24 On Pages 2 and 3, it details 10 different
25 financial violations of policy and procedure that

11

1 was identified at H.E. McCracken Middle School.
2 Now, it's important to note that these violations
3 were determined to have ultimately been committed by
4 two Student Council teachers, teachers that were
5 sponsors of Student Council, and a secretary at H.E.
6 McCracken Middle School.

7 The first one -- and I'm not going to have
8 to -- going to sit and read these verbatim down the
9 line, but none of these particular violations assert
10 that Phillip Shaw kept money, took money in from
11 students. They don't assert that he arranged this
12 transaction -- these transactions. They don't
13 assert that he even took part in these transactions.

14 The only thing that these 10 violations
15 state is that these are financial policies that are
16 being violated at the school.

17 Of particular concern -- excuse me, Your
Page 9

18 Honor. If you will flip to Page 4 of that letter?

19 JUDGE DUKES: Okay.

20 MS. ZEIDAN: So in addition to the 10
21 different financial violations that they found in
22 the school, which we will get back to, Dr. Moss also
23 found, in relevant part, that in addition to
24 financial concerns based on the responses you
25 provided to me I've concluded that you did not

12

1 comply with the administration's directive not to
2 communicate with faculty and staff members of H.E.
3 McCracken Middle School during your leave as they
4 would be potentially be witnesses in the District's
5 investigation.

6 Your Honor, Moss goes on to opine that
7 while there was no specific evidence that Shaw spoke
8 with anybody, he concluded that based on responses
9 from Shaw's -- or comments that Shaw made that he
10 had to have communications with someone. And he
11 felt that Shaw violated the spirit of the directive
12 given when a secretary, Ms. Gibbo, had conversations
13 with his wife.

14 So that is a reason that he gave to the
15 Board for Shaw's immediate termination.

16 The next paragraph talks about discussions
17 with the local newspaper. And, again, that
18 paragraph or that assertion by Dr. Moss does not
19 make any definitive conclusions. Shaw -- excuse me.
20 Moss states, however, after reviewing the
21 information reported in the newspaper and comparing
22 it to statements I have concluded. Basically he

23 drew a conclusion from the information provided that
24 Shaw gave some information to a local newspaper.

25 The reason I bring out those two

13

1 paragraphs is because neither of those provide any
2 substantial evidence that manifest an unfitness for
3 teaching. Any conclusion that you may draw or any
4 type of assumption that you have about someone
5 without backed by evidence should not be held to the
6 standard of evidence manifest -- excuse me.
7 Evidence of unfitness for teaching. There was no
8 evidence in this particular paragraph.

9 JUDGE DUKES: Can I interrupt you for
10 a second and ask another question on the code?

11 MS. ZEIDAN: Sure.

12 JUDGE DUKES: First of all, the
13 section that includes the unfitness for teaching is
14 which section?

15 MS. ZEIDAN: 430.

16 JUDGE DUKES: That is 430. All
17 right. And then we talked earlier actually before
18 we came on the record as to whether or not an
19 administrator is a teacher under the definitions of
20 this code. And I think that is stipulated that an
21 administrator is a teacher; is that correct?

22 MR. WILLIAMS: That's correct.

23 JUDGE DUKES: My next question then
24 has to do with definitions and duties of a teacher.
25 Is there a definition or something under this

14

1 particular code that spells out what the duties of a
2 teacher as defined under this code are?

3 MR. WILLIAMS: Not that I'm aware of.

4 MS. ZEIDAN: I'm not aware of that
5 either.

6 JUDGE DUKES: Okay. All right.
7 Thanks. Go ahead. I apologize for the
8 interruption.

9 MS. ZEIDAN: Okay. Your Honor, the
10 letter then went on to discuss that Shaw was
11 purposely insubordinate because he did not provide a
12 physician statement until requested the second time.
13 And it went on just to give some generalizations
14 such as I feel like the -- excuse me. Apparently
15 your poor overall add industry active judgment in
16 the handling of matters, including the apparent
17 delegation of authority you gave to your secretary,
18 things of that nature. Some generalizations that
19 Moss drew led to his recommendation of termination
20 to the Board of Trustees.

21 Your Honor, it's important to note that
22 again none of the 10 financial allegations lineated
23 in the termination letter contend that Shaw ever
24 used, possessed, arranged, or was involved in any of
25 those violations -- financial violations.

15

1 what they stem from is basically an
2 arrangement that student council had with the P.T.O.
3 Your Honor, at the hearing substantial evidence was
4 taken on this matter. And it appeared from one of
5 the witnesses who was a P.T.O. sponsor -- I'm going

6 to go ahead and enter in --

7 Judge Dukes, do you have a copy of the
8 record of the hearing?

9 JUDGE DUKES: I have a copy, but if
10 you want it to be a part of this record we can
11 either -- to keep the record as thin as possible
12 perhaps we could -- you could enter sections of it
13 if you wanted to. However you all would like to do
14 it. I don't want to --

15 MR. WILLIAMS: I think either
16 entering sections or referring to particular pages.

17 JUDGE DUKES: That would be fine.

18 MS. ZEIDAN: Referring to the
19 particular pages would be fine?

20 JUDGE DUKES: That would be fine.

21 Are there line numbers on there or just --

22 MS. ZEIDAN: Okay. I wasn't aware if
23 you had a copy. One second.

24 JUDGE DUKES: I do somewhere. Yeah,
25 here it is.

16

1 MS. ZEIDAN: Okay.

2 JUDGE DUKES: Yeah, it's already in
3 the court file. So if you wanted to just refer to
4 pages and line numbers, that would be fine.

5 MS. ZEIDAN: All right. Your Honor,
6 at the hearing it was determined that these
7 financial policy violations stemmed from an
8 arrangement that the student council organization
9 had with P.T.O. And on Page 236 witness Sonya
10 Merrick, who was a P.T. -- excuse me. A student

11 council sponsor discussed, starting at Line 9, what
12 would happen with proceeds from their fundraisers or
13 their events that they had.

14 The students and I would count it
15 together, and we would bring it to the front office,
16 turn it into Mr. Shaw's office where his secretary,
17 Ms. Gibbo, would take it from us. And she was
18 supposed to bring it to the P.T.O. where they were
19 to put it into their account for safekeeping.

20 In the testimony it appeared that Ms.
21 Gibbo was a secretary for H.E. McCracken, but she
22 was also a member of the P.T.O. She was serving as
23 treasurer. There was a P.T.O. account. Further
24 testimony by Sonya Merrick revealed that this
25 arrangement was set up -- and for the record I would
17

1 like -- Page 255 of the record at Line 21 talks
2 about problems that Sonya Merrick was experiencing
3 with the bookkeeper.

4 And it goes on for the next three pages to
5 Page 257. And 257 is significant because Sonya
6 Merrick testified that she didn't want to go to the
7 bookkeeper anymore. And that is why this P.T.O.
8 arrangement with student council was beneficial.
9 Again, Barbara Williams was the school bookkeeper.
10 And apparently there was some personality conflicts.

11 So just to back up a bit, the financial
12 violations that were cited against Shaw were
13 actually an arrangement that student council had
14 with P.T.O. Now, P.T.O. is an outside organization,
15 parent/teacher organization. It is a booster of the

16 school. It is not a part of the school. It is not
17 to be over -- it is not overseen by any
18 administrators of the school. It is just an outside
19 organization that supports and benefits the school.

20 And, Your Honor, we actually had testimony
21 from the Superintendent at the time that stated
22 that. And on Page 166 -- excuse me. 165, when she
23 was asked about it she admitted, number three,
24 P.T.O. operates as a separate organization.

25 JUDGE DUKES: Is that a stipulated

18

1 issue just from the school perspective, that the
2 P.T.O. is an outside organization.

3 MR. WILLIAMS: Yeah, I don't think
4 that was an issue that we would contest.

5 JUDGE DUKES: Okay.

6 MS. ZEIDAN: All right.

7 JUDGE DUKES: All right. So to the
8 extent -- and I don't know. Again, I'll have to
9 read their order. So is it accurate to say then
10 that it's the school's position that they didn't
11 consider this P.T.O. thing as part of the dismissal?

12 MR. WILLIAMS: I don't think their
13 concern so much was whether it was P.T.O. or not.
14 Their concern was whether or not money was being
15 kept in the school or whether or not the school's
16 procedure or the District's procedures for the
17 handling of monies was being properly followed.

18 JUDGE DUKES: Okay. But the -- okay.
19 All right. I think I understand. All right. Thank
20 you. Go ahead. And I again apologize for the --

21 MS. ZEIDAN: No problem, Your Honor.
22 And I will actually -- that led right to my next
23 point. In addition to these financial violations
24 just being cited -- this was a District
25 investigation at H.E. McCracken about these finances 19

1 and about what student council was doing. It
2 appeared to be concern from the administration that
3 Shaw was not abiding by certain established District
4 policies and procedures when it came to this money.

5 Of course, our position is is that since
6 P.T.O. was an outside organization and this money
7 was given to P.T.O. that Shaw wasn't supposed to be
8 overseeing this. And that Shaw -- these monies fell
9 outside of the gamut of District policy and
10 procedure.

11 Now, Your Honor, if I can just indulge the
12 court one moment, I want to go back. And, Your
13 Honor, in the -- at the hearing on Page 164 of the
14 record it was specifically asked of the
15 Superintendent -- of the lady, the witness that was
16 the superintendent at the time, who oversaw P.T.O.,
17 because this was a big issue.

18 And Line Number 15 on 164. At the school
19 level -- the question was, at the school level who
20 oversees P.T.O.? She answered, the principal is
21 involved in that. Question. Okay. I know he's
22 involved. Who oversees P.T.O.? A, or the answer,
23 he. He should be working directly with the P.T.O.
24 to make sure they understand the policies and
25 procedures they need to have in place as the P.T.O. 20

1 Question. Thank you. who oversees
 2 P.T.O.? She said, I guess I don't understand your
 3 question because I believe I'm answering it. The
 4 question again, Line 24, who oversees P.T.O.? who
 5 oversees P.T.O.? Response. On 165, Line 1, no
 6 response. So I asked the question, P.T.O. operates
 7 as a booster, don't they? And again on line three,
 8 P.T.O. operates as a separate organization.

9 And Line 13 basically describes the entire
 10 position of the administration. And it says as the
 11 principal of that school, he should be overseeing
 12 all that is going on in his school. So that was the
 13 assertion. That while these monies were being given
 14 to P.T.O., and P.T.O. is an outside organization of
 15 the school, they don't have a school account at the
 16 school. They don't have any school -- any policies
 17 or procedures as it applies to the school, anything
 18 that's lineated that he should know. And he should
 19 still be over P.T.O. because P.T.O. is involved in
 20 his school.

21 Basically just a general assertion that
 22 Shaw should be over everything that is affiliated
 23 with H.E. McCracken. Your Honor, as it pertains to
 24 the financial aspects and violations in this case,
 25 we contend that there is no substantial evidence of

21

1 any willful misconduct or any persistent neglect of
 2 duty or dishonesty on the behalf of Phillip Shaw.

3 If anything, it manifested a mistake or a
 4 misunderstanding of the rules as they applied to

5 P.T.O., but anything persistent and willful that
6 leads to immediate termination under this code, we
7 don't think so. We don't think that that should
8 apply.

9 Further, we don't feel like the general
10 assumptions of Dr. Moss as it relates to his
11 violating the spirit of a directive given warrants
12 substantial evidence either. And the court actually
13 agreed with us in the Hall case. And I believe you
14 have a copy of that, Your Honor, in the case Judy
15 Hall. I can provide a citation in one moment for
16 the record.

17 JUDGE DUKES: Let's see. I have
18 Kaiser which --

19 MS. ZEIDAN: Hall V. Board of
20 Trustees of Sumter County School District.

21 JUDGE DUKES: What number is it in
22 all the stack I've got here? Is it --

23 MS. ZEIDAN: They are actually in
24 order. I can provide you a copy of it because --

25 JUDGE DUKES: I think you have. I'm 22

1 just trying to find it here. Do you think it's
2 first in the stack?

3 MS. ZEIDAN: I believe it's the
4 fourth case.

5 JUDGE DUKES: Okay.

6 MS. ZEIDAN: Excuse me. The fifth
7 case, Your Honor. It's the fifth case in the stack.

8 JUDGE DUKES: Got it. Okay.

9 MS. ZEIDAN: Okay. In this
Page 18

10 particular case, this was a teacher, she was a media
 11 specialist, who was recommended for immediate
 12 termination because she did not stay at a hotel with
 13 students while chaperoning a trip. And she
 14 disobeyed administrative directive not to speak with
 15 anyone concerning the investigation or while the
 16 investigation was going on, a similar directive that
 17 was given to Phillip Shaw.

18 And the court specifically discussed this
 19 matter, insubordination, in this case. And what
 20 they stated was that, you know, while deciding
 21 whether the instructions were reasonable and lawful,
 22 it is undisputed that she disobeyed.

23 In this particular case we don't even have
 24 definitive evidence that Shaw disobeyed that
 25 directive because what the Superintendent found was

23

1 that he just disobeyed the spirit of it.

2 Nonetheless, the Court of Appeals found
 3 that we find this provides insufficient evidence
 4 that demonstrates evident of unfitness for teaching.
 5 So there in that ground for termination is therefore
 6 dismissed as a matter of law.

7 Again, the generality, the remaining
 8 contentions of Dr. Moss in this letter are all
 9 general, nothing specific. And as such we think
 10 that they don't weigh -- they don't rise to the
 11 level of substantial evidence needed that would
 12 provide anything of an evident of -- evident
 13 misconduct.

14 Excuse me. Not evident misconduct, but an
 Page 19

15 evident unfitness for teaching which is the standard
16 in this particular case.

17 JUDGE DUKES: All right.

18 MS. ZEIDAN: Your Honor, I do want to
19 discuss more. And not to, I guess, belabor the
20 point, but we do want to admit into evidence a
21 financial handbook. And, Your Honor, this is
22 significant because this was the handbook that was
23 prepared by the in-house bookkeeper. This can be
24 marked as Exhibit 2.

25 JUDGE DUKES: All right. Without

24

1 objection, Number 2.

2 MR. WILLIAMS: No objection.

3 (MARKED PLAINTIFF'S EXHIBIT NO. 2.)

4 MS. ZEIDAN: And according to
5 testimony presented at the hearing -- and, Judge
6 Dukes, I think you do have a copy of it, too, it was
7 an attachment. The relevance of that is is that
8 that was the teacher handbook that was given to all
9 administrators and teachers at H.E. McCracken Middle
10 School that was devised by the in-house bookkeeper
11 Barbara Williams.

12 And what is important about this is is
13 that nowhere in this financial handbook does it
14 state that money should not be maintained within the
15 school, that there should be no cash left in the
16 school. And, in fact, I think that that was one of
17 the issues that Shaw had -- that there was a lock
18 box that was containing some money and -- or that
19 there was cash that was being left in the teachers

20 or being housed. Again, there was nothing in this
21 handbook that says that cash cannot be left or any
22 certain amount of cash cannot be left in the school.

23 Your Honor, it's also important to note
24 for the record that Shaw was given an evaluation by
25 the Superintendent two months before he was removed 25

1 as the principal. And I would like to enter that
2 into evidence as well. And collectively this
3 document can be marked as Exhibit Number 3.

4 JUDGE DUKES: All right.

5 MS. ZEIDAN: And it is attached to
6 the attachments of the brief as Attachment D,
7 evaluation.

8 JUDGE DUKES: All right. Any
9 objection?

10 MR. WILLIAMS: No objection. I
11 believe it's also part of the hearing record as
12 well.

13 JUDGE DUKES: Okay.

14 MS. ZEIDAN: Yes, Your Honor.
15 Everything that --

16 MR. WILLIAMS: Everything was --

17 MS. ZEIDAN: Everything that is being
18 submitted is part of the hearing record or excerpts
19 of the hearing.

20 JUDGE DUKES: All right.

21 (MARKED PLAINTIFF'S EXHIBIT NO. 3.)

22 MS. ZEIDAN: Your Honor, in this
23 evaluation, and we won't go through it, but what the
24 evaluation stated, they found that Shaw was

25 proficient in lots of areas. They did not find that 26

1 he had any unfitness as a supervisor. They did not
2 find any cause to put him on any sort of improvement
3 plan.

4 And what that all goes back to is is that
5 Shaw never manifested an unfitness for teaching.
6 Again, anything that may have come up, any District
7 investigation, would amount to a mistake of
8 Mr. Shaw, but not to the level of evident of
9 unfitness which means a persistent neglect of duty,
10 willful violation of the rules or dishonesty.

11 And as such he was -- there was no
12 substantial evidence to uphold his termination. And
13 further, there was no reason that he should have
14 been discharged under this section of the code. And
15 there is a reason that there are two sections of the
16 code, Your Honor.

17 And when we look at it, it's the
18 legislative intent. We want to have something in
19 there that allows for immediate dismissal of
20 teachers that we need gone, for teachers or
21 administrators that do certain acts in the school
22 and we don't need them in there.

23 For everything else the legislature
24 contemplated this. And that is why they codified it
25 at 440 which you allows them to put teachers on an 27

1 improvement plan and give them substantial time to
2 change that.

3 It's also significant, Your Honor, that in
4 the record, according to Dr. Rosburn who was a
5 Superintendent at the time, that Shaw was not going
6 to be terminated initially. In fact, he was
7 actually re-assigned under Dr. Rosburn to another
8 school after the investigation was complete.

9 He did not show up to work at the other
10 school because he was on family -- on F.M.L.A.
11 leave. He was out on medical leave so he did not
12 show up. What doctor Moss did in comprising this
13 letter and recommending his termination to the
14 Board, Your Honor, and I do have excerpts of his
15 testimony that I do want to present to you.

16 JUDGE DUKES: All right. Hold on. I
17 can't look at everything at once.

18 MS. ZEIDAN: Yeah, I know.

19 JUDGE DUKES: We've got the letter
20 that we are talking about that is already Exhibit 1.
21 And now I'm going to flip back to the transcript.
22 Unfortunately it's not bound, so I have to be
23 careful with it here. So tell me which -- all
24 right. So I have both of those things. Go ahead.

25 MS. ZEIDAN: All right. Give me one

28

1 second, Your Honor. I do apologize. Okay. On
2 Page 377 of the record, Your Honor. And again,
3 Dr. Rosburn, was the superintendent until July 30th,
4 I believe, of that year -- excuse me. June of that
5 year, 2013. She initially had not recommended
6 Shaw's termination based on the findings.

7 On Page 377 at the hearing, Dr. Moss was

8 asked how many days were you -- when you arrived at
9 the District, how long had you been employed when
10 you wrote this letter to Mr. Shaw. And he answered
11 18 days. And then the question was asked, you
12 didn't personally go out and do any type of
13 investigation or talk with these people involved?
14 He said, that's correct.

15 The question was, he relied on information
16 that was given to you from Dr. Rosburn and Ms.
17 White, correct? He said, I relied on the
18 investigation data file. Sure. And the information
19 that was -- both of his personnel file and the
20 superintendent file and the lock box when you got
21 here, correct?

22 So it goes on to basically state in that
23 exchange that Dr. Moss did not do any independent
24 review or any independent investigation. He simply
25 looked at the file 18 days after being here and

29

1 decided that it warranted Shaw's immediate
2 termination now.

3 Your Honor, as such again we feel like he
4 was unlawfully terminated under that section of the
5 code. The second reason for our appeal today is
6 because we found that the -- we contend the Board
7 unlawfully found good and sufficient reasons to
8 terminate Phillip Shaw.

9 Again, good and sufficient reason is the
10 standard at these evidentiary hearings. If all of
11 the evidence is good and sufficient, there are good
12 and sufficient reasons to terminate him, then we

13 should. The judicial standard review is whether
14 there was substantial evidence to uphold the good
15 and sufficient reason.

16 Again, Your Honor, not to go back through
17 the letter, but the District provided no substantial
18 evidence to show that any of the allegations against
19 Shaw were undeniably and abundantly present --
20 excuse me. Against Shaw undeniably or abundantly
21 manifested an evident unfitness for teaching as
22 intended by the General Assembly.

23 All of these things were issues that arose
24 in the school after an investigation. There was
25 nobody that was hurt by any of Shaw's actions.

30

1 There were no money that was missing from Mr. Shaw's
2 actions. There was never any -- or alleged actions.
3 There was -- or inaction. There was nothing that
4 happened as a result of this other than the school
5 found that violations of the financial policy
6 weren't being followed to a T or in accordance with
7 what they wanted.

8 Your Honor, I would like to move on to our
9 third contention in the appeal. And it's that the
10 Board unlawfully limited the testimony of a witness
11 called by the Appellant. And, Your Honor, again for
12 the record, we discussed statutory authority
13 previously. And Section 470 specifically -- the
14 title of it is request for hearing, time and place
15 of hearing, rights of teacher and determination by
16 the board.

17 And what this section does is it sets

18 forth some of the parameters of this evidentiary
19 hearing. In addition to giving time parameters of
20 the notice that has to be given, it specifically
21 states that the teacher has the privilege of being
22 present at the hearing with counsel, of cross
23 examining witnesses, and may offer evidence and
24 witnesses and present any and all defenses to the
25 charges.

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1 Your Honor, we feel that the board
2 unlawfully limited the testimony of a witness called
3 by the Appellant. And in the order they admit that
4 they did so limit this testimony. We feel that that
5 is unlawful. The Act itself grants, amongst other
6 things, any and all defenses to the charges.

7 Now, during the hearing Shaw presented the
8 defense of notice and bias to the Board. And to
9 illustrate the motive and bias of the previous
10 Superintendent Jacquelyn Rosburn, who initiated his
11 removal, placed him on administrative leave, and
12 oversaw the investigations that led to Moss'
13 termination, Shaw sought to introduce a witness by
14 the name of Mike Sands.

15 And what Mike Sands was there to do was to
16 present evidence of Rosburn's bias and motives
17 towards administrators that filed grievances or
18 complaints against those with whom she has a
19 personal friendship. It was established at the
20 hearing that there were some grievances filed by
21 Phillip Shaw against a certain guidance counselor of
22 the District.

23 And one of Shaw's defenses were that is
24 why all of these allegations are coming towards him.
25 That is why he's being recommended for termination 32

1 is because he filed complaints against someone who
2 was a personal friend to the Superintendent. So
3 Mike Sands, the witness, comes forward and he begins
4 to testify about the culture, how things are at
5 Beaufort County schools, the political type of
6 environment, and how that impacts teachers when they
7 have complaints.

8 Again, the Board found -- they limited his
9 testimony. They told him that he could not speak
10 about this. And that is unlawful, Your Honor, based
11 on the code. Not to belabor the point, but Phillip
12 Shaw had the opportunity -- the legal opportunity to
13 present any and all defenses, and they did not allow
14 him to do so by limiting the testimony of Mike
15 Sands.

16 And as such we feel that the Board's
17 determination should be reversed. Your Honor, the
18 court has well recognized the plain meaning rule of
19 the statute. It can't get any more plain than
20 present any and all defenses.

21 Your Honor, next we would like to touch on
22 this lock box. And as stated before, 470 grants
23 teachers the privilege of being present at the
24 hearing with counsel and of cross examining
25 witnesses amongst other things. So at the hearing 33

1 the District contended that they found a lock box in
Page 27

2 Shaw's office after he was removed.

3 And the lock box contained personal items
4 and it also contained \$600 cash inside the lock box.
5 At the hearing the District sought to allow Jeffrey
6 Moss to introduce the lock box into evidence and, of
7 course, Shaw's attorney's objected. There was an
8 objection to that.

9 And the objection was that first Moss was
10 unable to authenticate the contents of the lock box.
11 He was not a member of the District when the lock
12 box was found. He was not there when it was found.
13 He was not the one that inventoried the lock box.
14 The person that did, the school's safety officer
15 that did inventory the lock box, no longer worked
16 for the District. And at the time of the hearing
17 when depositions and such were going on for the
18 hearing, the District told us that they could not
19 locate the District -- Christopher Barrow. They
20 couldn't find him.

21 And so therefor his actual investigative
22 finding report was not allowed at the hearing.
23 There was a motion in limine filed by us, and the
24 School Board did not admit the investigative
25 finding. However they did allow Moss to then bring 34

1 the box into the evidentiary hearing and testify
2 regarding the contents.

3 Not only could he not authenticate it,
4 there was also an issue with the chain of custody.
5 And in that same exchange that I put on the record
6 with Moss, he admitted that he could not tell -- he

7 could not tell us who had access to the box before
8 he got here. He couldn't tell us who was able to
9 look in it. He didn't know. There was no chain of
10 custody. And we felt that that was prejudicial to
11 Phillip Shaw especially in light of the fact that
12 there was no investigative report at that time that
13 was being admitted to the Board.

14 Your Honor, this admission of evidence was
15 abuse of discretion amounted to an error of law that
16 prejudiced Shaw. And it's clear that it prejudiced
17 him because he was unable to cross examine the party
18 who initially opened the box, who inventoried it,
19 who completed the investigative report and secured
20 in all this time.

21 And the Board was clearly influenced by
22 the admission because they cited the lock box and
23 the contents there of as a reason for upholding
24 his -- the recommendation of the Superintendent.
25 And in this we feel that again his termination

35

1 should be reversed.

2 Lastly, Your Honor, we feel that the Board
3 unlawfully considered that Shaw did not testify at
4 the hearing in rendering their decision. And,
5 again, the standard for the Board is that they can
6 employ teachers and discharge them when good and
7 sufficient reasons for doing so present themselves.

8 And it has to be reason. In the Board's
9 order they specifically noted that they gave
10 significant -- it was significant to the Board in
11 its deliberations that Mr. Shaw did not testify on

12 his own behalf at the hearing. And that is improper
13 for several reasons.

14 First, the Board is charged with reviewing
15 the evidence and determining whether sufficient
16 reasons exist to warrant immediate termination of
17 the teacher. That is the statutory duty imposed
18 upon them. Shaw's decision not to testify is not
19 evidence and therefore should not have been
20 considered in that determination.

21 Further, the Act does not mandate that
22 Shaw testify. It doesn't even mandate that he be
23 present. So for that to be considered in rendering
24 a termination we feel is unlawful and as such we
25 feel that the decision of the Board should be

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1 reversed and Shaw should be reinstated to his
2 position.

3 Your Honor, we are here today because the
4 Administrative Practice Act allows judicial review
5 of agency decisions. And the School Board decisions
6 fall underneath that. Not only do we have to look
7 whether or not there was substantial evidence, we
8 have to look at whether there was any unlawful
9 procedures that were done.

10 And in this case we feel there is a
11 violation of both. We don't feel like there was any
12 substantial evidence that was presented by the
13 District that warrant that Shaw maintained a
14 persistent neglect of duty or that he willfully
15 violated any rules or that he intentionally was
16 dishonest.

17 None of the matters that were against him
 18 that were brought forth, the charges if you will
 19 against him, manifested an evident of -- what is it?
 20 Excuse me. Manifested an evident unfitness for
 21 teaching. By the Board's -- the District's own
 22 admission two months prior, September 5th I believe
 23 was the date of that evaluation, he was a great
 24 instructor.

25 And teaching, the word teaching is very

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1 important, Your Honor, because the legislature had
 2 to contemplate at some point. Everybody is not
 3 administration material. And if an administrator
 4 fails in his duties as an administrator or as a
 5 principal or maybe does not need to be a principal,
 6 they find out that maybe this person is not cutting
 7 it, there is an alternative. And that is why it's
 8 placed as teaching.

9 He can be put back into the classroom to
 10 reassign him. So that is why the standard is not do
 11 you manifest an unfitness to be a principal. It's
 12 manifest an unfitness for teaching. And we contend
 13 that Phillip Shaw, there was no substantial evidence
 14 for that and therefore he should have allowed if
 15 they wanted to remove him as principal that is fine,
 16 but he should have been allowed to continue his
 17 teaching career at Beaufort County schools.

18 Secondly, even if the substantial weight
 19 argument -- evident weight of the evidence argument
 20 is not persuasive to you, the School Board did not
 21 follow statutory lawful procedures in this matter.

22 They considered evidence that wasn't even admitted
23 when they considered Shaw's failure to testify at
24 the hearing.

25 They limited his witness when the statute 38

1 clearly gives them -- gives the teacher authority to
2 present any and all defenses to the charges. They
3 improperly allowed evidence of this lock box to be
4 submitted when -- I mean, the basis of any evidence
5 is to lay foundation, is to properly authenticate
6 it. And Moss could not do that as he wasn't even
7 employed with the District when the lock box was
8 determined. He didn't even speak with the fellow
9 that conducted the investigative report.

10 And we know that because at the time of
11 the hearing the District said they couldn't find
12 him. They couldn't locate him. That at that time
13 the District safety officer had been separated from
14 the District for a period of time.

15 So, Your Honor, all of these reasons we
16 feel that Phillip Shaw -- the decision of the Board
17 should be overturned. We feel like Phillip Shaw --
18 we contend that Phillip Shaw should be reinstated
19 with a teaching position or some type of position at
20 Beaufort County schools. And the code also allows
21 for back pay due to improper termination. And we
22 contend that Phillip Shaw should receive all of
23 those, Your Honor.

24 JUDGE DUKES: All right. Thank you
25 very much. You want to take a break before we start 39

1 or --

2 MR. WILLIAMS: No. No, sir. I don't
3 think I'm going to be quite as lengthy, but I'm
4 prepared to --

5 JUDGE DUKES: All right. Well, let
6 me see. Deborah, do you need a break? Okay. All
7 right. Go ahead.

8 MR. WILLIAMS: May it please the
9 Court formally, I'm Vernie Williams. I represent
10 the administration and specifically Dr. Moss in this
11 case. I'll start by saying that I think on three
12 general points of law have been cited and I agree to
13 make it easy for you, Your Honor.

14 We agree that 15-19-90 is the standard and
15 that the obligation -- it's an obligation of the
16 Board to discharge teachers, and in this case a
17 principal, when good and sufficient reasons present
18 themselves.

19 We also agree about 59-25-430 being the
20 statute that is involved in this case. And, in
21 fact, if you will look at Dr. Moss' letter to Mr.
22 Shaw when he initially recommended termination, he
23 specifically refers to in the second paragraph of
24 that letter 59-25-430.

25 And I think we also agree on the

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1 appropriate standard or review for His Honor to
2 consider in this case which is is there substantial
3 evidence in the record to support the Board's
4 decision.

5 And I think this is an important time to
6 add, Your Honor, that the cases that have looked at
7 these types of appeals have found that it's not a
8 looking at the facts and saying, well, I would have
9 made a different decision, but the substantial
10 evidence standard is in looking at the facts that
11 were presented to the Board was it reasonable for
12 them to have reached the conclusion, is there a
13 substantial evidence to support the Board's
14 decision.

15 And we would submit that in this case
16 there is -- there is more than substantial evidence.
17 The primary documents that I'll refer to, one of
18 them -- in fact, I think they are both documents
19 that Ms. Zeidan referred to; Dr. Moss' letter of
20 July 18th specifying the basis for the termination
21 and then the Board's order which largely adopted
22 those findings but also added some findings of their
23 own.

24 And you will note, 59-25-430, which is the
25 statute that's used when it's a misconduct case

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1 versus a poor performance case, which would be a 440
2 case, refers to violations of Board policy. Willful
3 violations of Board policy.

4 And if you will look again starting in the
5 second paragraph of Dr. Moss' letter, he refers to
6 Board policy or District policy which is H.R.S. 33.
7 And I'm not going to read the entire thing, but I'll
8 read those points that are relevant I believe to
9 this hearing.

10 It says, such conduct may include but is
11 not limited to, and then it specifically says
12 violating District policies or procedures. It also
13 says insubordination. Ms. Zeidan did not refer to
14 this in her presentation, but throughout the hearing
15 there was testimony presented about Mr. Shaw being
16 insubordinate.

17 And one simple example that was testified
18 to by Dr. Rosburn and Ms. Walton that actually got
19 this whole -- started this whole case rolling
20 so-to-speak was they had requested of Mr. Shaw to
21 return to the District office to have a meeting with
22 them. Mr. Shaw did not do that.

23 They had their secretary call and say to
24 Mr. Shaw come back for the meeting. And he said he
25 would, and he never showed up. And that was

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1 actually the impetus that led to this whole case
2 because based on his not returning for that meeting
3 at the District office, they went the next day to
4 meet with him at his school.

5 And one of the concerns that had come up
6 time and time again in the administration's dealings
7 with Mr. Shaw was they had asked him to remove his
8 secretary or the office manager, Ms. Gibbo, out of
9 his office into her own office. And he had not
10 complied with that directive.

11 So the interim Superintendent, Doctor
12 Rosburn after Mr. Shaw does not show up for this
13 meeting goes to his school the next day and begins
14 talking to him about one, why didn't you show up for

15 this meeting. And this is all in the record. And,
16 two, why haven't you responded to our request to
17 move your secretary's office out of your office into
18 her own office.

19 And he said something like I'm going to do
20 that or I'll do it. And they basically at that
21 point said, it's too late because we've given you
22 ample opportunity. That is in the record, there had
23 been some discussions with him about that issue.

24 A huge point in the case that led again to
25 the recommendation was once Mr. Shaw is put on

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1 administrative leave that day for not having
2 complied with the administrative's request to meet
3 with him and this issue with his secretary's office
4 being in his office, the interim Superintendent,
5 Doctor Rosburn gets a call from someone saying this
6 secretary/office manager has called me asking me to
7 leave Mr. Shaw's office open now that he's on leave
8 so that she can go in there and get this lock box.

9 Obviously that triggers a concern in the
10 interim Superintendent's head of what is going on
11 with this lock box. So she and Ms. Walton, who is
12 the District's H.R. director, go the next day to
13 McCracken and discover this lock box which had lots
14 of cash in it which led them to believe District
15 policies are not being followed as far as how cash
16 is to be handled in the building. So --

17 JUDGE DUKES: Now, the District
18 policies are based on what, exactly? Because I
19 heard the Appellant a minute ago, there is a

20 document here somewhere that I have that has --

21 MR. WILLIAMS: It's in the record.

22 It was introduced as an exhibit to Ms. Phyllis White

23 who is a chief financial services officer. It's

24 essentially like an accounting procedures manual.

25 And that actually is a policy that is referred to -- 44

1 if you look at Dr. Moss' letter on the second page

2 he starts getting into what the violations were.

3 And in each violation he refers to a specific

4 section.

5 It will say, for example, under numbered

6 Paragraph 1 it says cash receipts were being

7 accepted and not receipted in the bookkeeper,

8 Section 1.8.3, Page 12. There is actually a

9 document that is part of the record that lays out

10 how monies are to be handled in the school. And

11 that was in the record. And it was testified to by

12 several of the District's witnesses, but most

13 primarily Ms. Phyllis White who was a chief

14 financial services officer.

15 So whenever you see those 10 items that

16 are listed in Dr. Moss' letter that the Board

17 adopted and it refers to specific sections, those

18 are referring to the District's financial procedures

19 that employees are expected to comply with.

20 As you will see, in each one it refers to

21 a specific page of the policy that has been

22 violated. So that is, again, the impetus as to how

23 the whole investigation got started. Initially it

24 was intended to be a brief period of administrative

25 leave for, as Doctor Rosburn testified, for them to 45

1 figure out what was going on at McCracken. Once she
2 got this call about the lock box, it then led to a
3 greater investigation in which they found that
4 financial policies and procedures were not being
5 conducted -- were not being handled appropriately at
6 the McCracken under the leadership of the principal
7 Mr. Shaw.

8 And if you will -- in Ms. White's
9 testimony, again, she was the one who Dr. Rosburn
10 charged with conducting the investigation. And her
11 testimony -- I'll refer to the specific testimony on
12 Page 296 starting on Line 18. And I asked her --
13 again, this is back when she's testified about her
14 investigation and referred to the violations that
15 are referred to in Dr. Moss' letter of July 18th.

16 I said, and who did you ultimately
17 conclude was responsible for the financial policy
18 violations at McCracken? And her answer was, the
19 principal, Mr. Shaw. And I said, and why? Why did
20 you reach that conclusion? She says, part of good
21 internal controls is to have one person responsible.
22 And the one person responsible needs to have the
23 authority to make sure that policies and procedures
24 are being followed. The person responsible for
25 that -- for that building. Any principal of any

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1 building is responsible for the activities that
2 occur at the school. And so Mr. Shaw was
3 responsible to make sure for good internal controls
Page 38

4 that policies and procedures were being followed.
5 And it was evident that that had not occurred, so --

6 JUDGE DUKES: Now, let me follow
7 along here because I guess I'm trying to take this
8 all in. This short hearing.

9 MR. WILLIAMS: Sure. Again, we've
10 lived with it for a couple years. We understand
11 this is a lot for you to be digesting this morning.

12 JUDGE DUKES: Thanks. So the
13 timeline of this I guess the appellant here had had
14 sort of a favorable review 60 days or so prior to
15 all of this happening, but somewhere along the line
16 he had been asked or warned or ordered or something
17 about moving the secretary's office to a separate
18 office?

19 MR. WILLIAMS: Correct.

20 JUDGE DUKES: And some other things.
21 All right. So he hadn't done that?

22 MR. WILLIAMS: Right. And had also
23 been asked to return to the District office for a
24 meeting with the Superintendent and the personnel
25 director.

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1 JUDGE DUKES: And that was a one-time
2 thing. He missed a meeting?

3 MR. WILLIAMS: Correct.

4 JUDGE DUKES: Okay. So the secretary
5 didn't move out. He missed a meeting. These
6 financial things there was never any warning or
7 anything like that. Is that what I'm getting out of
8 this?

9 MR. WILLIAMS: That is correct
10 because they were not discovered until after the
11 other issues came up.

12 JUDGE DUKES: Okay. But there is no
13 allegation that he personally stole any of the money
14 or anything like that, is there?

15 MR. WILLIAMS: There is not an
16 allegation that any money was stolen. Part of the
17 issue is, Your Honor, and, again, I'm not accusing
18 anybody of doing anything, but part of the issue was
19 that the recordkeeping was such that there really
20 wasn't -- I don't think there would be any way of
21 proving that anyway. So there was no allegation
22 that it was stolen. It was more of a -- one of the
23 reasons you want to have good controls in place is
24 so that you can tell if money is missing.

25 JUDGE DUKES: Oh, sure.

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1 MR. WILLIAMS: Because randomly
2 stuffing money and into a lock box and into a file
3 cabinet it becomes a little tricky to tell if the
4 money is being properly handled.

5 JUDGE DUKES: I understand. But I
6 mean the money was found not in his wallet, but in a
7 lock box?

8 MR. WILLIAMS: In a lock box under
9 his desk, correct.

10 JUDGE DUKES: No problem. And I
11 understand there are certain evidentiary issues with
12 regard to the lock box, but there was no warning on
13 any of that. This says, we came in. We found he

14 was doing something wrong. He's out on the money
15 issues?

16 MR. WILLIAMS: Correct.

17 JUDGE DUKES: Okay. So, so far --
18 and I understand there is more.

19 MR. WILLIAMS: Okay.

20 JUDGE DUKES: But so far there is --
21 the only issue really that there was some sort of a,
22 hey, you need to clean up your act kind of letter or
23 warning was this -- your secretary's desk is in the
24 wrong room. It needs to be somewhere else. Is
25 that --

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1 MR. WILLIAMS: Correct. There
2 were -- the assessment that there were several
3 discussions with him about that.

4 JUDGE DUKES: Okay. All right.
5 Anyway. Go on. I'm just trying to hold the
6 timeline in my head.

7 MR. WILLIAMS: I got you. So after
8 that happens the investigation into the financial
9 practices is conducted. Ms. White does her report.
10 She actually recommended his termination at that
11 time which this interim Superintendent, Dr. Rosburn
12 decided not to terminate him at that time but to
13 reassign him. And this is when we got into
14 insubordination issues and not following directives
15 issues where he was not properly submitting
16 documentation in terms of his medical leave, which
17 was also set to testify to by Ms. Walton who is the
18 District's H.R. director.

19 And so he remained on administrative leave
20 for a significant period of time until the new
21 superintendent was hired. And one thing that is
22 very key, Your Honor, and this gets into what I was
23 talking about a little bit later when Ms. Zeidan
24 said the Board should not have considered his
25 failure to testify.

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1 when the Board is hearing testimony from
2 the District's witnesses about credibility
3 determinations that they made, that Mr. Shaw was not
4 honest to them, and he does not respond to that,
5 then I think the Board is within its discretion to
6 consider the information provided by the
7 administration about him and his lack of -- his
8 failure to respond to that information.

9 And in the case that I submitted it talks
10 about -- is more concerned with the Fifth Amendment,
11 but the point that that case makes -- which is in my
12 written material is that outside of the criminal
13 context, we are talking about the civil context, it
14 is appropriate to consider someone's silence or
15 someone's refusal to testify on their own behalf.

16 So if you will refer again to the letter,
17 Ms. Zeidan made several points about violating the
18 spirit. Violating the spirit of the directive not
19 to communicate with staff was the second part of
20 that. And this is on Page 3 of that matter.

21 And again, this is how -- this is one of
22 the ways that Mr -- or Dr. Moss concluded that Mr.
23 Shaw was not being honest with him. And dishonesty

24 is a basis for evident unfitness for teaching. He
25 says on the second full paragraph -- the first full 51

1 paragraph of that page, it says, for example, on
2 several occasions you referred to Ms. Gibbo telling
3 you that Chris Barrow -- Chris Barrow was the former
4 safety officer, had provided information to her
5 regarding the lock box.

6 So this is not -- the part about the
7 spirit was the second part when he talked about his
8 wife also having contact with Ms. Gibbo, but he also
9 said you had contact with Ms. Gibbo. So the very
10 same secretary who he had been asked to move her out
11 of his office and he had not -- he had failed to do
12 that, he was also directed not to talk to anybody
13 about the investigation while he was on leave.

14 And in his meeting with the Superintendent
15 to discuss these concerns, he refers to information
16 that he has received from that secretary. So it's
17 not just the wife talked to her. He said he himself
18 had talked to her. And this again led the
19 Superintendent to conclude -- and, again, the
20 Superintendent was there.

21 He has the right to make a credibility
22 determination. When he's meeting with an employee
23 trying to determine whether or not I'm going to
24 return this employee back to work, and in his
25 judgment the employee was not honest with him in 52

1 that meeting. And dishonesty is a basis for

2 concluding that an employee has manifested an
3 evident unfitness for teaching.

4 The other point that I will add, and this
5 relates to the financial matters because it Ms.
6 Zeidan's position that he didn't do anything
7 directly and he didn't have any willful knowledge.
8 There is testimony in the record from both the
9 school bookkeeper as well as a teacher that Mr. Shaw
10 was aware of what was going on.

11 The bookkeeper Ms. Williams testified -- I
12 believe that is at Pages 198 and 199 that she had
13 told Mr. Shaw that the policies were not being
14 followed. And the teacher who testified,
15 Ms. Merrick, testified at Pages 238 and 2013 about
16 trying -- her attempting to give money to Mr. Shaw
17 and Mr. Shaw refused to take the money and told her
18 to give it to Ms. Gibbo, the office manager.

19 So this concept about him not being aware
20 and there not being a willful violation, we would
21 dispute that and we would say that the evidence that
22 is in the record does not support that allegation.
23 The evidence that is in the record supports that
24 these violations were willful because Mr. Shaw as
25 the building principal in charge of the school

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1 allowed those violations to happen with full
2 knowledge.

3 So, again, in addition to the financial
4 things we have the issue of not coming back to the
5 meeting. We have the not following through in a
6 timely manner when the personnel director asked him

7 to just give me medical information. And the
8 correspondence would go back and forth and on and
9 on. And a month later he would finally respond to
10 the information that was being requested.

11 And then his general lack of honesty in
12 his dealings with the Superintendent. Him saying I
13 didn't talk to the media. The Superintendent based
14 on his review of the article and based on the
15 information that was shared to him by Mr. Shaw
16 concluded that he was not being honest.

17 And again, the Superintendent, just as the
18 Board, has the right to make those credibility
19 determinations when they are meeting with someone.
20 If you are meeting with someone, as the
21 Superintendent said, and he's continuing to give you
22 conflicting information within the course of one
23 meeting, if at one point he's saying one thing and
24 later on he's saying something else, the
25 Superintendent has the right to make a credibility

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1 determination that this principal is not being --
2 he's not being honest with me. He's being dishonest
3 which, again, is showing an evident unfitness for
4 teaching.

5 To respond to the concerns that Ms. Zeidan
6 raised, again the issue about the Board considering
7 his silence. I'm not aware of any authority that
8 says the Board can't consider his silence, but I'll
9 candidly tell you I've never had a teacher in this
10 type situation not testify on his or her own behalf.
11 So that was a new -- a new development.

12 But having said that, in the research that
13 I reviewed the weight of the authority seems to be
14 that that if it's -- unless it's a criminal matter,
15 you can consider someone's silence. So in the face
16 of evidence to the contrary, Mr. Shaw not
17 testifying, I think the Board was within its rights
18 to consider that non-testimony as evidence.

19 As far as the chain of custody, and this
20 is in the material that I have submitted to you,
21 even in criminal cases there is not a quote,
22 unquote, perfect chain of custody required. A lot
23 of it depends upon the kind of items you are talking
24 about.

25 In this situation we are talking about

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1 cash primarily and personal items of Mr. Shaw that
2 were in this lock box. Dr. Rosburn testified that
3 the material was secured at the District office. So
4 we believe when you consider the type of tribunal we
5 are talking about, the fact that it was secured --
6 there is testimony it was secured in the District
7 office and then presented at the hearing, it doesn't
8 have to be a perfect chain of evidence. We believe
9 that is a sufficient chain of evidence for that
10 document to have been -- for the contents to have
11 been admissible and testified to by Dr. Shaw.

12 With regard to the limiting of the
13 testimony, our position would be that any tribunal,
14 no matter what the hearing panel is or the court is,
15 has the ability to limit evidence based on
16 relevance. And if you will look at the Board's

17 order, there is a footnote about the testimony that
18 was being offered by Mr. Sands.

19 And it says, the Board found it necessary
20 to limit testimony of one of Mr. Shaw's three
21 witnesses, a former Board member and current
22 employee of the District who had no personal
23 knowledge of the case and who was presented for the
24 purpose of offering his personal opinion about the
25 negative culture within the District.

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1 So it would be our position that within
2 the statute, and within any statute that talks about
3 hearing and hearing rights there is always the
4 unspoken rule that evidence and testimony needs to
5 be relevant. And so the Board's essential
6 conclusion about Mr. Sands' testimony was that they
7 had to limit his testimony because it wasn't
8 relevant to the facts of the case.

9 He was talking about Ms. Ross -- Dr.
10 Rosburn, and as both sides have conceded, the
11 recommendation for termination wasn't even made by
12 Dr. Rosburn, she, in fact, had made a recommendation
13 that he be -- that Mr. Shaw be re-assigned. The
14 recommendation for termination came from Dr. Moss.

15 So we feel like the Board properly
16 concluded that Mr. Sands' testimony should be
17 limited because it bore no relevance to the
18 essentially issues in the case.

19 And, again, as far as Mr. Shaw's hearing
20 rights, he was provided with a lengthy hearing over
21 two days; November 1st and November 4th, probably I

22 would guess somewhere between 14 and 16 hours of
23 evidence and testimony was presented over those two
24 days.

25 I've had trials actually in this courtroom 57

1 that lasted -- that were shorter than that. So he
2 was provided with his appropriate due process
3 rights. He had an opportunity to call witnesses.
4 He had an opportunity to cross examine witnesses.
5 He was very ably presented by counsel.

6 The Board was represented by legal
7 counsel. And as you can tell from Ms. Zeidan's
8 presentation, they didn't always rule in the
9 administration's favor. Occasionally they ruled
10 against us, as in the case with Mr. Barrow's
11 document.

12 So, excuse me. I'm having a throat issue.
13 Can we go off the record for a second?

14 JUDGE DUKES: Yes.

15 (Discussion off the record.)

16 MR. WILLIAMS: And I wanted to
17 clarify. I think I have been talking about
18 Mr. Barrow. And Ms. Zeidan made a comment about him
19 being -- the District not knowing where he was. We
20 knew where he was. He had relocated out of state.
21 He was beyond the subpoena authority and had taken
22 another job and had just started a job. So we
23 weren't able to physically have him present. So
24 that is why he wasn't called. And his exhibit was
25 objected to. And the Board, over our objection, did 58

1 not allow the exhibit in.

2 So I offer that as evidence that the Board
3 conducted a fair hearing for Mr. Shaw. In some
4 cases they ruled in our favor. In some cases they
5 ruled against us, but ultimately they ruled in our
6 favor when it came to the issue of whether or not
7 there was good and sufficient reasons presented for
8 Mr. Shaw's termination.

9 And we believe the violation of financial
10 policies, the dishonesty, the not complying with the
11 District leave policy appropriately, all of those
12 reasons when you look at them establish substantial
13 evidence.

14 And it's important that the court's have
15 looked at these kind of cases and said, if only one
16 basis for substantial evidence applies then you must
17 uphold the Board -- you must support the Board's
18 decision.

19 I'll be happy to respond to any
20 questions -- specific questions you have, but that
21 would generally be our summary of our case.

22 JUDGE DUKES: The exclusion of the
23 witness, the Appellant had referenced the sentence
24 in 470. The teacher has the privilege of being
25 present at the hearing with counsel and cross

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1 examining witnesses and may offer evidence and
2 witnesses and present any and all defenses to the
3 charges, that was the part referenced.

4 And, of course, it goes on. The Board
5 shall order the appearance of any witness requested

6 by the teacher. I mean, that seems to -- those two
 7 sentences seem to make it crystal clear that if the
 8 teacher's job is on the line the teacher is afforded
 9 every opportunity to present witnesses and evidence
 10 and a defense on this.

11 And that is why I'm a little bit
 12 concerned --

13 MR. WILLIAMS: Well, if I can --

14 JUDGE DUKES: Go ahead, yes.

15 MR. WILLIAMS: If I could be heard on
 16 that? And the -- one of the ways that the Board
 17 helped to accomplish that was any witnesses that
 18 were identified or that were identified by Mr. Shaw
 19 and his attorneys to be present, we assisted in
 20 cooperating. For example, there were District staff
 21 members that we made sure were present and appeared
 22 to testify including Mr. Sands.

23 And Mr. Sands was presented and the Board
 24 was allowing him to testify until such time as it
 25 became clear that the information he was offered in 60

1 the Board's judgment and in our judgment was not
 2 relevant to the case. So I would say to that,
 3 again, within any hearing standard with any statute
 4 that talks about a hearing with any courtroom
 5 relevance is always not to be redundant. It's
 6 always relevant.

7 So to say he can present any and all
 8 defense doesn't mean he can present a defense if the
 9 Board determines that what he's presenting is not
 10 relevant to this particular case. So our argument

11 would be that it's understood that that is a -- that
 12 the Board can always -- any tribunal or any hearing
 13 body is always allowed to make determinations on the
 14 issue of relevance. Even if we were talking
 15 about -- even if the rules of evidence strictly
 16 applied, you can always use relevance as a basis of
 17 an objection, which we did. And the Board upheld
 18 our -- upheld our objection.

19 And if memory serves, Your Honor, and I
 20 can look at Mr. Sands' testimony, he testified for a
 21 little bit. We objected. The Board listened to him
 22 for a little bit longer. We objected again. And
 23 again it became clear that the information he was
 24 offering was not relevant to Mr. Shaw's hearing.

25 JUDGE DUKES: All right. I'm happy

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1 to hear you.

2 MS. ZEIDAN: And just three short
 3 things, Your Honor.

4 JUDGE DUKES: Let me -- was that
 5 everything you wanted?

6 MR. WILLIAMS: Yes. Unless there are
 7 questions.

8 JUDGE DUKES: Okay. All right. Go
 9 ahead. I'm sorry.

10 MS. ZEIDAN: Our position, Your
 11 Honor, is that the statute is codified for a reason.
 12 And the plain meaning rule does take place on
 13 statutory constructions. The legislature -- the
 14 General Assembly put in this statute what they
 15 wanted. And clearly the words that they chose to

16 use were present any and all defenses to the
17 charges.

18 Nowhere in this entire statute does it
19 state that it has to be that the Board can limit
20 based on relevancy or they can limit based on
21 cumulative evidence. It doesn't state that. And
22 that is specifically because this is such an
23 important matter that they wanted to give the
24 teacher any and all opportunity to present any and
25 all defenses to the charges.

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1 And, Your Honor, there is actually a case
2 that is right on point with this. And it's Brown v.
3 James. It's a South Carolina Court of Appeals. And
4 I don't know if I have this in my materials. I
5 actually have the annotation for it and I can
6 provide it, but what the holding from that was,
7 2010, is that the observance of the procedural
8 requirements of the Teacher Employment and Dismissal
9 Act is mandatory and not a matter of discretion.

10 And we feel like that that specifically
11 applies in this case. Your Honor, I want to touch
12 to the secretary's office just for one second just
13 to introduce an excerpt because I don't want to
14 mischaracterize the record.

15 Opposing counsel testified that there was
16 evidence that he didn't do that. If you will turn
17 to Page 176 of the record, this is testimony from
18 Dr. Rosburn who was the Superintendent at the time
19 and the person that removed Shaw.

20 JUDGE DUKES: 160?
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21 MS. ZEIDAN: 176.

22 JUDGE DUKES: 176? Got it.

23 MS. ZEIDAN: All right. If you start
24 on Line 18, did you go personally down there and
25 wait and see if Mr. Shaw had Denise in his office?

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1 She answered, I did not. The question, okay. And,
2 in fact, on November 8th when you went to McCracken
3 you actually stepped foot in an office Denise told
4 you was hers; is that correct? She answered, I did
5 step foot in an office that Denise told me -- Gibbo
6 told me was her office.

7 The second page, 177. The question, and
8 that? And she said, that's correct. And then I
9 asked, and that office had a desk; is that correct?
10 She testified, it did. And I asked her, and it had
11 some chairs; is that correct? She said, it did. I
12 asked, and it had a computer; isn't that correct?
13 She said, I believe it did.

14 I said, and you testified that you didn't
15 think it was an office because you didn't see any
16 paper; is that correct? She said, I did. The last
17 question on Line 13, but you don't have any evidence
18 that Denise was working out of Mr. Shaw's office
19 exclusively, do you? And she said, I do not.

20 So I just wanted to clarify that for the
21 record that there was indeed testimony that she did
22 have a separate office, that he did comply.

23 And lastly, I just want to -- I just -- to
24 clear up the financial policy violations that again
25 all of these violations item from a student council

1 agreement that appeared to be with P.T.O. in which
2 the secretary Gibbo who the testimony -- testimony
3 was taken that she was receiving money from the
4 student council sponsor. She was also the P.T.O.
5 treasurer.

6 And so when opposing counsel testified
7 that there was a lock box and Gibbo -- and that sort
8 of spearheaded this whole thing when Gibbo called
9 Dr. Rosburn and said, I need to get in to get the
10 lock box. Again, she was the P.T.O. treasurer. And
11 it appeared through the testimony that she was the
12 one taking receipt of the money, not Phillip Shaw,
13 again.

14 And, Your Honor, I think that is pretty
15 much all we have for today.

16 MR. WILLIAMS: And the only other
17 point I will add, and, Your Honor, I don't know if
18 you would be open to either side submitting
19 additional documents for your consideration in terms
20 of cases that we would rely on, et cetera.

21 But relate to the point about Mr. Shaw's
22 office, there was a statement in Dr. Rosburn's
23 testimony where she talked about when she met with
24 him and said, I see you haven't moved her out of
25 your office, yet. He said something like I'll get

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1 to it or I'll do it now implying that it had not
2 been done. So there was testimony in the record to
3 support the fact that it had not been done according

4 to Dr. Rosburn's testimony.

5 JUDGE DUKES: But was that that day
6 that issue that sort of initiated this cascade of
7 events because at that point he was immediately
8 placed on administrative leave. And then in an
9 investigation I guess of his office the box was
10 discovered which led to the concerns about the money
11 issues which then led to the meetings which -- and
12 all of that kind of thing.

13 MR. WILLIAMS: Right. And there were
14 a number of things that happened that day including
15 the fact that, basically, after he did not show up
16 for their meeting, they could not find him that day.
17 They attempted to call and never could locate him.
18 So part of the initial letter to place him on
19 administrative leave -- I'm not sure where that is.
20 But it referred to him not being at the school
21 during reasonable work hours and those sorts of
22 things.

23 So it started off again as a minor point,
24 him not showing up for the meeting, but then it grew
25 into other concerns.

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1 JUDGE DUKES: What was the
2 dishonesty? The dishonesty was not him taking any
3 money because there is no allegation he took any
4 money.

5 MR. WILLIAMS: It had to do with his
6 statement -- his inconsistent statements. And one
7 of the examples was his inconsistent statements in
8 his meetings with Dr. Moss. For example, he would

9 sometimes say he had not spoken to Ms. Gibbo in
10 violation of the terms of his administrative leave.
11 But other times he would refer to information that
12 Ms. Gibbo had provided to him. So he would either
13 say for one, I haven't spoken to her. Secondly,
14 here is what she told me. Thirdly, she talked to my
15 wife.

16 So in the context of -- in the course of
17 just one meeting he would give several conflicting
18 reports to Dr. Moss about his interactions with his
19 secretary/office manager while he was on
20 administrative leave.

21 JUDGE DUKES: All right. So this
22 wasn't during the performance of his duties. This
23 was when this investigation was going on?

24 MR. WILLIAMS: Correct. But at the
25 time he was on administrative leave with full pay

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1 and benefits. So he was still being paid. He was
2 still expected to comply with the directives of his
3 supervisor that entire time because he continued to
4 be paid during the entire time he was on
5 administrative leave.

6 JUDGE DUKES: But at that point he
7 had already gotten the letter saying they were
8 moving against him, right?

9 MR. WILLIAMS: No, he had not.

10 JUDGE DUKES: He had yet gotten the
11 letter?

12 MR. WILLIAMS: He had not gotten that
13 letter.

14 JUDGE DUKES: But he was on leave,
15 and they were going through his things and figuring
16 things out at this point?

17 MR. WILLIAMS: Correct. And they
18 also -- Dr. Moss also concluded that he was
19 dishonest because he said he had not spoken to the
20 newspaper, but based on Dr. Moss' meeting with Mr.
21 Shaw and based on what Mr. Shaw shared with him --
22 and the way I would explain this is Mr. Shaw said --
23 the simple way is Mr. Shaw said to Dr. Moss in their
24 meeting he essentially relayed information that was
25 almost verbatim to what was in the newspaper. And

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1 we could not find another source for the information
2 other than Mr. Shaw. So he denied that the
3 information was provided. It was in violation of an
4 employee of the school's confidentiality rights
5 because it talked about his concerns with that
6 employee which all administrators know it's a no-no
7 to talk to a newspaper about confidential personnel
8 matters.

9 And so Dr. Moss concluded that Mr. Shaw
10 had been dishonest when he said to him he did not
11 speak to the newspaper about the employee because
12 the information Mr. Shaw shared was the exact same
13 information that was reported to the newspaper.

14 JUDGE DUKES: Okay. But, again,
15 these were while he was on leave, these issues?

16 MR. WILLIAMS: Correct.

17 JUDGE DUKES: So the things that the
18 District complains of that occurred while he was not

19 on leave are the moving of the desk and these
20 financial things that -- the lock box and all of
21 that; is that correct?

22 MR. WILLIAMS: That would be
23 primarily it, yes. And again, there was an issue
24 related to it, but it ties into -- it led to one the
25 issues that led to it was him not being available at 69

1 his school on that day when he did not show back up
2 for his meeting because, again, they continued to
3 try to contact him and were unable to do so during
4 the workday. And the meeting was to occur, I
5 believe, around noon. The testimony was around
6 lunchtime. And for the rest of the day they weren't
7 able to find him.

8 JUDGE DUKES: All right. So he was
9 put on administrative leave then for failing to move
10 the desk?

11 MR. WILLIAMS: Failing to move the
12 desk. Failing to show up for the meeting, and not
13 being available at his school during work hours I
14 think is what the initial letter putting him on
15 leave said, the letter from Dr. Rosburn to him.

16 JUDGE DUKES: All right. Now, does
17 the District contend that those items alone would
18 have been enough for dismissal?

19 MR. WILLIAMS: We think arguably, but
20 in this case we don't think we have to reach that
21 conclusion because there were other -- there are
22 other things?

23 JUDGE DUKES: All right. And the

24 other things that conceivably would have occurred on
25 his watch but were discovered after he was put on 70

1 leave are the fact that this -- the handling of the
2 cash from the P.T.O. wasn't, according to the
3 District, pursuant to the various guidelines?

4 MR. WILLIAMS: Correct.

5 JUDGE DUKES: But there is no
6 allegation of dishonesty or anything there. It was
7 simply that the cash was not handled in accordance
8 with whatever the guidelines state?

9 MR. WILLIAMS: I think there are
10 allegations of dishonesty to the extent that Mr.
11 Shaw -- he didn't testify, but in his meetings with
12 the administration he said he did not know that this
13 was going on. And so the District believes he was
14 dishonest because employees testified at the hearing
15 and also had shared with the administration that he
16 knew about it because he was there when the
17 transactions occurred, referring to the testimony of
18 Ms. Merrick who said she attempted to give the money
19 to him at one time and he sort of did a willful
20 blindness, don't give it to me. Give it to
21 Ms. Gibbo.

22 And Ms. Williams testified and told the
23 administration that -- Barbara Williams was the
24 bookkeeper -- that she had given -- that she had
25 told Mr. Shaw on several times periodically, she 71

1 said, about these violations of District policy. So
2 that is another example of where the District

3 administration concluded that he was dishonest.

4 when he said he didn't know anything about
5 the money, they did not believe that. They believed
6 that was a dishonest statement. When he said he
7 didn't know anything about the \$600 in his desk,
8 even though there was personal information,
9 including his personal bank statements in that lock
10 box, the District considered that to be a dishonest
11 statement.

12 JUDGE DUKES: Okay. These statements
13 that are considered to be dishonest were made during
14 the investigation -- post-dismissal investigation?

15 MR. WILLIAMS: Not post-dismissal.

16 JUDGE DUKES: I'm sorry. Post --

17 MR. WILLIAMS: Post-administrative.

18 JUDGE DUKES: -- administrative

19 leave?

20 MR. WILLIAMS: Correct.

21 JUDGE DUKES: Okay. Got it. All
22 right. Any comments, follow-up, anything on that?

23 MS. ZEIDAN: No, Your Honor. I think
24 that we've presented everything.

25 JUDGE DUKES: Okay. You had asked

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1 whether or not you could present any case law or
2 anything after the fact. And, yes, if you all want
3 to agree on a date or something, if you wanted to do
4 some kind of post-hearing brief, if you wanted to
5 do -- and you were going to send me the Brown case I
6 think you said.

7 MS. ZEIDAN: Yes, Your Honor.

8 JUDGE DUKES: If you all wanted to
9 either do that or if you wanted to do proposed -- I
10 know it's not really any more difficult to write a
11 proposed order in rough draft form on either side,
12 but I'll leave it up to you all.

13 MR. WILLIAMS: I'm good either way,
14 whichever you would prefer.

15 JUDGE DUKES: I know it will be about
16 the same in both of them. If they are both in word
17 format I can work with it one way or the other. So
18 I'll leave it to you all, which would you prefer?

19 MR. WILLIAMS: Want to just do
20 proposed orders? What do you think?

21 JUDGE DUKES: Do you want to just do
22 proposed orders? Just do them in word format. You
23 all come up with a day so I'll get them the same
24 time and send them to Heather. And if you would
25 just P.D.F. the Brown case.

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1 MS. ZEIDAN: Okay.

2 JUDGE DUKES: And send it on. What
3 is a reasonable period of time to -- for you all? I
4 want to give you plenty of time so you are not
5 rushed.

6 MS. ZEIDAN: If what we are doing is
7 drafting proposed orders?

8 JUDGE DUKES: Correct.

9 MS. ZEIDAN: We just had this
10 discussion.

11 MR. WILLIAMS: We were just talking
12 before you came in about our schedules and our over

13 committing ourselves.

14 JUDGE DUKES: I certainly wouldn't
15 make it due on a Monday because I never want anyone
16 to miss a beautiful weekend doing anything for me,
17 so --

18 MR. WILLIAMS: I was telling Heather
19 the last time -- telling Heather. I was telling
20 Fatima the last time I had a hearing down here with
21 you it was on the Monday following Thanksgiving.
22 And when it was scheduled I had said, oh, that
23 Monday is open. It didn't occur to me why it was
24 open until too late.

25 JUDGE DUKES: I'm so sorry. We try 74

1 to avoid that whenever possible. So --

2 MS. ZEIDAN: Vernie, do you have any
3 proposed dates?

4 MR. WILLIAMS: Monday the 20th? Is
5 that too far? Not enough time?

6 MS. ZEIDAN: I know that I have a
7 trial next week.

8 MR. WILLIAMS: Okay.

9 MS. ZEIDAN: Could we do the 24th
10 which is that Friday?

11 MR. WILLIAMS: Yes. I've got a
12 hearing, but that shouldn't impact my ability to do
13 that.

14 MS. ZEIDAN: Okay. October 24.

15 JUDGE DUKES: All right. And I would
16 say take until Monday, but then I know that everyone
17 would work on it on the weekend. So I'll just --

18 Friday is fine.

19 MR. WILLIAMS: Well, do we want to do
20 Monday?

21 MS. ZEIDAN: That's fine.

22 MR. WILLIAMS: Let's do Monday.

23 MS. ZEIDAN: Okay.

24 MR. WILLIAMS: I think that is a
25 good -- let's do Monday.

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1 MS. ZEIDAN: Is that the 27th?

2 MR. WILLIAMS: Twenty-seventh, yeah.

3 MS. ZEIDAN: Okay.

4 JUDGE DUKES: All right. Of course I
5 don't want anyone working on it on the weekend.

6 MR. WILLIAMS: Sometimes that is the
7 only time you can get stuff done.

8 JUDGE DUKES: Well, that is true.
9 All right then. So I'm going to hold on to this,
10 review it, and then you are going to submit proposed
11 orders to Heather, copying each other of course on
12 the 27th. And if you wanted to send me that Brown
13 case ahead of time, that is fine.

14 MS. ZEIDAN: Okay.

15 JUDGE DUKES: Just copy it to
16 counsel. And then I'll let you know something as
17 quickly as possible. Let's do this, too. If you
18 don't mind would you all coordinate a conference
19 call with Heather 10 days/two weeks after you send
20 me those proposed orders so we can talk about what
21 progress I've made in trying to rule and keep a fire
22 under me to get this thing done in a quick manner.

23 MS. ZEIDAN: And, Your Honor, you
24 wanted those in word format, correct.

25 JUDGE DUKES: Please, yes.

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1 MS. ZEIDAN: Okay. Got you.

2 JUDGE DUKES: I don't have word
3 Perfect. I'll figure things out from there. If
4 it's in P.D.F. obviously -- people send me orders in
5 P.D.F. all the time. There isn't much I can do.
6 All right. That concludes this hearing then.

7 (whereupon, the hearing was concluded
8 at 11:27 a.m.)

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Certificate of Reporter

I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of Shaw v. Moss, on the 7th day of October, 2014: and that the foregoing 76 pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to Allen D. Smith, Childs & Halligan, PA, Post Office Box 11367, Columbia, South Carolina 29211.

In witness whereof I set my hand and seal this 8th day of March, 2015.

My Commission
expires 1/4/18

Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT)

PHILLIP C. SHAW,)
)
 Appellant,)
)
-versus-) Civil Action Number
) 12-CP-07-03048
JEFFREY C. MOSS, Ed.D.,)
)
 Respondent.)

)

MOTION FOR RECONSIDERATION heard before
the Honorable Marvin H. Dukes, Master in Equity,
on the 23rd day of January 2015, at the Beaufort
County Courthouse, 102 Ribaut Road, Beaufort,
South Carolina, commencing at approximately 8:32
a.m.

APPEARANCES

For the Appellant: Fatima A. Zeidan, Esquire
Law Office of Clifford Bush III
28 Old Jericho Road
Beaufort, S.C. 29906

For the Respondent: Kenneth L. Childs, Esquire
Vernie Williams, Esquire
CHILDS & HALLIGAN, P.A.
P.O. Box 11367
Columbia, S.C. 29211

Also Present: Drew H. Davis, Esquire

Reported by: Debbie Criscitiello
Professional Verbatim Reporter

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Beaufort, South Carolina

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1 THE COURT: Good morning. We're here in Shaw
2 versus Moss. This is Respondent's Motion for
3 Reconsideration. This is case 13-CP-07-03048. And I'm
4 happy to hear from y'all.

5 ARGUMENT FOR THE RESPONDENT

6 MR. CHILDS: May it please the Court, my name is
7 Ken Childs. I'm here with Vernie Williams on behalf of Dr.
8 Moss, the superintendent of the Beaufort County School
9 District. At the end of the table is Drew Davis, who's the
10 general counsel for the School District.

11 And, Your Honor, the first order of business from
12 the Respondents is to thank the Court for scheduling a
13 hearing in this matter, because this is a -- I know you
14 didn't have to schedule a hearing. And this is a very
15 important case to the School District and we're
16 appreciative of the opportunity to present our views a
17 second time.

18 And the one thing that I think all three parties,
19 the Court, the Complainant and Respondent agree on is that
20 the standard of review -- which Curtis Shaw used to say is
21 the first order of business in an appeal -- that the
22 standard of review in this case, and has been under the
23 Employment Dismissal of Teachers Act, which has been on the
24 books since 1974, the standard of review is substantial
25 evidence in the record.

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1 And our Supreme Court has defined substanTial
2 evidence on several occasions, and the definition I like
3 is, it says, "Not a scintilla of evidence, but evidence on
4 the whole record that would allow a reasonable person to
5 reach the conclusion that the tribunal reached."

6 And I'd like to begin by referring the Court to
7 the case of Laws versus Richland County School District 1,
8 which was a unanimous opinion by the South Carolina Supreme
9 Court. And it's a very short opinion and it contains this
10 interesting language. "Consistency with relevant precedent
11 requires that the scope of judicial review be a limited
12 one. In view of the powers, functions and discretion which
13 must necessarily be vested in educational authorities if
14 they are to execute the duties imposed upon them, this
15 court cannot substitute its judgment for that of the
16 authorities."

17 So what I'm saying is, even if the Supreme Court
18 disagreed with the decision that the tribunal reached, what
19 they're saying is that under the law that, as long as
20 there's basis for the decision of the tribunal, the court
21 must uphold it.

22 And our position, very briefly and succinctly
23 stated in this case -- and I'm mindful of the workload of
24 circuit judges, and I know when you're asked to make a
25 ruling on a 470-page transcript that took two days, that

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1 this is a burdensome proposition, and it's the
2 responsibility, I suppose, of the lawyers to narrow this
3 down.

4 And I want to say that the position of Dr. Moss,
5 is that the evidence to support the board's decision in
6 this case is absolutely overwhelming. We think it is a
7 very strong case. And we would summarize very quickly by
8 saying that the evidence is clear before the school board
9 that two highly respected, well qualified school
10 superintendents, with many years of experience but
11 different backgrounds, concluded and testified without
12 contradiction to the school board that they felt this
13 principal should be terminated for a variety of reasons.

14 Probably the best set of reasons were set out in
15 Dr. Moss's letter to the principal of July 2013, shortly
16 after he'd arrived at the district. But the board has the
17 testimony of two different superintendents saying that his
18 conduct and course of conduct over a lengthy period of time
19 justified his termination.

20 In addition to the testimony of these two
21 superintendents, Dr. Moss and Jackie Rossworm, who had been
22 his predecessor and had worked in the district for a number
23 of years, you also had the testimony of Phyllis White,
24 who's the district's chief financial officer, who is a CPA,
25 and who did a report showing that the principal's

1 management -- or the management of finances in the school
2 were in blatant violation of district policy. And she
3 testified without qualification that she had personally
4 engaged in training of the principals, and that there were
5 rules and regulations adopted by the board governing the
6 use -- how funds should be handled at the school level.

7 Just a couple of examples. There's a very
8 specific requirement that no cash in excess of \$25 is to be
9 kept in the school overnight. Evidence in this case was
10 the principal had a lockbox in his office with \$600 in it.

11 There were -- Phyllis White's report, which I
12 believe was prepared in January, finalized maybe in late
13 fall of 2012 and finalized in 2013, which was available to
14 both of these superintendents, found 10 violations of the
15 district's finance policy.

16 So I mentioned the two superintendents who
17 testified that his conduct justified termination, but also
18 the chief financial officer of the District, and the
19 personnel director of the District.

20 And then I want to just mention to the Court the
21 manner in which the school board went about conducting this
22 hearing. They met on Friday, November the 1st. They
23 started at eight or nine o'clock in the morning. The board
24 sat there and listened to testimony until four or so Friday
25 afternoon. They reconvened Monday and conducted another

1 six or seven hours of testimony before their deliberations.

2 The board not only had counsel for the
3 Complainant, the principal, there, but they had attorneys
4 representing the administration. But very importantly,
5 they employed an independent attorney, Dave Duff, with whom
6 I practiced law with for many years, who's an expert in
7 school law, to advise the board on legal issues that might
8 come up during the hearing.

9 And at the conclusion of the board's
10 deliberations -- I'd like to just hand this up. I'm not
11 sure you've seen this. Of course, it's in the record.
12 This is the order that the board issued on --

13 THE COURT: Yeah. I think was part of the
14 earlier record.

15 MR. CHILDS: Yeah. I've been in this business
16 for 30 years and this is as fine an order, a thoughtful,
17 well written, well reasoned order, that I've seen. And,
18 basically, what the board concluded here after two days of
19 testimony and evidence in which both parties are
20 represented by counsel, is that there were numerous
21 violations of the District's written policies dealing with
22 the handling of finance.

23 There was very bizarre behavior on the part of
24 the principal in his relationship with his secretary.
25 There was evidence that he was behind closed doors with her

1 day after day. She was almost never in her office.
2 Students, teachers, parents were unable to confer with the
3 principal in private. And he'd been told on several
4 occasions to keep his secretary in her own office, not to
5 have her in his office.

6 And then, in addition to this, you had a series
7 of lack of responsiveness to directives from, you know, the
8 superintendent, and the district office personnel had
9 trouble even arranging meetings with him.

10 So again, our position is that what's the school
11 board to do when you have two superintendents, their chief
12 financial officer, their personnel director testifying that
13 they believe that the conduct of this individual justified
14 his termination.

15 And then to sum up very quickly, and with all due
16 respect, recognizing the voluminous record here, and some
17 responsibility on our part if we had to do this over again,
18 we appreciate the fact that the Court gave both parties the
19 opportunity to submit proposed orders. And when we
20 received the Complainant's order, we should have
21 immediately brought to the Court's attention what we feel
22 are three very basic errors in the order that I'd like to
23 point out.

24 First of all, the order says that what's involved
25 here is PTA funds. And the record is clear in our position

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1 that these were student activity funds. I mean, if the
2 chief financial officer of the district doesn't know how
3 funds are supposed to be handled and what the rules and
4 regulations require, we are certainly in a very unusual
5 situation.

6 The order states -- submitted by the Complainant,
7 that there had been no formal training of the principals
8 with respect to the handling of funds. This is blatantly
9 incorrect. Phyllis White, again a CPA, chief financial
10 officer of the district, testified that she personally
11 conducted training sessions for the principals throughout
12 the year, and formally during special sessions during the
13 summer.

14 THE COURT: Is that the second error or is that
15 part of the first?

16 MR. CHILDS: That's part of the first.

17 THE COURT: Part of the first, okay.

18 MR. CHILDS: Dealing with funds.

19 Then, secondly, the order states that the school
20 -- this particular school, Battery Creek, had -- not
21 Battery Creek, excuse me. The school where Shaw was
22 principal had a bookkeeper who had -- Ms. Williams, who had
23 been there for 24 years. She was there before Shaw
24 arrived. The order states that there was no evidence that
25 the mishandling of funds had been brought to Shaw's

1 attention.

2 On page 205 of the transcript, the bookkeeper
3 testified that she on numerous occasions brought to the
4 principal's attention that funds were not being handled
5 according to district policy.

6 And then finally, just talking about errors in
7 the order that was submitted to the Court, the order
8 states, "There's no evidence from the district that Shaw
9 was advised of any concern regarding the role of his
10 secretary."

11 On page 115 of the order, Dr. Rossworm, who was
12 the superintendent during most of the difficulties with
13 Shaw, page 115 testifies without contradiction that this
14 was discussed with him on at least three different
15 occasions. And witnesses during the hearing testified that
16 it was a joke in the school that the secretary was never in
17 her own office, she was always in the principal's office.

18 So to sum up, I mean, acknowledging that I don't
19 like to see anybody lose their job, and especially in a
20 public forum like this, but this is what the law requires.
21 We think the evidence was simply overwhelming that the
22 board relied on. The testimony of two superintendents, the
23 chief financial officer, their personnel director, the
24 testimony of other witnesses, and the order which I've
25 supplied to the Court after a two-day evidentiary hearing.

1 And the standard of law in this state, we feel
2 that the correct result here is to sustain the board's
3 order, even if you might disagree with it personally. But
4 the issue is whether there was substantial evidence in the
5 record to support their judgment.

6 And we appreciate the time and attention of the
7 Court. That's our position in summary. I think what we've
8 agreed on is that I'd make the opening argument. Then the
9 Respondent responds to our motion, and then Mr. Williams
10 will correct any errors that I made.

11 THE COURT: All right.

12 MR. CHILDS: Thank you.

13 THE COURT: Real quickly, let me ask you
14 something. And you're all experts in this field of law.
15 I'm certainly not. I haven't heard too many of these
16 cases. And then there's the passage of time since I
17 originally heard this and today. So forgive me if I
18 completely massacre the facts, the law, and if my questions
19 make absolutely no sense at all, let me know.

20 But as I recall from reviewing this originally,
21 the dismissal of an educator is a two-tiered -- not
22 process, but system under which the most serious offenses
23 -- for instance, I think there was case law -- well,
24 actually think there was case law where one of the teachers
25 disappeared during a trip and that was not found to be that

1 serious.

2 But the most serious offenses. I suppose if you
3 had a teacher that was endangering the classroom
4 environment or the students or something like that, then
5 there was a fairly easy path without warning to have some
6 sort of a method of getting rid of that teacher or educator
7 or principal, as it seems like they all fell under the same
8 category.

9 But for those educators that weren't a danger,
10 say -- and that's me talking. And I understand there's
11 probably nothing in the law that says it's a danger, or
12 immediate danger to the classroom, but it seemed to me from
13 what I heard and what I read that that was the legislative
14 intent, was that if you've got a danger to the students, if
15 you've got a danger to your young people, there needs to be
16 a quick path to fixing that.

17 For everyone else, the legislators, as you know
18 -- y'all well know, being experts here, have granted
19 additional rights to teachers above and beyond the standard
20 employees that are out there in a right-to-work state. And
21 it appeared that if there wasn't a danger to the students
22 -- again my words, I'm not saying I'm quoting from a
23 statute or anything -- then there was that second level
24 which allowed for, or required, I guess, as I recall, a
25 system of warnings before the termination.

1 And I guess I wanted to get your thoughts on,
2 first of all, am I completely off base on the two tiers
3 here, and maybe I am. And won't be insulted if you tell me
4 I am.

5 But second, if in fact I'm close to right, that
6 there are two systems, two paths that a school board must
7 take, why this school board chose to take the path that
8 seems to be designed for those incidents and employees that
9 were of more serious concern to the students?

10 That was my thoughts on this. And again, forgive
11 me for probably messing up everything I just said. But
12 that's --

13 MR. CHILDS: No.

14 THE COURT: -- my nagging concern about this
15 whole case.

16 MR. CHILDS: Your Honor, that analysis -- your
17 analysis is accurate that there are two tiers. And we
18 usually refer to these in the employment world as the
19 distinction between remediable offenses and irreparable
20 offenses. And the statutes for dealing with remediable
21 effects is 59-25-440.

22 And then there's a very specific statute that
23 we're here -- that we're under here, 59-25-430. And the
24 language, I think, of this statute is very important. It
25 says -- first of all, it says, "Any teacher may be

1 dismissed at any time who shall fail or may be incompetent
2 to give instruction in accordance with the direction of the
3 superintendent, or who shall manifest an evident unfitness
4 for teaching."

5 And elsewhere the law says the definition of a
6 teacher is not someone just who teaches, but who supervises
7 teaching.

8 And then the statute goes on to say, "Evident
9 unfitness for teaching is manifested by conduct such as,
10 but not limited to, the following: Persistent neglect of
11 duty" -- which is what you had here over a long period of
12 time -- "incorrect management of school finances" -- so
13 persistent neglect of duty -- "willful violation of rules
14 and regulations of the District Board of Trustees."

15 That also is what you had here and that's how
16 this case is distinguished from the Shaw case that you
17 mentioned where the teacher was on a trip, and she had made
18 arrangements with the person in charge of the trip that she
19 would only be providing supervision to the students while
20 they were at Disney World and while they were in the
21 shopping center, and she wasn't gonna stay in the hotel
22 with them, and that was the agreement. And then after the
23 fact the board fired her.

24 Interestingly, I think that case was wrongly
25 decided. There was a strong dissent in the case by Bill

1 Howell, the Chief Justice of the Court of Appeals, and it
2 never went to the Supreme Court, so we believe this case is
3 very distinguishable from Hall.

4 But the Court is correct. There are two levels
5 here. We're clearly under 430. And there are two
6 provisions in 430. Again, neglect of duty and willful
7 violation of rules and regulations over an extended period
8 of time.

9 And, also, in the district's defense here, Dr.
10 Rossworm tried to mediate this problem by reassigning the
11 principal, and his bizarre, uncooperative behavior
12 frustrated that attempt. And when the new superintendent
13 came in and reviewed the whole record.

14 And again -- and I want to say something about
15 the school board here. I assume you live in the community,
16 and hopefully can take judicial notice, that the school
17 board chairman, Bill Evans, is a longstanding, capable
18 educator himself. He was principal at Hilton Head High
19 School. The District has used him in different high
20 schools when there was a problem. He's been at Battery
21 Creek and Beaufort. He's currently the school board
22 chairman.

23 The vice-chair of the board is an executive or
24 administrator at the University of South Carolina at
25 Beaufort. These are -- this is a capable, intelligent,

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1 able board that heard this case.

2 And again, I say they had the records --

3 THE COURT: You understand my ruling doesn't --
4 it is not meant to imply otherwise. You know ----

5 MR. CHILDS: Well, no. But I would hope the
6 Court would take comfort in the process the board used here
7 in reaching its decision. A two-day hearing in which they
8 were advised by expert counsel. And I just mentioned -- I
9 said I hope you can take judicial notice that if anybody
10 knows how a school should be run, it would be Bill Evans,
11 the board chair. And in this case, he had two experienced
12 superintendents.

13 MS. ZEIDAN: And, Your Honor, for the record, I'm
14 gonna object to this testimony just for the record.

15 THE COURT: Well, it's not really testimony.

16 MS. ZEIDAN: Yeah, I mean --

17 THE COURT: We're just -- yeah, it's non-jury,
18 but, I mean, really what we're dealing with is legislative
19 intent. I mean, a set of facts and the judicial
20 interpretation of legislative intent. And to the extent
21 they did right or did wrong, I don't think any less or more
22 of them. I'm sure they're fine, hardworking people doing
23 everything they're supposed to -- they believe they're
24 supposed to be doing. Again, please don't let them think
25 that my ruling is anything other than that.

1 MR. CHILDS: No. I'm just trying to point out
2 the things that I think strongly support the decision. And
3 I started my argument by the definition of substantial
4 evidences, which we all agree is the standard of review.
5 And I'm saying that even if we -- if the Court disagreed
6 with the conclusion the board reached, the issue, the legal
7 question is was there evidence in the record that would
8 allow reasonable people. And I'm trying to argue that we
9 are dealing with reasonable people here.

10 And I'm asking the question, what's the school
11 board to do when two experienced superintendents and the
12 chief financial officer testify and make recommendations
13 considering this individual's conduct. And I say I think
14 it's very -- we have very bizarre behavior from this
15 individual, along with, as the statute says, persistent
16 neglect of duty and willful violation of rules and
17 regulations, that Phyllis White, page 300 of the record,
18 clearly states.

19 MR. WILLIAMS: I want to interject, 'cause I do
20 agree with what you said and what Ken said as far as there
21 being two tiers. I would disagree slightly as there having
22 to be some finding of immediate danger to students to
23 justify a termination under 430.

24 THE COURT: And I said that was probably, but
25 it's not anything I could point to.

1 MR. WILLIAMS: Right.

2 THE COURT: But it seemed like that was -- it
3 roughly defined the legislative intent and it certainly
4 makes sense.

5 MR. WILLIAMS: Right.

6 THE COURT: If you've got a danger to students,
7 there needs to be a quick path to removal. If you've got
8 something than a -- and again, I understand danger to
9 students is not in the statute, but it seemed if I were a
10 legislator and I were writing it, I would want a quick path
11 to removing an educator that was a danger, or troublesome,
12 or a problem to students. Anyone else that was not sort of
13 an immediate problem to the classroom, I would want,
14 perhaps, some different path.

15 MR. WILLIAMS: I understand that. But we, again,
16 just refer to the specific language in 430 that we think
17 has been met in this case.

18 The other thing I would add is there was
19 initially, as Ken referenced a little bit, there was going
20 to be some attempt at a middle ground while the
21 investigation was still pending of assigning Mr. Shaw to a
22 new location and then having a meeting with him.

23 And if you'll refer to the record, and
24 specifically it starts on the bottom of page 56, where
25 Alice Walton, who's the personnel director, is talking

1 about trying to meet with Mr. Shaw to discuss some of these
2 concerns. And the specific testimony is:

3 "So I wrote him this letter."

4 "What were you generally trying to say in that
5 letter?"

6 "I was just following up with Mr. Shaw on his
7 leave status and what the administration's expectation of
8 him was at this point."

9 "And what was the expectation?"

10 "That he come in and meet with Ms. White and me."

11 THE COURT: Okay. But just to be clear, you're
12 not suggesting that they started down the remediable path,
13 because the remediable path, as I recall -- and forgive me
14 for not memorizing all this -- but the remediable path
15 required certain things, notices to be sent and that sort
16 of thing.

17 MR. WILLIAMS: I'm saying we never could get down
18 the remediable path and that's part of the issue, is he
19 didn't comply. Again, the investigation was ongoing.
20 There wanted to be an opportunity to allow him to share
21 what he knew about the financial situations and at that
22 point they could determine whether or not there was a
23 possibility of remediation or was it severe to the point
24 where he needed to be terminated. And he never cooperated
25 with that process.

1 So I'm saying his failure to cooperate, added
2 with the financial violations is sufficient to constitute
3 grounds under Section 430.

4 THE COURT: 'Cause that's a little bit different,
5 I think. And again, passage of time and my failing brain
6 and not enough caffeine this morning. But that, I think,
7 the first I heard that there was an attempt to go down the
8 remediable path and that the school board was thwarted by
9 his --

10 MR. WILLIAMS: I'm not saying there was an
11 attempt to go down that path. I'm saying it never even got
12 there, because part of the process to do -- whether it's
13 430 or 440, part of the process is meeting with the
14 employee to give them a chance to tell their side of the
15 story, so to speak, and he did not cooperate with that
16 process and so it never got to that stage.

17 MR. CHILDS: And it wasn't the school board that
18 was thwarted, it was the district administration. And
19 they, under 430, the district administration has the
20 authority to take action. In this case, they didn't
21 suspend him, they simply put him on leave, and then wrote
22 him a letter saying they were recommending termination and
23 he had a right to a hearing before the board.

24 THE COURT: All right. But for purposes of the
25 school board, the administration's position in this, let me

1 just be clear, 'cause y'all aren't changing the position, I
2 don't think. The position was that from the start of this,
3 from go, that this was an irremediable situation and that
4 path was followed. Y'all aren't going back now and saying
5 you did everything you could to do a remediation and all
6 that and it didn't work.

7 MR. CHILDS: Well, I mean, actually the problems
8 here he was warned about on several occasions. The issue
9 with the secretary. I mean, Dr. Rossworm testified that --

10 MR. WILLIAMS: At least three times.

11 MR. CHILDS: Yeah, at least three times. -- that
12 on page 115, that at least she had talked to him about this
13 on at least three occasions and he ignored their warnings'
14 and advice.

15 So, you know, eventually -- you know, I agree
16 with you that 430 contemplates a situation where if
17 students are endangered the district can act immediately to
18 suspend or remove somebody. But, you know, it's unusual
19 when you start there.

20 But, obviously, what I think we're all agreeing
21 on is this case is controlled by 430, and the language in
22 430 is consistent with the evidence that was before the
23 school board.

24 THE COURT: I don't know if we agree to that. We
25 agree y'all started with 430.

1 MR. CHILDS: We -- well, no. We agree this case
2 is under 430. This is a --

3 THE COURT: This -- right.

4 MR. CHILDS: This case.

5 THE COURT: That's what I was getting at.

6 MR. CHILDS: Yeah, yeah.

7 THE COURT: It sounded like y'all were backing up
8 and saying --

9 MR. CHILDS: No, no.

10 THE COURT: -- oh, we did the other thing first.

11 MR. CHILDS: No, no.

12 MR. WILLIAMS: No, no. I was just offering that
13 as there were --

14 THE COURT: Okay.

15 MR. WILLIAMS: -- attempts to meet with him as
16 far as --

17 THE COURT: I gotcha, okay. But back to where we
18 were. This is a case under 430, rightly or wrongly.

19 MR. CHILDS: Right. This is a case under 430.

20 THE COURT: Okay.

21 MR. CHILDS: And our position is that there was
22 substantial evidence in the record to support the board's
23 decision, and I think they issued a very reasonable, good
24 order in this case.

25 THE COURT: All right. Happy to hear from you.

1 By the way, do you happen to have a copy of the order
2 handy?

3 MS. ZEIDAN: The order that you did, Judge Dukes?

4 THE COURT: Yeah. That's usually in my support
5 package that Heather prepares for me.

6 MS. ZEIDAN: Yes. And, Judge Dukes, do you have
7 a copy of my Memorandum?

8 THE COURT: I believe I do. Let's see if it's in
9 this package. Just a second. I have a Motion for
10 Reinstatement.

11 MS. ZEIDAN: Yes, sir.

12 THE COURT: Yes, I have it.

13 MS. ZEIDAN: And that's your order that you
14 issued.

15 THE COURT: Thank you. Just go ahead whenever
16 you're ready.

17 ARGUMENT FOR THE APPELLANT

18 MS. ZEIDAN: All right, Your Honor. Obviously,
19 we disagree with the Respondent on several things, and we
20 hope that the Court will take comfort in knowing that this
21 case was decided based on the law, and as you stated
22 previously, the legislative intent and the statutory
23 authority, and not community opinion or community
24 positions.

25 Your Honor, you were absolutely right in stating

1 that this case is under 430. And what 430 says -- I'm
2 going to paraphrase, but I'm going to use a phrase that's
3 in the statute and that is very meaningful in this
4 situation. "An educator can be dismissed at any time when
5 there is evidence that they manifest an unfitness for
6 teaching." And that's where the substantial evidence comes
7 in. There has to be substantial evidence that an educator
8 manifests an unfitness for teaching in order for them to be
9 immediately terminated.

10 Your Honor, when we were here initially, we
11 submitted to you over 17 cases in the State of South
12 Carolina where the Court has clearly defined what manifests
13 an unfitness for teaching is. I don't want to rehash that
14 entire argument, but I would like to just repeat some of
15 the key points from those cases.

16 In the Hall case, where you mentioned previously
17 where the educator basically went missing on a school field
18 trip, the Court of Appeals ruled that does not manifest an
19 unfitness for teaching. That same educator violated an
20 administrative directive not to talk to other people during
21 the investigation. The Court of Appeals ruled that doesn't
22 manifest an unfitness for teaching.

23 In the Hendrickson v. Spartanburg case, where a
24 teacher struck a student, that does manifest an unfitness
25 for teaching.

1 In the Kaiser v. Dorchester case, where a teacher
2 reprimanded teachers in the presence of others and called
3 them stupid; where she hid employees' keys knowing they
4 were looking for them; when a student miscarried at the
5 school and the school director made a comment, "That's one
6 less thing we have to pay for"; when she cursed at
7 teachers, those things manifest an unfitness for teaching.

8 What we have here manifests at best, possibly Mr.
9 Shaw shouldn't be an administrator. But the statute
10 doesn't say you have to manifest an unfitness in your
11 position. It says you have to manifest an unfitness for
12 teaching.

13 And, Your Honor, I'll submit to you there's a
14 reason that teachers aren't at-will employees. That is a
15 noble profession and we protect that by statute. It's one
16 of the only professions that's protected by statute and
17 it's one of the only professions in which the legislators
18 have decided this is what you have to do when you want to
19 terminate a teacher. Because we know you just can't
20 terminate a teacher because you don't like them, which we
21 submit in this case was possibly the point.

22 Your Honor, in regards to Mr. Childs' argument
23 that this was a voluminous case, it was. And I think the
24 Court handled it really well in issuing their order. There
25 was over six weeks that went by between the time that we

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1 argued here and when the order was issued; not to mention
2 we had a hearing in here that lasted approximately an hour;
3 there was a conference call between the parties and you
4 asked for proposed orders, and which there was no
5 objections submitted to any of the proposed orders.

6 I think the Court exercised great judicial
7 diligence in issuing this order.

8 I now want to get to what some of the complaints
9 are. And may I add that, you know, all of these arguments
10 that the Respondent is making, we all heard these October
11 7th when we were here. This is no new issue, and they
12 haven't brought not one case in here to say this
13 substantiates our position. All we are is hearing the
14 exact same thing that you heard on October 7th.

15 But there were a few discrepancies and I'm gonna
16 point those out between Mr. Childs' argument and the
17 record, when I get to them.

18 The very first thing is, they take issue that the
19 order says that these violations stem from an agreement
20 between student council sponsors and the parent/teacher
21 organization. That's their initial problem with the order.

22 Your Honor, that's substantiated by the record
23 several times, including by Phyllis White, who is the chief
24 operational services officer.

25 In the record, Your Honor, page 301, "And so the

1 financial procedures in question in this case were directly
2 related to what was identified as the student council
3 club?"

4 "Correct."

5 Go down. The student council advisor testified
6 to the same thing. She testified to the agreement between
7 student council and the PTO.

8 And, Your Honor, I provided that in my memo. I'm
9 not gonna just go through the entire breadth of the
10 conversation. But now they're saying this is about student
11 activity funds. Now, we want to play with semantics.
12 Student council funds, I guess that falls under the
13 umbrella of student activities at the district.

14 That's all well and good. The order is correct
15 in saying this. Why we're here today is because of an
16 agreement between student council sponsors and the
17 parent/teacher organization, where the student council
18 sponsors decided to turn their money over to the PTO, an
19 outside booster organization that's not under the control
20 of the principal. It's not even under the control of the
21 district.

22 And that's what we're here for today. That's
23 substantiated in the record, Your Honor, and, therefore,
24 the order was correct.

25 Their second issue that they take notice with the

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1 order is that it states, "There was no evidence presented
2 during the hearing that Shaw had any knowledge of or had
3 ever been formally trained in district finance procedure."
4 And, Your Honor, a moment ago Mr. Childs testified that
5 Phyllis White said she personally went and trained.

6 Your Honor, I challenge Mr. Childs to find that
7 anywhere in the order, because in the order it says we have
8 written policies, yes, we do. Phyllis White -- and, Your
9 Honor, we could turn to the record on this, page 287, lines
10 22 through 288, 15. And I have enumerated these in my
11 Memorandum of Law for you.

12 We're here at a termination hearing for Philip
13 Shaw because Phyllis White is alleging he violated 10
14 financial policies, okay. Not one time can she bring up
15 the fact -- bring up anything that shows Shaw was ever
16 trained in financial policies.

17 And Mr. Childs says about she personally trained
18 them. That wasn't in the record.

19 What she said is, "Does the District have written
20 policies regarding financial matters?"

21 "Yes, we do."

22 "Well, will you please turn to Exhibit 41." And
23 she turned to it. And it was a School District Student
24 Activities Policy and Procedure Manual that's produced by
25 her office. She admitted that.

1 Well, what was crucial what she admitted is that,
2 "The manual is provided on the website and it's also
3 referenced in our training to principals. We don't
4 necessarily provide this full copy, but we do provide
5 excerpts."

6 The copy of this manual in which they allege
7 Phillip Shaw violated 10 different things, they can't even
8 prove he ever got. And it's important to note, if you
9 review Exhibit 41, there's an acknowledgment on the front
10 page. Now, we're at the termination hearing for this man,
11 saying he violated 10 financial policies out of this book,
12 and they never brought an acknowledgment saying he ever
13 received it.

14 What's even more crucial is Barbara Williams, on
15 page 222 of the record, Your Honor. Barbara Williams, the
16 bookkeeper -- been a bookkeeper for over 20 years at this
17 school says, "No, this book was provided to the
18 bookkeepers. It may have been provided to the principals,
19 I'm not sure, but this book is for the bookkeepers."

20 They didn't bring one shred of evidence in there
21 to say Phillip Shaw was ever trained on financial policies.
22 The order is substantiated in saying that. That is
23 reflected by the record.

24 Phyllis White never said she went down there and
25 trained Phillip Shaw. Let me tell you what she said. She

1 said that once Phillip Shaw was removed, I personally went
2 down there and trained the interim principal. I personally
3 went down there and gave the interim principal a copy of
4 the Student Activities Manual. I personally went down
5 there and let him know that this is gonna be -- but I can't
6 say I ever personally trained Phillip Shaw. That's not in
7 the record, Your Honor.

8 The next thing they take issue with is that order
9 states that there was no proof that Phillip Shaw had any --
10 was ever aware of the financial violations taking place.
11 Your Honor, they're basing -- they're saying that's wrong
12 because Barbara Williams testified that she told them.
13 Barbara Williams was the bookkeeper.

14 What's interesting about that is Barbara Williams
15 also testified she told the district staff. And she called
16 out maybe four different people's names at the district
17 finance office and said I told them, too.

18 Now, the district's washed their hands of it and
19 said, wait, wait, wait. We don't have any record of that,
20 but yet we're gonna believe you that you told Phillip Shaw
21 that these violations were taking place.

22 It's just not so, Your Honor. The record is
23 clear that these teachers willfully made this agreement
24 with the PTO, and this is what was going on. Phyllis White
25 testified that, you know, he should be -- we recommended

1 him for termination based upon these 10 financial policies
2 because he's the principal and he's the building director,
3 and he should make his staff aware of the financial
4 policies and procedures.

5 Your Honor, I urge you to look at the testimony
6 of Sheree Bush Sturgis. She's a teacher at H.E. McCracken.
7 She runs the drama club. Now, Sheree didn't have a dog in
8 this fight. She's not the PTO sponsor. She's not one of
9 the people that were cited with -- as being involved in the
10 financial violations.

11 Sheree testified, We get this manual every year.
12 We get a manual on financial policies and procedures, I
13 read it and I follow it to a T. In fact, there was one
14 time I had a question about the financial policies and
15 procedures and Phillip Shaw met with me and Barbara
16 Williams to make sure we had a clear understanding.

17 They charged Phillip Shaw with his staff not
18 knowing policy and procedure, yet every teacher for the
19 district, Susan Dean, Sonya Merritt says, Yeah, we got this
20 during orientation and we didn't read it.

21 Your Honor, look at that testimony. That's
22 crazy. They're gonna say we got these financial policies
23 and procedures, but we have so much to do, the book is so
24 big, we don't read it. But you want to hold Phillip Shaw
25 accountable for that? You want to fire this 27-year

1 educator because these teachers didn't read the manual?
2 That's not the legislative intent. That's not what we do
3 to teachers that have a career in this public school
4 system.

5 Your Honor, going forward. There's so much to-do
6 about his concerns -- about these concerns with the
7 secretary. And, Your Honor, I want to narrow in those
8 concerns. If you'll turn to the testimony of Jackie
9 Rossworm, she clearly states, "It wasn't concerns about the
10 role of the secretary, it's where her office was."

11 Anybody in business knows -- and I'll submit to
12 you we're all lawyers here, we've all got paralegals. I'm
13 the only female lawyer at this table, but I'm pretty
14 certain people have female paralegals that they work
15 closely with. I work closely with my boss that's a male.
16 There's gonna be times that you're behind closed doors.
17 But that's not the issue in this case.

18 The issue wasn't that they were behind closed
19 doors, that wasn't the directive given to Phillip Shaw. It
20 was make sure she has her own office.

21 Your Honor, every witness for the district
22 testified she had her own office, and we can go through
23 with that -- we can go through the testimony.

24 Sonya Merritt. Question: "And did Ms. Gibbo
25 have an official office at McCracken at 2011/2012 and

1 during the school year when Mr. Shaw was terminated?"

2 "She had a office." Sonya said she'd never be in
3 it, but she had an office.

4 Susan Dean testified -- she was asked, "Did Ms.
5 Gibbo have an official office at H.E. McCracken?"

6 Susan Dean responded, "I believe it was set up
7 right next to Shaw's or adjoining his."

8 Alice Walton, a district administrator -- a
9 district administrator of HR. Now, here they are charging
10 Shaw with saying you didn't move your secretary. She
11 admits in the record, I never even went down there to check
12 and see if she had an office.

13 Her exact testimony was: Question: Okay. Did
14 you ever as HR go to Denise Gibbo's office?

15 Answer: No, I did not. I had no reason to.

16 Question: So you have no evidence where her
17 office really was?

18 Answer: No, I don't.

19 Let's go a little further to the then
20 superintendent Jackie Rossworm who had an issue with this
21 secretary.

22 Question: A lot has been said about Ms. Gibbo
23 being housed out of his office. And I want to ask you,
24 what evidence do you have that she was housed out of his
25 office?"

1 We're asking the superintendent that's now
2 charging this man and saying you didn't follow my
3 directive, we're asking her what evidence do you have.

4 Answer: It was communicated. I sat through two
5 meetings and I listened to the superintendent share that
6 with Mr. Shaw.

7 Never said she had any evidence.

8 But we go a little further in our questioning.

9 "Okay. And after you became superintendent
10 October 1st, did you review any surveillance tapes at H.E.
11 McCracken?"

12 Answer: No, I did not.

13 "Did you ever personally go down there and wait
14 to see if Mr. Shaw had Denise in his office?"

15 Answer: No, I did not.

16 Question: Okay. And, in fact, on November 8th,
17 when you went to McCracken, you actually stepped foot in
18 the office Denise told you was hers; correct?

19 Answer: I did step foot in the office that
20 Denise Gibbo told me was her office.

21 Question: And that --

22 She said, "And that's correct."

23 I said, "And that office had a desk; is that
24 correct?"

25 She said, "It did."

1 I said, "It had some chairs; is that correct?"

2 "It did."

3 I said, "And it had a computer; isn't that
4 correct?"

5 She said, "I believe it did."

6 And I said, "You testified you didn't think it
7 was an office because you didn't see any papers; is that
8 correct?"

9 She said, "I did."

10 But the most crucial question comes right here.

11 "But you don't have any evidence that Denise was
12 working out of Mr. Shaw's office exclusively, do you?"

13 This is the superintendent, "I do not."

14 They're firing this man, saying, well, you didn't
15 do what we said do. And here you are at the termination
16 hearing, the two district administrators, what they just
17 referenced, saying, you know, we really don't have any
18 evidence that he didn't comply.

19 Come on. This is -- this is not what the
20 legislative intent was about.

21 Lastly, they're saying that, you know, well, we
22 tried to -- we wanted to mediate the situation and we
23 attempted to reassign him. Judge Dukes, we were here
24 October 7th and we, I guess, litigated that issue, and at
25 that time we told you there was no evidence they even sent

1 this letter to Phillip Shaw. They have a letter; there's
2 no evidence he received it.

3 There's evidence that he was on medical leave,
4 based on the severity of the mental stress that he was
5 under. We provided that. He was out on FMLA at this -- he
6 was out on FMLA after this and he was out on medical leave
7 before this, from November 8th until -- January 22nd was
8 when the FMLA paperwork was submitted.

9 Even at best, if there's an issue with this
10 paperwork, and we'll do it in light most favorable to the
11 district, that doesn't show that he manifests an unfitness
12 for teaching. And, Your Honor, that's what's important
13 here.

14 And they say that the district attempted to meet
15 with him and he didn't come. Your Honor, I challenge you
16 to look at the record, 'cause that's not what the record
17 says. In fact, Phyllis White and Alice Walton testified we
18 met with him twice about this situation.

19 Now, no, he didn't come in after January 22nd.
20 He's out on medical leave at this point. But we met with
21 him twice prior to this. There was ample time, Your Honor,
22 to go under 440, if that's what they wanted to do, but they
23 didn't.

24 It's important to note, and I'm not gonna rehash
25 this issue too hard, 'cause we hashed that October 7th,

1 that there were 10 financial violations cited that were
2 committed at H.E. McCracken. And I urge you to look at
3 the testimony of Phyllis White, because during her
4 cross-examination, Clifford Bush went down each violation
5 and said, "Well, who committed it?" Not one of the
6 violations were committed by Phillip Shaw.

7 Again, the reason that they wanted Phillip Shaw
8 terminated, Your Honor, was because he was the principal
9 and he should know, and he should have made his folks
10 aware.

11 Your Honor, again we hold to you that even in the
12 light most favorable to the district, Phillip Shaw maybe
13 shouldn't be an administrator. Maybe he doesn't manifest a
14 fitness for administration. But that's not what the
15 standard is in this case. That's not what the law says in
16 this case. You have to manifest an unfitness for teaching.

17 And, Your Honor, I submit to you, and the record
18 when we were here October 7th, we showed test scores under
19 his leadership at H.E. McCracken rose every single year he
20 was there. In fact, he was given an evaluation three
21 months prior to his removal by then superintendent Valerie
22 Truesdale, it was wonderful. He had great marks. She
23 wrote a letter and we submitted that to you October 7th
24 that she was happy that he was there. They were working on
25 things, they were doing great. It was a great review and

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1 you can look back at it. Those are things in which you
2 base whether or not somebody manifests an unfitness for
3 teaching. We don't have anything in here that he was --
4 that he slapped a teacher, cursed a teacher out.

5 You know, they're making all these innuendoes
6 about him and Denise Gibbo. Not one person can say, oh, I
7 walked in on them doing something inappropriate, or I have
8 evidence that they did something inappropriate. Not one of
9 them.

10 There's no evidence Phillip Shaw touched
11 anything, any money. There's no evidence he knew that this
12 policy was wrong between the student council organization
13 and the PTA. There's no evidence that he wilfully did
14 anything in which the legislators say this is why you lose
15 your job. This is why we're going to fire a 27-year
16 educator in this South Carolina public school system.

17 This was wrong, Your Honor. And, Your Honor, we
18 submit to you that you -- the order that was initially
19 issued by this court is absolutely correct and it's
20 substantiated by case law and it's substantiated by the
21 statutory authority of the State of South Carolina.

22 Thank you, Your Honor.

23 THE COURT: Thank you. Y'all want a last word?

24 ARGUMENT FOR THE APPELLANT

25 MR. WILLIAMS: Your Honor, I don't know how much

1 time I have. Obviously, we submitted our Memo of Law which
2 states the issues that we have with the order as it
3 presently stands, and our belief that it is not consistent
4 with the record. And I just want to hit the highlights of
5 some of those points and then we'll be happy to answer any
6 questions.

7 There's a lot of focus on this unfitness for
8 teaching and what did the legislature mean by that
9 language. I think the best evidence of what they mean are
10 some of the examples they list, even though they said
11 "including but not limited to." And one of them is not
12 following the policies and procedures and that is why the
13 financial policies and procedures are so important.

14 The whole case has been referred to, as Mr.
15 Childs mentioned in his argument, one of the big things the
16 Court relied on there was that there was no policy or
17 procedure that they could show the teacher violated. That
18 is clearly not the case here because of the financial
19 policies and procedures, that Ms. White testified
20 consistently were violated under Mr. Shaw's leadership.

21 Again, there's this issue about PTO funds.
22 Significantly, in Ms. White's testimony, she said when she
23 asked Mr. Shaw about PTO funds, he said they didn't have an
24 active PTO at the school, and so that was his response.
25 When the district was trying to get clarification about

1 these student activity funds, he said, "We don't even have
2 an active PTO."

3 So based on Ms. White's testimony, it's clear
4 that these were student activity funds, and because they
5 were student activity funds there was a certain way that
6 they were to be handled and they were not handled in that
7 way under Mr. Shaw's leadership.

8 Again, I don't want you to take my word for
9 different things, so that's why I'm going to refer to
10 specific testimony in the record that, again, supports that
11 there was substantial evidence to support the board's
12 decision.

13 And I'll start with the issue about the training,
14 was Mr. Shaw provided training. Refer to some specific
15 things in the record about principals, including Mr. -- and
16 Mr. Shaw is a principal in the district or was a principal
17 in the district being provided training.

18 On page 287, this is Ms. White's testimony. "The
19 principal's training. We have a summer leadership retreat
20 and provide training there, and then ongoing in leadership
21 meetings which are held monthly. If there's any type of
22 additional information that we need to provide them, any
23 updates, we do so at that time."

24 Question: Are all principals in the district
25 trained as far as the handling of financial matters?

1 "They are provided with information during the
2 summer leadership retreat. A binder similar to this is
3 given out and there's policies and procedures in there. So
4 it's given to them in writing and it's also verbally
5 provided to them. And when we have new principals, they're
6 provided with the information and the documentation."

7 She goes on later on and says, "This manual" --
8 referring to Exhibit 41 -- "is provided, too, on our
9 website and it's also referenced in our training to the
10 principals. We don't necessarily provide this full copy,
11 but we do provide excerpts that are pertinent to the
12 principals."

13 So how you can get from that testimony that there
14 was no evidence Mr. Shaw was provided training regarding
15 financial records? That is just a totally -- that is
16 totally inconsistent with the sworn testimony that was
17 offered by Ms. White. That's one of our points.

18 Again, clearly principals are provided training.
19 He's a principal; he was provided training.

20 It goes on. There's an issue where it says that
21 Mr. Shaw was not aware of the violations of financial
22 policies. And there's some specific language that says
23 there was no evidence presented that she reported such
24 violations to Shaw.

25 The last time I checked, someone's sworn

1 testimony that they provided information to someone or that
2 they did something, is evidence. So to on the one hand say
3 there was testimony provided, but there is no evidence, is
4 inconsistent. What better evidence can you have than of an
5 eyewitness saying, "I told him"?

6 And so Ms. Williams said, "I have informed the
7 principal many times," talking about the violations. She
8 let the finance staff know and said, "I did let him know
9 and they said that if I informed the principal, which I did
10 time and time again."

11 So again, the board heard this testimony, she was
12 under oath. They had an opportunity to assess her
13 credibility. And clearly from their order, they believed
14 her testimony.

15 Also, the testimony from Sonja Merritt, who was
16 the teacher, about certain things as far as finances that
17 Mr. Shaw observed. On page 238 she talks about, "There
18 were times that he was and there's times that he wasn't,"
19 in question to whether or not Mr. Shaw was present when
20 money was given to Ms. Gibbo. "Sometimes when he was
21 there, he would see that I had a package of money and he
22 would say, 'I have to go somewhere. I need to go to the
23 bathroom, I have to leave.' One time I asked him. I
24 didn't realize that he didn't handle the money or take the
25 money. I tried to give it to him and he said, 'I don't

1 deal with that. You need to give that to Ms. Gibbo.'" 2

3 So the bottom line is, again, looking at the
4 evidence that the board heard and not substituting your
5 judgment for the board's judgment, but saying is it
6 reasonable that they could have concluded, one, that Mr.
7 Shaw was knowledgeable of what the policies should have
8 been? The evidence was he was knowledgeable based on Ms.
9 White's testimony.

10 And, two, was he knowingly allowing those
11 policies to be violated? The evidence from Ms. Williams
12 and Ms. Merritt says yes, he was knowingly allowing these
13 policies to be violated.

14 And again, Ms. White's position was, as the
15 principal, he's in a position to enforce the policies.
16 He's got the ability to reprimand staff. He's got the
17 ability to take disciplinary action against staff, so
18 that's why the buck stops with him, so to speak. It's his
19 responsibility to make sure those policies are being
20 complied with. The evidence was he was not doing that.

21 The issue about Ms. Gibbo and where she was --
22 and whether or not she was in her office or Mr. Shaw's
23 office, let me say -- and I will quote from the order. It
24 says, "Testimony was provided by a staff member that a
25 concern had been expressed to Shaw that the secretary
needed to work from her own desk." So it's not, oh, she

1 didn't have a desk. Of course, obviously she had a desk.
2 Every secretary is gonna have a desk.

3 The issue was did she have a shadow office? Does
4 she have a real office that she's actually working out of
5 on a day-to-day basis? Witness after witness testified,
6 and it's in my Memo of Law, that she was never in her
7 office.

8 And again, Dr. Rossworm said this was the third
9 time she was aware. And she finally said to him you had
10 the opportunity to move your office manager and we tried to
11 meet with you yesterday. There's nothing clear about what
12 happened. And that's why when he was initially placed on
13 administrative leave.

14 But if you look at the testimony from the
15 witnesses who were in the school building every day -- it's
16 reasonable, I'll agree with Ms. Zeidan that maybe Ms.
17 Walton and Dr. Rossworm weren't in his school building so
18 they wouldn't physically see what's going on with Ms.
19 Gibbo. They weren't there every day. You wouldn't expect
20 a superintendent and personnel director to be at a school
21 building every day. But the teachers and staff members
22 are, so their testimony about that is very crucial.

23 Sonja Merritt. "She had an office that she would
24 never be in. She always sat at the edge of Mr. Shaw's desk
25 with her laptop. We would always joke that she had a

1 pretend office to the side of his office. It was
2 interesting that there was an internal door that could
3 connect the two of them together, but she would never be in
4 there. Maybe once or twice I would see her in there on her
5 cell phone. But for the most part, she was always, always,
6 always in his office."

7 THE COURT: I mean, this is something that was
8 being joked about. I mean, this wasn't a serious -- how
9 does this rise to the level of manifest unfitness --

10 MR. WILLIAMS: Well -- and I don't mean to
11 interrupt. I think the fact that it was being joked about
12 is the point. How can you run a school when the principal
13 and the secretary or office manager were conducting
14 themselves in such a way that people are joking about that?
15 That is a serious concern as a superintendent that you have
16 this concern going on and it's gotten to the point where
17 people are laughing about it. This is not something people
18 should be laughing about. I agree with you there. But the
19 fact that they were, I think, suggests how rampant the
20 conduct was.

21 And Ms. Dean's similar testimony. "It was a
22 standard thing. The door was always closed and people
23 always talked about it. I know, 'cause I would knock on
24 the door and she would open the door and he was in the
25 office."

1 "Did she have an official office at McCracken?"

2 "I believe it was set up right next to or
3 adjoining Mr. Shaw's."

4 "Did you see her in that office?"

5 "I never saw her sitting in the office."

6 And again, the point is, the concern was already
7 told to him by the administration, as Dr. Rossworm
8 testified. So to the extent people are laughing and joking
9 and it's still going on, that is evidence that he is being
10 insubordinate in not complying with the administrative
11 directive.

12 So while some people may think it's funny, if
13 you're a superintendent who has said to someone, "Get her
14 out of your office," and the reports that you're getting
15 from the school staff is that's not happened, that's a very
16 serious matter.

17 And then, again, we get into the concerns after
18 the attempt -- or after the attempt to reassign where he
19 just did not follow through.

20 There's Ms. Walton testified about him giving
21 medical -- not providing medical excuses as required. They
22 were trying to set up a meeting with him on pages 52 and 53
23 of her testimony, and 56 and 57, where they -- just simple
24 things like getting him to submit medical documentation
25 about his need to be on leave, which took him forever to

1 do.

2 So again, the bottom line is, based on everything
3 the board was presented, they had no reasonable alternative
4 but to conclude as they did, that there was substantial
5 evidence that Mr. Shaw should be terminated.

6 THE COURT: If I can finally get my computer to
7 pull up 59-25-430. I've got certainly excerpts of it here
8 in front of me. The list, of course, you know, evident
9 unfitness for teaching. And to your point, actually I
10 hadn't thought about this. It's not to be an
11 administrator, it's for teaching.

12 But evident unfitness for teaching, persistent
13 neglect of duty, willful violations of rules and
14 regulations of district board of trustees. So what you're
15 talking about with the secretary in the office, that wasn't
16 necessarily a rule or a regulation, was it? I mean, that
17 was just a --

18 MR. WILLIAMS: No, I'd say that's more a -- two
19 points I would speak to that. That goes to a neglect of
20 duties issues, and I think it also goes to a dishonesty
21 issue. When he's meeting with staff members and telling
22 them that he's moved the secretary, but when you meet with
23 the staff -- when the district gets reports from the
24 individual staff members, as they testified at the hearing,
25 that that has not been done, that's being dishonest. You

1 said you moved her, but the actual evidence from within the
2 school building, again the sworn testimony that was offered
3 at the hearing, was that was never done.

4 And again, the dishonesty issue gets into these
5 issues about whether or not he'd had communications with
6 Ms. Gibbo while he was on administrative leave. And Dr.
7 Moss testified that he concluded that he had had
8 communications with her.

9 And the issue in Hall wasn't just -- the issue in
10 Hall was, although they took issue with Hall having talked
11 with staff while she was on administrative leave, Hall
12 admitted that she had done that. So it's not just in that
13 case -- in this case it's distinguishable because we have
14 someone who, based on Dr. Moss's testimony, had discussions
15 with someone while he was on administrative leave and then
16 was dishonest about it.

17 THE COURT: All right. Well, let me do this
18 then. Let me -- as you know, I'm in the middle of a
19 probably multi-week trial across the hall and I have things
20 stacking up even as we speak on my desk I've got to get to.
21 But would y'all do me a favor and on the way out let's
22 schedule a telephone conference with everyone here that
23 wants to be a part of it, and through Heather, in about 10
24 days or so. And I'll take a look at it again and see what
25 I can come up with. I'll read these cases again and see if

1 I change it at all.

2 All right. Well, anything else for the record?

3 MS. ZEIDAN: Your Honor, there was a 59(e) motion
4 filed by the Appellant, Phillip Shaw, and that we ask that
5 you do rule on the remaining issues that were appealed by
6 the Appellant initially. And they were -- and I won't go
7 through the record. One, was that the board unlawfully
8 limited the testimony of a witness called by the Appellant.

9 The second one is that the board unlawfully
10 allowed evidence of a lock box to be submitted. They erred
11 by allowing evidence of a lock box to be submitted into
12 evidence.

13 The third one was that the board unlawfully
14 considered that the Appellant did not testify at the
15 hearing in rendering their decision.

16 All of these arguments were made during the
17 October 7th. We have no new arguments to make for those or
18 any new evidence to bring, we would just like a definitive
19 ruling for the record on those.

20 THE COURT: All right. Any thoughts on those?

21 MR. WILLIAMS: Well, to the extent our Motion for
22 Reconsideration is denied, we would have no issue with the
23 order addressing those issues, as well.

24 MS. ZEIDAN: And, Your Honor, based on the
25 statute, when the Circuit Court overturns the board's

1 decision, it states that the judge shall -- that the Court
2 shall order reinstatement and assess damages. We did file
3 a Motion for Reinstatement, and that is under 59-25-480.
4 We filed a Motion for Reinstatement, but being this
5 proceeding will stay that until a definitive --

6 MR. WILLIAMS: And our feeling was it would be
7 premature to rule on that --

8 MS. ZEIDAN: Yeah.

9 MR. WILLIAMS: -- until you rule on --

10 THE COURT: All right. Well, then, all the more
11 reason to try to wrap this up within 10 days. So let's do
12 that, then. I will review this between now and 10 days.
13 That's be a Monday, I guess; right? Whenever's convenient
14 for y'all, but roughly 10 days out.

15 MS. ZEIDAN: Okay.

16 MR. CHILDS: Thank you.

17 THE COURT: All right. Anything else? Thank you
18 very much.

19 (WHEREUPON, the hearing was concluded at
20 approximately 9:30 a.m.

21

22

o0o

23

24

25

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

CERTIFICATE OF COURT REPORTER

I, Debbie Criscitiello, Court Reporter and Notary Public in and for the State of South Carolina, do hereby certify that the foregoing FIFTY-ONE (51) pages of typewritten testimony were taken down and then transcribed by me; that the same is a true, correct and complete transcript of the proceedings as stated in the caption.

I further certify that I am not of kin nor counsel to any of the parties hereto, and, further, that I have no interest whatsoever in the outcome of said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 1st day of February 2015.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires

September 24, 2020

Bettye Anderson & Associates

Beaufort, South Carolina

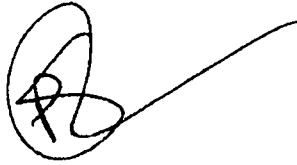
Certificate of Reporter

(843)525-0791 (800)543-5506

Page 52 of 52

①
November 8, 2012

Statement written by P. Shaw



RECEIVED

NOV 08 2012

BEAUFORT COUNTY SCHOOLS
OFFICE OF HUMAN RESOURCES

- I spoke to (Joe) and (Denise) about the incident with student B.
- They informed me that Chris Barrow was informed.
- Our SRO was in contact with his Lt. (Babokowisk?) about the transport. They approved.
- The parent also agreed to meet the student at the hospital.
- This was a student and parent that we have been working with for quite some time.
- The child in question is a special education student who has been working with Ms. Harper and Ms. Zetner our school psychologist.
- Student B. is one of the students mentioned in the formal complaint from the State Department and Appleseed organization.

COMPLAINANT'S
EXHIBIT

1

2

November 8, 2012

Statement written by P. Shaw



RECEIVED

NOV 08 2012

**BRAUFORT COUNTY SCHOOLS
OFFICE OF HUMAN RESOURCES**

- I left district office
- I got gas
- Got lunch
- Gathered my stuff
- And came back to work

November 8, 2012

Statement written by P. Shaw



- At around noon I spoke to Alice and Denise about 3 things:
 - Gallop and Moore
 - Dejacimo
 - Bi-Lingual Liaison

RECEIVED

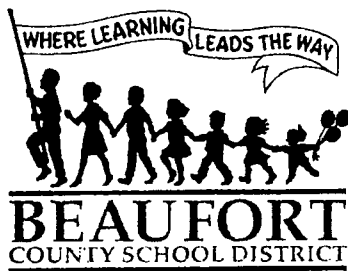
NOV 08 2012

BEAUFORT COUNTY SCHOOLS
OFFICE OF HUMAN RESOURCES

As I was leaving I got a call that said "How far are you down the street? She is over here"

- I thought it was Casey in regards to testing material.
- I could not find Casey, so I left. I knew I could catch up with her.
- I stopped at two gas stations. The first one the pump was pumping so slow that I had to finally quit after just 1 gallon of gas. This was the Sand hills gas station.
- Next I got lunch and gathered all my stuff as staff had been out the day before so there was much to catch up on including the information from leadership.
- Next I stopped at the Exxon station in order to finish getting gas.
- Lastly I returned to the building which would have been after 3 or 3:30.

816-1850



November 12, 2012

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

Phillip Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

This is written in follow-up to our meeting of November 8, 2012. Also present for the discussion was Acting Superintendent Jackie Rosswurm. You will recall that Dr. Rosswurm advised you of your placement on administrative leave with full pay and benefits effective immediately due to concerns regarding your whereabouts during school hours, veracity about the same, and failure to comply with District Office administrative directives.

As explained, a full inquiry regarding these matters will be conducted. I am uncertain when this investigation will be concluded; however, the administration will move forward as expeditiously as possible. In the meantime, you are not to return to McCracken Middle School for any reason or to attend any school-related functions without prior, express permission from Dr. Rosswurm or me. Further, since it will be necessary for the administration to contact you as part of its inquiry, I ask that you remain available by telephone during normal school/work hours, i.e., between 7:15 a.m. until 4:00 p.m., while on administrative leave. As I understand it, your mobile number is 843-816-1850. Please let me know immediately if this contact number is incorrect.

Finally, in your best interest, I strongly advised you not to have direct or indirect contact with any of your faculty and staff members, students, and/or their parents while on paid administrative leave.

If you have questions or concerns regarding this situation, feel free to contact me.

Sincerely,

Alice W. Walton
Director of Certified Personnel and Teacher Quality

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

COMPLAINANT'S
EXHIBIT

2

Date: 11/20/2012

From: Dawn Sumner



To: Alice Walton

Re: HEMMS student council funds

I became associated with student council in 2008 as an assistant under Susan Olivari. When Mrs. Olivari moved to Bluffton Middle School I became council leader in 2009. Monies in 2009 from council went through Theresa Barber a PTO parent. However, Mrs. Barber moved and I began placing council money with Barbara Williams. However, many issues arose and personalities began to clash while working with Barbara. In any case, I did not want responsibility for any money being lost or stolen thus I would give money to Denise Gibbo for safe-keeping. In 2010, Mrs. Merrick became an assistant to student council too. When a fund raiser was held our treasurer would count it (student: Ryan Becker). We would take it to the front office for safe-keeping. If a teacher or club needed money from council funds they would advise me or Mrs. Merrick of what they wanted and why? Mr. Shaw would decide if the request was acceptable or not for council funding. When reimbursement was deemed acceptable the person or club would give a receipt to Denise Gibbo for filling purposes and money was granted. The receipts were a way for me and Mrs. Merrick to know where our council money was going. In 2011, Mrs. Merrick became council leader and I was a volunteer helping Mrs. Merrick when necessary with council. Student council funded such things as collecting can goods for Bluffton Self-Help, pennies for patients, teacher appreciation breakfast, refurbishing Mrs. Dee's environmental studies rain garden, Money was given guidance to purchase incentives for PBIS, pizza & ice cream parties for classrooms who won a contest (Red Ribbon Week or Homecoming week), and HEMMS Wrestling team received much needed monies from council for new tights. As of this school year 2012, I am no longer council leader or a volunteer helper.

COMPLAINANTS
EXHIBIT

3

Dear Mrs. Walton,

11/20/2012

I have been facilitating student council since 2010 under Mrs. Sumner in which I was instructed to follow the protocol of giving any funds raised to Mrs. Gibbo. Money was raised from activities such as Jean day, and the school store. Approximately \$100-\$200 was netted each week from the school store and \$300 each Jean day. We had 4 Jean days last year.

I was told by Mr. Shaw to turn funds into Mrs. Gibbo and she was going to deposit it into the PTO account. So, each time I did as I was instructed and when an occasion arose that we needed money to fund Red ribbon week, teacher appreciation breakfast, pennies for patients, shirts for council, the wrestling team, ice cream socials, shirts for freshman football team, youth and government, yearbooks, pbis, pizza parties for students, school garden, and any incentives that came up for staff and students.

I was told to keep receipts but was never given receipts when I turned money in. Mr. Shaw always left the office when I was turning money in. When an occasion arose where a teacher came to me in need of funds for some school activity. I would ask Mr. Shaw if he would approve it and would then be given an envelope of cash in the same form that I turned it in to give to the teacher who needed it by Mrs. Gibbo.

I always felt that this method was not right and would ask Mrs. Gibbo for receipts or statements of how much money was in our account and was told once "I have a lot of things to do, I can't be running to the bank all the time!" At that point I began giving whatever money I raised to Ms. Williams to cover costs for the school store. In April last year I had a baby and was out from that point until the end of the year. We had been planning a trip with Ms. Sturgis to go to Carowinds in May and I was told that a check had given from the "PTO/student council account" while I was out on maternity leave.

I have kept receipts for all the money that we spent and tried to keep an approximate tracking of money that has been turned in. This year I actually made a conscious decision to distant myself from the front office and from Mrs. Gibbo and had been turning money into Mrs. Williams to deposit into our account. I have been made very clear that there is no communication between Mrs. Gibbo and Ms. Williams and felt tension posed a problem for me turning in money. So to keep myself from being involved with whatever tension and conflict was going on in the front office I just privately gave money to Barbara and stayed away from Mrs. Gibbo.

Sincerely,

Sonla Merrick



11/20/12

I Sheri Bush-Sturgis the Drama teacher at McCracken Middle. I do several fundraisers throughout the year.

My process is the same each fundraiser.

1. fill out the proper paperwork
2. submit for approval
3. Contact vendor
4. get parent permission slips
5. collect money
6. turn in money daily or every other day to Ms Williams
7. receive a deposit slip from Ms Williams
8. keep my records

I go through Ms. Williams for all deposits and purchases.

Sheri Sturgis



December 7, 2012

VIA EXPRESS MAIL SERVICE
& REGULAR UNITED STATES MAIL

Phillip Shaw
4 Mayfair Drive
Bluffton, SC 29910

Dear Mr. Shaw:

This is written in follow-up to our voicemail and text messages left for you today, which directed you to call us prior to 4:00 p.m. and which you chose to ignore. As explained then and reiterated now, it is imperative that you answer your telephone during the hours of 7:15 a.m. and 4:00 p.m. on regular work days as specified in a November 8, 2012, letter placing you on paid administrative leave.

Moreover, your continued refusal to meet with the two of us, i.e., on November 29 and December 7, 2012, is unacceptable. We accepted your excuse of November 29, 2012, when you told us that you were in Charleston at the hospital with your mother. Enclosed is a district leave form, which you should complete and return to the Office of Human Resources no later than December 11, 2012, confirming that you took November 29-30, 2012, as paid sick leave. On the other hand, we do not accept your failure to show up for a 10:30 a.m. conference today, which you readily agreed to at 4:50 p.m. yesterday, and your refusal to return our calls and texts. In fact, we find it quite suspicious that you have said that you were in Beaufort County December 3-6, 2012, yet you did not report to the District Office or call us during that time frame but had time to be interviewed by a local newspaper reporter.

We wish to make perfectly clear that your continued insubordination will not be further tolerated. You must report to the District Office at 9:00 a.m. on December 11, 2012. This is your final opportunity to respond to the allegations about your conduct and job performance. Should you fail to report and provide at that time a valid reason for your past and current insubordinate actions by 9:00 a.m. next Tuesday, we will not hesitate to make a decision about the serious allegations pending against you up to and including a recommendation that you be dismissed from employment.

Sincerely,

Alice W. Walton
Director of Certified Personnel and Teacher Quality

Phyllis S. White
Chief Operational Services Officer

Enclosure

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

COMPLAINANT'S
EXHIBIT

4

The Island Packet

McCracken principal says leave a cover-up for ongoing problems with school counselor

Published: December 5, 2012

FacebookTwitterGoogle PlusRedditE-mailPrint



Phillip Shaw

By RACHEL HEATON — rheaton@islandpacket.com

H.E. McCracken Middle School principal Phillip Shaw said Wednesday he believes he's been placed on leave by the Beaufort County School District because of complaints he has made about a guidance counselor at the school.

Shaw, who has been on paid administrative leave since Nov. 8, said he was initially told the leave was based on concerns related to the transportation of a student to the hospital on Nov. 7. But that's a cover-up, he claims.

Interim superintendent Jackie Rosswurm again declined to say why Shaw was on leave Wednesday.

District officials have said earlier that the issue with the student is unrelated to Shaw's leave, but have given no reason beyond "personnel issues" involving Shaw to explain his nearly month-long absence from the school.

Shaw continues to draw his \$93,774 annual salary while Joe Warfield, an assistant principal at McCracken, leads the school.

HOSPITALIZED STUDENT

COMPLAINANT'S
EXHIBIT

5

On the afternoon of Nov. 7, a McCracken student was taken to Beaufort Memorial Hospital because of concerns about his mental health. The student was driven to the hospital by the school resource officer around the time school was ending, 2:30 p.m.

Shaw was not in the building at the time, he said. That day, a Wednesday, he had attended one of the bimonthly meetings between district officials and principals in Beaufort. That meeting ended at about 12:30 or 12:45 p.m. From there, Shaw said, he stopped to get gas and eat lunch, picked up something from his house and ran an errand. He wasn't at the school during school hours that day, he said.

He knew about the issue with the student because he had checked in with school staff and was told. To his knowledge, the situation was handled correctly, he said.

PRINCIPAL QUESTIONED

The next day, Nov. 8, Rosswurm and Alice Walton, the district's head of human resources, came to McCracken Middle shortly after school started at 7:30 a.m.

Shaw said the two came straight to his office and for more than an hour asked him a series of questions, mostly about his whereabouts the day before and the transport of the student.

Shaw was told he was being placed on administrative leave, and was asked to write a statement about the student's transport. Other employees at the school also were interviewed that day about the student's transport.

Shaw said he was told his leave would be referred to as "personal leave." It was only expected to last a few days at the time, he said.

Shaw turned over his keys, ID badge, computer, laptop, phone and iPad as requested. He said he was walked to his car by Rosswurm and Walton.

He hasn't been back at the school since.

District officials have declined to say whether Shaw was placed on leave or chose to take it.

Although district spokesman Jim Foster initially said Shaw would be on leave for only a few days, Foster and Rosswurm now say Shaw's leave will continue until a comprehensive review of policies and procedures at the school is complete.

BANK ACCOUNT

Shaw says in his one interaction with district officials since then, no questions were asked about the transport of the student.

Instead, he met with district chief of operations Phyllis White and Walton on Nov. 28 to discuss an unauthorized bank account in the school's name. He knew nothing about the account, he said. The account has since been linked to the school's PTO and student council.

In that meeting, Shaw said, he wasn't told when he would return to school nor was he updated on the status of the district's review into the transport of the student to the hospital, he said.

White has previously declined comment on the meeting.

SHAW'S THEORY

Shaw believes his leave has little to do with the student transport issue -- after all, he says, the assistant principal in charge at the time, Warfield, isn't on leave and no more questions have been asked about the issue.

Instead, Shaw believes his leave stems from complaints he had lodged against a guidance counselor at the school, Annette Ballard.

Ballard has irritated members of the school's staff for a few years, Shaw said. In June, after hearing about a dozen teachers complain about Ballard, Shaw took his concerns to Rosswurm, who then was head of human resources.

In an email dated June 8 from Shaw to Rosswurm, delivered anonymously to the Island Packet and Beaufort Gazette, Shaw details some of his concerns about Ballard and says he will spend the next day bringing "all the information together so our time on Monday can be as productive as possible."

That email was not included in the district's recent response to a public records request from The Island Packet and The Beaufort Gazette. The district provided 10 emails but none shed light on the reasons for Shaw's absence. In its response, the district said it withheld five emails because "they deal with personnel issues with two employees" at the school.

Other statements and emails provided anonymously to the newspapers detail McCracken employee's complaints about Ballard regarding scheduling and personal disagreements.

An attempt to reach Ballard at the school Wednesday was unsuccessful.

Shaw said his and other complaints about Ballard have not been addressed by the school district. In the past, when he has filed human resources complaints, they got a response or some action, he said.

Rosswurm declined to comment or confirm that she had received complaints about Ballard, saying it is a personnel issue.

Shaw said Ballard has repeatedly referred to Rosswurm as a personal friend.

Rosswurm confirmed Wednesday that she worked with Ballard in the early 1990s, when she was principal at McCracken. When asked, what her relationship with Ballard was, Rosswurm said she knew Ballard as "an employee of the district."

Rosswurm said Wednesday she is still does not know how long the review of the school might take.

Follow reporter Rachel Heaton at twitter.com/HomeroomBft.

Related content:

Police close investigation of 'unauthorized' McCracken Middle account; Dec. 5, 2012

'Unauthorized' McCracken Middle bank account was PTO's; Dec. 4, 2012

Beaufort County School District discovers unauthorized McCracken Middle bank account; Nov. 30, 2012

Beaufort County School District: McCracken Middle School principal to return soon; Nov. 15, 2012

School district mum on principal's absence; Nov. 14, 2012

McCracken Middle School principal on leave; Nov. 13, 2012

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NC Lottery

UPS#2963
1305-C North Main Street
Summerville, SC 29483
843-875-8004 Tel
843-875-5070 Fax
M-F 8am-6:30pm
Sat. 8:30am-4pm



Fax Cover

The UPS Store

To: Alice Walton

Fax #: 843.322.2389

Date:

of Pages (including cover sheet): 4

From:

P. Shaw

Phone #:

Subject: Leave Request forms

Attached are the requested leave forms.

I look forward to meeting w/ you, Phyllis & Chris Barnard. If he cannot be in our meeting @ 8:30 on Friday - please Reschedule the meeting for a time that he can be included.

New Name.

New Low UPS® Rates.

Same Helpful Services.

If you are not the intended recipient, do not disclose, copy, distribute or use this information. If you received this transmission in error, please call immediately to arrange return of the documents at no cost to you.

COMPLAINANT'S
EXHIBIT

6
640

BEAUFORT COUNTY SCHOOLS ABSENT EMPLOYEE/SUBSTITUTE REPORT

Absent Employee

Substitute

EMPLOYEE ID#	312187
NAME:	Phillip Shaw

EMPLOYEE ID#	
NAME:	

NOTE: This form can be processed ONLY with correct Employee Identification Number. The sub can be paid ONLY if they are listed on the approved sub list.

Date Absent	Leave Days (.5 or 1.0)	Sub Payment Daily Rate	Code	Signature of Substitute
11/29	1.0		3022	
11/30	1.0		3022	

For Subs paid daily rate, enter 1.0 for full day or .5 for half day.

Mother

Code 3011 - Annual Vacation - 12 Month Employees Code 3061 - Religious Leave
 Code 3021 - Personal Illness Code 3071 - Professional Leave / School Requirement (attach form)
 Code 3022 - Family Illness (state relationship) Code 3072 - Professional Leave / District Requirement (attach form)
 Code 3023 - Maternity Leave Code 3073 - Adept
 Code 3024 - FMLA Code 3074 - Reading First
 Code 3029 - Personal Leave (certified personnel only) Code 3092 - Leave Without Pay / Leave not requested/not approved
 Code 3031 - Jury Duty / Legal Leave (attach form) Code 3101 - Military Leave - Attach Orders
 Code 3041 - Bereavement / 3 Days (state relationship) Code 3261 - Workers Compensation
 Code 3042 - Bereavement / 5 Days (state relationship) Code 3333 - Comp Hours Used

 Administrator's Remarks of Reason for Disapproval: _____

District Use Only

Initial
 approved: yes or no

Absent Employee Signature _____

Administrator's Signature _____

Date _____ School/Department _____

White - Payroll

Yellow - School/Department

Pink - Employee

Gold - Substitute

BEAUFORT COUNTY SCHOOLS ABSENT EMPLOYEE/SUBSTITUTE REPORT

Absent Employee

Substitute

EMPLOYEE ID#	312187
NAME:	Phillip Shaw

EMPLOYEE ID#	
NAME:	

NOTE: This form can be processed ONLY with correct Employee Identification Number. The sub can be paid ONLY if they are listed on the approved sub list.

Date Absent	Leave Days (.5 or 1.0)	Sub Payment Daily Rate	Code	Signature of Substitute
12/7	1.0		3021	

For Subs paid daily rate, enter 1.0 for full day or .5 for half day.

Code 3011 - Annual Vacation - 12 Month Employees
 Code 3021 - Personal Illness
 Code 3022 - Family Illness (state relationship)
 Code 3023 - Maternity Leave
 Code 3024 - FMLA
 Code 3029 - Personal Leave (certified personnel only)
 Code 3031 - Jury Duty / Legal Leave (attach form)
 Code 3041 - Bereavement / 3 Days (state relationship)
 Code 3042 - Bereavement / 5 Days (state relationship)
 Code 3061 - Religious Leave
 Code 3071 - Professional Leave / School Requirement (attach form)
 Code 3072 - Professional Leave / District Requirement (attach form)
 Code 3073 - Adept
 Code 3074 - Reading First
 Code 3092 - Leave Without Pay / Leave not requested/not approved
 Code 3101 - Military Leave - Attach Orders
 Code 3261 - Workers Compensation
 Code 3333 - Comp Hours Used

 Administrator's Remarks of Reason for Disapproval: _____

District Use Only

Initial
 approved: yes or no

Absent Employee Signature _____

Administrator's Signature _____

Date _____ School/Department _____

White - Payroll

Yellow - School/Department

Pink - Employee

Gold - Substitute

BEAUFORT COUNTY SCHOOLS ABSENT EMPLOYEE/SUBSTITUTE REPORT

Absent Employee

Substitute

EMPLOYEE ID#	312187
NAME:	Philip Shaw

EMPLOYEE ID#	
NAME:	

NOTE: This form can be processed ONLY with correct Employee Identification Number. The sub can be paid ONLY if they are listed on the approved sub list.

Date Absent	Leave Days (.5 or 1.0)	Sub Payment Daily Rate	Code	Signature of Substitute
12/10	1.0		3022	
12/11	1.0		3022	
12/12	1.0		3022	

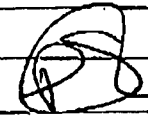
For Subs paid daily rate, enter 1.0 for full day or .5 for half day.

Code 3011 - Annual Vacation - 12 Month Employees Code 3061 - Religious Leave
 Code 3021 - Personal Illness Code 3071 - Professional Leave / School Requirement (attach form)
 Code 3022 - Family Illness (state relationship) Code 3072 - Professional Leave / District Requirement (attach form)
 Code 3023 - Maternity Leave Code 3073 - Adept
 Code 3024 - FMLA Code 3074 - Reading First
 Code 3029 - Personal Leave (certified personnel only) Code 3092 - Leave Without Pay / Leave not requested/not approved
 Code 3031 - Jury Duty / Legal Leave (attach form) Code 3101 - Military Leave - Attach Orders
 Code 3041 - Bereavement / 3 Days (state relationship) Code 3261 - Workers Compensation
 Code 3042 - Bereavement / 5 Days (state relationship) Code 3333 - Comp Hours Used

 Administrator's Remarks or Reason for Disapproval: 

District Use Only

Initial
 approved: yes or no

Absent Employee Signature 

Administrator's Signature _____

Date _____ School/Department _____

White - Payroll

Yellow - School/Department

Pink - Employee

Gold - Substitute

From: Walton, Alice W <Alice.Walton@beaufort.k12.sc.us>
Sent: Wednesday, December 12, 2012 5:31 PM
To: pshaw1170@gmail.com
Cc: White, Phyllis

We received your voicemail of this morning indicating you would be faxing your personal and family sick leave forms to the District, sending us an e-mail with your response to our recent letter, stating a need for Chris Barrow to be present at 8:30 a.m. this Friday at the follow-up interview, and asking that we confirm Chris' presence. Please be advised that Chris will not be in attendance; the conference will involve the two of us and you. We look forward to seeing you on December 14.

Regards,
Alice

Alice W. Walton
Director of Certified Personnel and Teacher Quality
Beaufort County School District
PO Drawer 309
Beaufort, South Carolina 29901-0309
843-322-2419 | Office
343-812-8374 | Mobile
843-322-2389 | Fax

COMPLAINANT'S
EXHIBIT

7

From: Barrow, Chris
Sent: Thursday, December 13, 2012 12:41 PM
To: Walton, Alice W
Subject: FW: Question/phone call

Alice

Below is an email that I just received. Per your previous instructions, I do not intend to reply to the below email without your authorization.

Chris

From: phil shaw [<mailto:pshaw1170@gmail.com>]
Sent: Thursday, December 13, 2012 12:10 PM
To: Barrow, Chris
Subject: Question/phone call

Would/Could you take a call from me?

Does that put you in a bad spot?

Thanks!

Phil Shaw

From: Barrow, Chris
Sent: Thursday, December 13, 2012 01:08 PM
To: Walton, Alice W
Subject: FW: Fwd:

Alice

It is my intent not to respond to this one either.....

Chris

From: phil shaw [mailto:pshaw1170@gmail.com]
Sent: Thursday, December 13, 2012 12:47 PM
To: Barrow, Chris
Subject: Fwd:

At this meeting - sorry

----- Forwarded message -----

From: phil shaw
Date: Thursday, December 13, 2012
Subject:
To: Chris.Barrow@beaufort.k12.sc.us

Chris - why will they not let you be this meeting?

----- Forwarded message -----

From: Walton, Alice W <Alice.Walton@beaufort.k12.sc.us>
Date: Wed, Dec 12, 2012 at 5:30 PM
Subject:
To: "pshaw1170@gmail.com" <pshaw1170@gmail.com>
Cc: "White, Phyllis" <Phyllis.White@beaufort.k12.sc.us>

We received your voicemail of this morning indicating you would be faxing your personal and family sick leave forms to the District, sending us an e-mail with your response to our recent letter, stating a need for Chris Barrow to be present at 8:30 a.m. this Friday at the follow-up interview, and asking that we confirm Chris' presence. Please be advised that Chris will not be in attendance; the conference will involve the two of us and you. We look forward to seeing you on December 14.

Regards,

Alice

Alice W. Walton

Director of Certified Personnel and Teacher Quality

Beaufort County School District

PO Drawer 309

Beaufort, South Carolina 29901-0309

843-322-2419 | Office

843-812-8374 | Mobile

843-322-2389 | Fax

*** eSafe scanned this email for malicious content ***

*** IMPORTANT: Do not open attachments from unrecognized senders ***

From: Barrow, Chris
Sent: Thursday, December 13, 2012 2:56 PM
To: Walton, Alice W
Subject: Phone Call

on 12/13/12, at 1434HRs I received a voice mail message on my cell phone from Denise Gibbo, asking me to call her. I returned the call and spoke with Ms. Gibbo. Ms. Gibbo was polite and respectful. She said that Phil Shaw was trying to get ahold of me and asked if I could contact him. I said that I was not able to talk to him or discuss his case. She said that Phil had hoped that I would be at the meeting scheduled for the 14th. I again told her that I was not able to speak about that particular meeting, what it was in regards to or anything about the case involving Phil.

She said that Phil had hoped that I could be in attendance a tomorrow's meeting, but that she understood what I was saying, we then ended the call.

Chris

From: phil shaw [mailto:pshaw1170@gmail.com]
Sent: Thursday, December 13, 2012 05:14 PM
To: Walton, Alice W; Barrow, Chris; White, Phyllis
Subject: meeting

Alice -

I am astonished that you will not allow Chris to be in this meeting. If he has a schedule conflict, I am requesting the meeting be rescheduled. If you are not allowing him to attend the meeting for any other reason I would like to know why.

As the person responsible for protective services and the one sent to the police department to file the police report - he has first hand knowledge that is critical.

I am suspect to you not allowing him to be in this meeting. Far too much has transpired for him not to be included.

Too many false statements / allegations have been made and it is time that people be held accountable for their words / actions.

We are all interested in the truth and have nothing to hide.

Your two on one style of questioning needs to end.

I am once again requesting that the person responsible Protective Services for Beaufort County School District - be allowed to attend this meeting.

The questions and allegations implied by those questions, from our previous meeting are far too substantial to be part of an HR investigation alone. Your questions to me in our last meeting were of the nature of criminal conduct. Why would we not want the person with the most police experience and clearly an expert in the field not sitting in the room?

From our last meeting you stated there would be an internal audit, letter sent to me and then go to the police department. All of that was skipped and you went straight to the police, spoke to staff, and called every household of McCracken, and notified media. What you failed to tell everyone was that you knew who received the bank statements, who could sign the checks and that the account was opened in 1999 when Mr. Hitch was principal. Why was this information excluded?

I would like to see the phone records where you called Denise Gibbo and Kelly Vannoni. Why was the information about who could sign checks, where statements were going and that the account was 13 years old excluded when speaking with the staff at McCracken, 950 homes on the auto dialer, the newspaper and TV stations? You knew it that day - and you confirmed it in our conference. Why would you not allow me to call Denise or Kelly? Did you inform Mr. Barrow that I was banned from calling or contacting anyone?

These are a few of the many examples and reasons why I am strongly requesting that the person in charge of

protective services for our school district be included in this meeting.

We ALL need to be held accountable for our actions! No one has anything to hide.

(sent via email and mobile phone / blackberry)

Phil Shaw

MEMO

Date: January 8, 2013

To: Rosella Robinson, HR Benefits Coordinator

From: Robert Lolik, LISW-CP, ACSW, BCD

Re: Philip C Shaw, DOB: 1/11/ 1970

Dear Ms. Robinson,

Philip Shaw was seen in my practice today. My clinical interview provided a psychosocial assessment and diagnostic conclusion. Mr. Shaw is obviously suffering from work-related stressors that have evolved into complex ethical and legal matters and are career threatening. He was also seen by his physician today and was determined to have excessively high blood pressure and anxiety. He reports that his doctor said a few more points and she would have taken him to the Emergency Room. He was prescribed high blood pressure medication and an anti-anxiety agent. He most assuredly meets the criteria for: Adjustment Disorder With Mixed Emotional Features Anxiety and Depression, 309.28, and rule out Anxiety Disorder, 300.00.

Mr. Shaw will continue in psychotherapeutic treatment for an indeterminate length of time. He, of course, is not able to work currently and should be eligible for sick leave or family leave during this indeterminate period of time.

If I can be of any further assistance please contact me by fax or phone with patient's written authorization. Thank you for your time and consideration.

Sincerely,

Robert Lee Lolik, LISW-CP

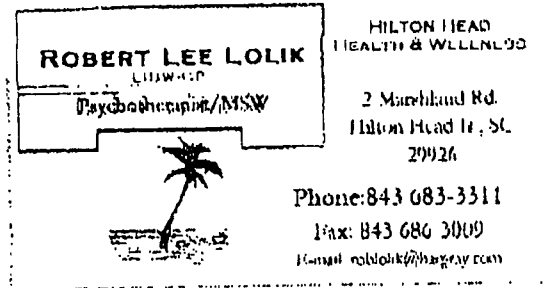
Robert Lee Lolik, LISW-CP, ACSW, BCD

RECEIVED

JAN 08 2013

COMPLAINANT'S
EXHIBIT

12



RECEIVED

JAN 11 2012

BEAUFORT COUNTY SCHOOLS
OFFICE OF HUMAN RESOURCES

JENNIFER J. BAZZLE, MSN, APRN, BC
MG 144 0308 - 1013090924

ANNA WELLS SHARP, MSN, APRN, BC
MW 2057809 - 1790019602

SHERIDAN PARK, 18 REKINGTON DRIVE, SUITE C
BLUFFTON, SC 29910

PHONE: (843) 757-5853 FAX: (843) 757-5646

NAME Philip Howard DATE 1-8-13

DRUG	DISP	SIG	REFILLS
Please excuse			
from work			
1-2-13 thru 1-14-13			
			

DISPENSE AS WRITTEN PRODUCT SELECTION PERMITTED

BLUE BACKGROUND REFLECTIVE WATER MARK ON BACK. SECURITY FEATURES LISTED ON BACK

COMPLAINANT'S
EXHIBIT

13

From: Phillip Shaw [<mailto:phillipcshaw@gmail.com>]
Sent: Monday, January 14, 2013 12:14 PM
To: Rosswurm, Jacqueline; Walton, Alice W; Robinson, Rosella C.
Subject: Leave documentation request

Good Morning!

I am requesting any additional paperwork that I will need to complete while out on leave.

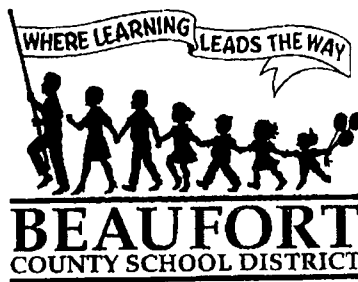
You should be in receipt of documentation from my physician as well as psychotherapist. I am on leave while dealing with the stress that both family members as well as myself have been enduring.

I am unsure how long I will be out. When I have that information I will be in contact.

Ms. Walton is in receipt of the documentation from my physician and Ms. Robinson had been contacted by my psychotherapist.

I thank you for your assistance in the matter.

Phillip Shaw



January 17, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

I am writing to acknowledge receipt of an informal memorandum faxed by you to Benefits Coordinator Rosella Robinson on January 8, 2013, and to follow-up on that writing.

Initially, the memorandum from Hilton Head Health & Wellness, which was sent via facsimile, did not print out clearly. Because of the poor quality of the copy the District received, I am requesting that you ask Robert Lee Lolick, Psychotherapist, or someone from his office to fax a copy of Mr. Lolick's January 8, 2013, written statement directly to the District at (843) 322-2389, which may improve the readability of the copy. Mr. Lolick should also provide the District with confirmation of the dates you were seen by him and the specific length of time he anticipates you will be unable to work. In the alternative, attached is a release that you may sign, date, have notarized, and return to Ms. Robinson's attention on or before January 22, 2013, should you prefer the District to contact Mr. Lolick directly.

Also, Ms. Robinson forwarded information and required documents regarding your rights under the Family and Medical Leave Act on January 16, 2013, via US regular mail and your email address of phillipshaw@gmail.com. It is imperative that you comply with the time frame set forth in that statute and in H.R.S. 16—Staff Leaves and Absences.

Should you have questions regarding the above, please do not hesitate to call me.

Sincerely,

Alice W. Walton
Director of Certified Personnel and Teacher Quality

Attachment

c: Rosella C. Robinson (w/ attach.)

COMPLAINANT'S
EXHIBIT

15

AUTHORIZATION TO RELEASE PERSONAL HEALTH INFORMATION

I, Phillip C. Shaw, hereby authorize Hilton Head Health & Wellness to confirm the date and time that I was seen by Robert Lee Lolik, psychotherapist, directly to Beaufort County School District. Further, I authorize Mr. Lolik to provide directly to Beaufort County School District a copy of his January 8, 2013, written statement regarding my health condition and length of time that Mr. Lolik believes it necessary for me to remain away from my job as an administrator.

Said authorization expires two weeks from the date indicated below or at such time as I may revoke this authorization in writing.

Employee's Signature

Date

Social Security No.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2013

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____



Certification of Health Care Provider (Family and Medical Leave Act of 1993)

1. Employee's Name Phillip Shaw

2. Patient's Name (If different from employee)

3. Page 3 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.
(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None _____

4. Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories: Psychological dysfunction as exhibited by symptoms of Diagnosis: Adjustment Disorder & Mixed Emotional features anxiety & Depression 309.15, & rule out Anxiety Disorder 300.00. Dysfunctional symptoms precipitated by PT's experience of perceived unjust, hostile & retaliatory, career threatening work environment

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's incapacity if different):
11-9-2012 probably 12 mths or longer

b. Will it be necessary for the employee to take off work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?
No, unable to work at all in current Education Administration Structure as negatively perceived by patient.

1. If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:
NA

6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.
2-4 times a mo.

1. If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:
NA

b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatment: as currently being treated by Medical Physician for physiological complications as well as psychological - prescribed Xanax, Lexapro & Ambloipine Besylate.

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):
Individual Psychotherapy - due to stressors of family possible family session.

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

yes

b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?

Not able to perform usual job or any under his perceptions of current hostile, harassing, retaliatory & career threatening behaviors of Education Administration

1. If yes, please list the essential functions the employee is unable to perform:

NA

c. If neither (a) nor (b) applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

NA

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:



Signature of Health Care Provider: Robert Lolk MD, PC, ACW, BCD
Street Address: 2 Marshland Rd.
City: Hilton Head State: SC Zip: 29926
Type of Practice: Psychiatrist / Clinical Social Worker
Telephone Number: 843 683-3311
Date: 1-27-2013

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee's Signature

Date

1-22-13

NOTE: ALL QUESTIONS MUST BE COMPLETELY ANSWERED IN ORDER TO APPROVE FMLA...

Mckeown, Denise R

From: Robinson, Rosella C.
Sent: Thursday, January 24, 2013 12:37 PM
To: Phillip Shaw
Cc: Mckeown, Denise R
Subject: RE: Leave documentation request

COMPLAINANT'S
EXHIBIT

17

Mr. Shaw,
Thank you for following up. I did receive a fax from Mr. Lolik on January 8th.

Thank you,

*Rosella Robinson
Benefits Specialist
Beaufort County School District
843-322-2405 (Voice#)
843-322-2391 (Fax #)*

From: Phillip Shaw [<mailto:phillipshaw@gmail.com>]
Sent: Wednesday, January 23, 2013 1:31 PM
To: Robinson, Rosella C.
Subject: Re: Leave documentation request

Thank you so much! I hope you are doing well.

I have dropped off the paperwork to Mr. Lolik and will be sending my paperwork back soon.

I just want to make sure that you received Mr. Lolik's letter dated January 8th, as he confirmed with me that he did send it (always better safe than sorry).

Thank you for all your help as always!

Phillip

On Wed, Jan 16, 2013 at 3:53 PM, Robinson, Rosella C. <Rosella.Robinson@beaufort.k12.sc.us> wrote:

Please complete attached FMLA forms and return to me at the District Office by January 30, 2013

Mr. Shaw,

Attached is the Family Medical Leave Act (FMLA) leave documentation you requested. The Request Form is for you to complete with your start date and anticipated ending date. The Certification of Health Care Provider is for your doctor to complete. Once you have both forms completed please return them to me at the district office.

An employee can take up to 12 weeks/ 60 working days to be out on FMLA. Only days that you are required to work will be counted as FMLA. The only portion of this leave that will be paid leave depends on the number of sick leave days you have at the time you start your leave.

If you have any questions please let me know.

Thank you,

Rosella Robinson

Benefits Specialist

Beaufort County School District

843-322-2405 (Voice#)

843-322-2391 (Fax #)

From: Phillip Shaw [mailto:phillipshaw@gmail.com]

ent: Monday, January 14, 2013 12:14 PM

ro: Rosswurm, Jacqueline; Walton, Alice W; Robinson, Rosella C.

Subject: Leave documentation request

Good Morning!

I am requesting any additional paperwork that I will need to complete while out on leave.

You should be in receipt of documentation from my physician as well as psychotherapist. I am on leave while dealing with the stress that both family members as well as myself have been enduring.

I am unsure how long I will be out. When I have that information I will be in contact.

Ms. Walton is in receipt of the documentation from my physician and Ms. Robinson had been contacted by my psychotherapist.

I thank you for your assistance in the matter.

Phillip Shaw



February 15, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

COMPLAINANT'S
EXHIBIT

18

Dear Mr. Shaw:

I am writing in follow-up to several letters sent to you regarding your leave status and the administration's expectation that you report to a meeting with Chief Operational Services Officer Phyllis White and me.

It is my understanding from Benefits Coordinator Rosella Robinson that on January 28, 2013, you submitted the necessary paperwork to be placed on leave under the Family and Medical Leave Act (FMLA) effective November 9, 2012, for sixty work days. Under separate cover, Ms. Robinson will confirm the follow-up that is expected in order for you to remain on FMLA leave through March 11, 2013. As Ms. Robinson will further reiterate, all approved FMLA leave runs concurrently with your paid sick leave. The District had you listed as on paid administrative leave from November 8, 2012, to January 2, 2013. During that time period you used 33 days as "paid leave" for personal or family illness. These 33 days of paid sick leave will be subtracted from the 60 days granted as FLMA. Therefore, the 33 days are running concurrently with your FMLA leave. Please understand that, as of today, you have 48.75 days of paid sick leave remaining.

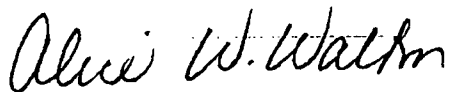
As you know, the District reassigned you to the position of Director of Right Choices with the understanding that should further concerns with your conduct as the former Principal of H.E. McCracken arise, they would be addressed. In light of the length of time that has passed since your reassignment, Ms. White and I would like to meet with you as soon as possible. The two of us plan to ask you questions based on Ms. White's completed inquiry into the Student Activities monies under your care while a principal, discuss your reassignment, and listen to whatever you wish to share about concerns or personnel issues at H.E. McCracken Middle School.

The FMLA documents you have provided to the District last month address your ability to return to work; however, it is not clear to us that you are unable to come in for a conference. If Robert Lolick, LSW, or another of your health care providers believes this is the case,

please have him/her certify that your current condition prohibits you from meeting with Ms. White and me at this time. The administration expects you to have a health care provider submit this certification directly from his/her office to my attention via e-mail alice.walton@beaufort.k12.sc.us or facsimile 843-322-2389 on or before February 22, 2013.

Should you have questions regarding the matters contained in this correspondence, please do not hesitate to contact me by telephone during normal business hours.

Sincerely,

A handwritten signature in cursive script that reads "Alice W. Walton".

Alice W. Walton
Acting Human Resources Officer

c: Phyllis S. White, C.P.A.
Rosella C. Robinson

From: Phillip Shaw [mailto:phillipshaw@gmail.com]
Sent: Wednesday, February 20, 2013 12:49 PM
To: Walton, Alice W
Subject: FMLA

Ms. Walton,

I am writing in response to your letter dated February 15th and to clarify several inaccuracies. My FMLA began on January 9th not November 9th as stated in your letter. The first day of my illness was on January 2nd as stated by my physician in the note you are in receipt of. According to my calculations my FMLA would end on April 4th and not March 11th.

I would also like to further clarify that I was placed on administrative leave in my office on November 8th because of the stated investigation concerning the transport of a student on November 7th.

Additionally, prior to my illness and going out on FMLA in early January I had only taken a total of 6 days off and you are in receipt of my signed time and attendance sheets for those days. I will be more than happy to send you a duplicate copy of the leave forms you requested that I submit, if necessary.

I am astonished at the claim of 33 days being taken by me between the time period of November 8th and January 2nd in that there were only 28 work days as the district was closed December 24th through January 1st. Clearly I was not out by choice as I was placed on paid administrative leave.

I am requesting that all of the above information be corrected as this is yet again another example of misinformation that has occurred throughout your investigation.

Concerning a meeting, I find it interesting that you are seeking to meet in that you are stating your investigation is complete. I will be more than happy to meet once I have been cleared to and at that meeting I additionally expect Denise Gibbo, Joseph Warfield, Chris Barrow, Lois Harper and Barbara Williams all be present.

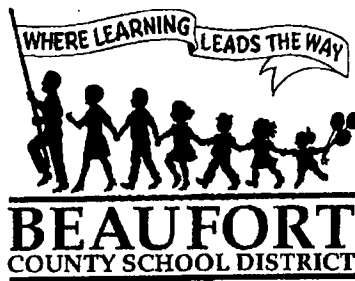
As you are well aware I have been seeking the truth be known for months and that will never happen until everyone is at the same table.

Finally, my next appointment with Mr. Lolik is early next week and I will have him fax the information you are requesting. I do not believe it is his practice to fax anything prior to an appointment.

I look forward to your response.

Sincerely,

Phillip Shaw



March 5, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

This is written to acknowledge and respond to your e-mail of February 20, 2013. In that writing you demand and/or assert a number of things. My responses follow.

Demand/Assertion One: "My FMLA began on January 9th not November 9th as stated in your letter."

Response: Beaufort County School District (District) does not arbitrarily establish the beginning and ending dates of its employees leave under the Family and Medical Leave Act (FMLA). Rather, the District accepts the information it receives from an employee's own FMLA health care provider and uses the data in accord with law. As reflected on the *Certification of Health Care Provider (Family and Medical Leave Act of 1993)* form submitted by your health care provider, Social Worker Robert Lolick, on January 27, 2013, the approximate date of your FMLA medical condition and its duration are "11-9-2012 probably 12 weeks or longer." Therefore, the District designated all personal sick leave that you took after November 9, 2012, as FMLA leave to run concurrently with any paid sick leave available to you.

Demand/Assertion Two: "I would also like to further clarify that I was placed on administrative leave in my office on November 8th because of the stated investigation concerning the transport of a student on November 7th."

Response: Your "clarification" is inaccurate. On November 8, 2013, Acting Superintendent Jacqueline Rosswurm and I informed you orally, and I confirmed in writing thereafter,¹ that the reasons for your placement on paid administrative leave were "due to concerns regarding your whereabouts during school hours, veracity about the same, and failure to comply with District Office administrative directives." Never did Dr. Rosswurm or I ever tell you that your placement on administrative leave was because the administration had a concern about "the transport of a student."

Demand/Assertion Three: "[P]rior to my illness and going out on FMLA in early January [sic] I had only taken a total of 6 days off [sic] and you are in receipt of my signed time and attendance

¹ Please refer to my letter of November 12, 2012.

sheets for those days . . . I am astonished at the claim of 33 days being taken by me between the time period of November 8th and January 2nd in that there were only 28 work days as the district was closed December 24th through January 1st. Clearly I was not out by choice as I was placed on paid administrative leave."

Response: There were 29 work days from November 8, 2012, through December 31, 2012, not 28 as you assert. Per the terms of your paid administrative leave, you had to "remain available by telephone during normal school/work hours, i.e., between 7:15 a.m. until 4:00 p.m. . . ." As you are aware from numerous voicemail, text messages, and other correspondence, you failed to abide by those requirements and called instead and left voicemail messages after business hours informing the District on 11 work days, i.e., November 27, 2012, and November 29-30, 2012, family illness; December 6 and 7, 2012, personal illness; and December 10-13 and 19-20, 2012, family illness, that you were unavailable to the administration. Accordingly, those days are not deemed as paid administrative leave.

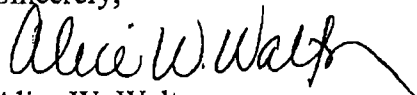
In short, of the 29 work days from November 8, 2012, through December 31, 2012, you were on paid administrative leave for 17 days and on either personal or family sick leave for 11 days.

Demand/Assertion Four: "I would be more than happy to meet [with the District] once I have been cleared to and at that meeting [sic] I additionally expect Denise Gibbo, Joseph Warfield, Chris Barrow, Lois Harper and Barbara Williams all be present . . . my next appointment with Mr. Lolick is early next week [sic] and I will have him fax the information you are requesting..."

Response: I am delighted that you are happy to meet with Chief Operational Services Officer Phyllis White and me upon clearance by Mr. Lolick. Please understand, however, that employees do not dictate who will be present at conferences their employers require. The purpose of the upcoming conference will be to discuss matters specifically related to your employment with the District and to let you share any concerns you may have regarding the staff of H.E. McCracken during your last year as principal. Accordingly, it would not be appropriate to have the other individuals you named present. Please know that Ms. White and I look forward to discussing in the near future the matters mentioned in my letter of February 15, 2013.

I shall await the statement from your health care provider certifying that your current condition prohibits you from not only working but meeting with Ms. White and me at this time. Per your e-mail remark that you are seeing Mr. Lolick early this week, his certification ought to be received by the District directly from Mr. Lolick via e-mail or facsimile on or before March 14, 2013.

Sincerely,



Alice W. Walton

Director of Certified Personnel and Teacher Quality

c: Phyllis S. White, C.P.A.
Rosella C. Robinson



Psychotherapist/MSW

HILTON HEAD
HEALTH & WELLNESS

2 Marshland Rd.
Hilton Head Is., SC
29926

Phone: 843 683-3311

Fax: 843 683-3049

E-mail: rloh@hagray.com

Fax

To: Rosella Robinson HR Coordinator From: R. Lohr, LMSW
Fax: 322-2391 Date: _____
Phone: _____ Pages: Cover + 2
Re: Phillip Shaw CC: _____

☒ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

I was informed that my response to question 5a on the FMLA request form was not clear that this leave request should be from date of application, i.e. 1-22-13, with Mr. Shaw's signature. The date 11-9-12 is the date that his stressors began and was put on administrative leave. That has nothing to do with this current request for FMLA from 1-22-13 that I completed on 1-27-13. Thank you

The attached information is confidential. This transmission is intended for the use of the individual or entity for whom it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution, or copying of this information is strictly prohibited and may violate federal law. If you receive this transmission in error, please notify us by telephone to arrange for the return of the document. Thank you.

I have enclosed the FMLA request with 5a amended.

R. Lohr, LMSW

COMPLAINANT'S
EXHIBIT

21



**Certification of Health Care Provider
(Family and Medical Leave Act of 1993)**

1. Employee's Name Phillip Shaw 2. Patient's Name (If different from employee)

3. Page 3 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ or None _____

4. Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories: Psychological dysfunction as exhibited by symptoms of Diagnosis: Adjustment Disorder - Mixed Emotional features anxiety & Depression 309.25, & rule out Anxiety Disorder 300.00. Dysfunctional symptoms precipitated by PT's experience of perceived unjust, hostile & retaliatory, career threatening work environment

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's incapacity if different):

Initial: 11-9-2012 / probably 12 wks or longer from today 1-22-13

b. Will it be necessary for the employee to take off work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?

No, unable to work at all in current Education Administration structure as negatively perceived by patient.

1. If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

NA

6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

2 - 4 times a mo.

1. If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

NA

b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatment: As currently being treated by Medical Physician for physiological complications as well as psychological - prescribed Xanax, Lexapro & Ambisipine Beaslate.

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

Individual Psychotherapy - due to stressors of family possible family session.

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

yes

b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?

Not able to perform usual job or any under his perceptions of current hostile, harassing, retaliatory & career threatening behaviors of Education Administration

1. If yes, please list the essential functions the employee is unable to perform:

NA

c. If neither (a) nor (b) applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

NA

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:



Robert L. Lalk, MD, FACP, AGS, BCD
Signature of Health Care Provider

Psychiatrist / Clinical Social Worker
Type of Practice

2 Marshall Rd.
Street Address

843 683-3311
Telephone Number

Hilton Head SC 29926
City State Zip

1-27-2013
Date

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

[Signature]
Employee's Signature

1-22-13
Date

NOTE: ALL QUESTIONS MUST BE COMPLETELY ANSWERED IN ORDER TO APPROVE FMLA...

PSC 2000 Series 2510
Personal Printer/Fax/Copier/Scanner

Log for
Rosella, Velda & Dixie
843 322 2391
Mar 06 2013 9:28PM

Last Transaction

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Mar 6	9:26PM	Received	843 686 3009	1:40	3	OK

From: Walton, Alice W <Alice.Walton@beaufort.k12.sc.us>
Sent: Thursday, April 04, 2013 5:10 PM
To: phillipshaw@gmail.com
Subject: Correspondence
Attachments: Shaw April 4.pdf

Mr. Shaw,

Please see the attached correspondence.

Regards,

Alice W. Walton

Director of Certified Personnel and Teacher Quality
Beaufort County School District

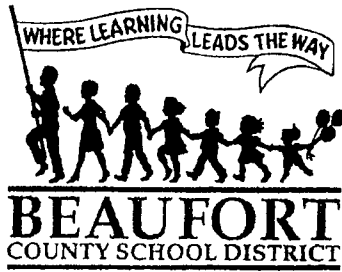
843-322-2419 | Office

843-812-8374 | Mobile

843-322-2389 | Fax

COMPLAINANT'S
EXHIBIT

22



April 4, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

Your most recent e-mails of March 20 and 26, 2013, indicate an apparent failure to understand matters the District administration has previously addressed with you. Additionally, you are asserting incorrect statements as fact as discussed in more detail below.

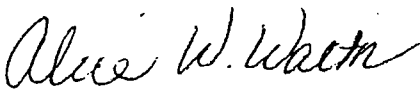
Initially, you indicate that Social Worker Rob Lolik, in a document faxed to the District Office on March 6, 2013 "clearly communicated the onset of my FMLA as being January 2nd . . . [h]is original communication only referenced November 9th as the first date when I was placed on leave by the district." As explained in my letter of March 19, 2013, addressing this same issue, I informed you that "[b]eyond providing the District with the beginning date of the condition that forms the basis of the request for FMLA leave, Mr. Lolik does not have the authority to determine the period of FMLA leave." Moreover, if you will refer to Mr. Lolik's comments on the first page of his facsimile, he wrote, "The date 11-9-12 is the first date that his stressors began and [sic] was put on administrative leave." (Emphasis added.) Given that you have been granted FMLA leave for adjustment disorder and mixed emotional features, anxiety, and depression and anxiety disorder that began on November 9, 2012, the correct start date of your FMLA leave is and remains November 9, 2012.

Additionally, you seem to not understand that a qualified employee is only granted a total of 12 weeks or 60 days in the 12-month period the District uses for FMLA leave and that FMLA may run concurrently with other forms of leave. Whether the District started your approved FMLA leave on November 9, 2012, which it has, or whether it bowed to your demand and started the FMLA clock running on January 22, 2013, which you insist is the correct date, the 12-weeks or 60 days authorized under the FMLA will run out far ahead of any paid sick leave you have under District policies. In other words, you are arguing over a start date that in your particular situation is of no consequence.

Moreover, there is no such thing as an extension of FMLA leave except to care for a covered military service member with a serious injury or illness. Therefore, your recent assertion, i.e., "I will be seeking an extension for at least three weeks. I will keep you updated if I should need a full 30 day extension," is not based on any right set forth in the FMLA. Instead, as explained in my letter of March 19, 2013, your paid sick leave runs out on May 16, 2013. Should you desire to use some or all of the 44 days of paid annual leave available to you to remain out ill, pursuant to HRS 19—Vacations and Holidays, you must make a written request on the approved District form (attached to the aforementioned letter) and receive prior approval from the Acting Superintendent. Also in my letter of March 19, 2013, I requested that you provide the administration with "a physician's statement verifying the nature of [your] illness" and the approximate duration of the same. I asked that you have a physician sign and submit this verification directly to my attention on or before March 28, 2013. I have not received such statement.

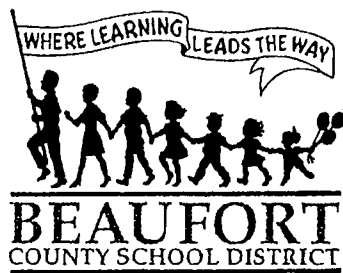
Should you continue to not understand the District's position regarding your absences from work based on several written responses to the same inquiries, I am uncertain as to what the District can do to explain this matter further.

Sincerely,



Alice W. Walton
Acting Human Resource Services Officer

c: Jacqueline M. Rosswurm, Ph.D.
Rosella C. Robinson



March 19, 2013

VIA EMAIL & UNITED STATES MAIL

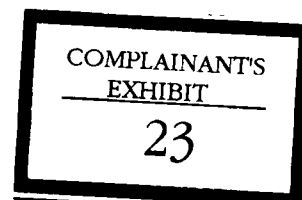
Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

The administration is in receipt of your most recent Family and Medical Leave Act (FMLA) request forms, including the information submitted by Robert Lolik, in which he indicates he is clarifying an earlier response regarding the date the condition that led to your request for FMLA leave should begin. After reviewing this matter, the District believes that its prior designation of November 9, 2012, as the date upon which your FMLA leave began, remains appropriate.

By letter dated February 15, 2013, I advised of the District's position regarding your FMLA leave. Specifically, I informed you that the District was calculating your FMLA leave to run concurrently with your other leave, including paid administrative leave as well as the "paid leave" for personal or family illness. The District used the date of November 9, 2012, as the start date based on Mr. Lolik's certification that this was when your condition commenced. Mr. Lolik is now indicating that the leave request should be from the date of application, in this case, from January 22, 2013. Beyond providing the District with the beginning date of the condition that forms the basis of the request for FMLA leave, Mr. Lolik does not have the authority to determine the period of FMLA leave. The District has considered all of the pertinent information in this matter and concluded that, under these circumstances, the appropriate start date for your FMLA leave is November 9, 2012. Accordingly, your FMLA leave ended effective February 15, 2013.

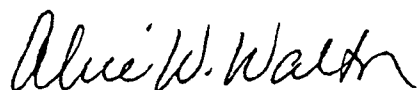
As you know, however, in addition to your FMLA leave, you have paid sick leave available to you. This is allowing you to remain on sick leave even though your FMLA leave has expired. Importantly, your paid sick leave will end on May 16, 2013. You also have 44 days of annual leave. Should you continue to be ill while abiding by District policies with respect to absences and wish to utilize some or all of your 44 days of annual leave, pursuant to HRS 18—Vacations and Holidays, you must make such a request in writing on an approved leave form and receive prior approval from the Acting Superintendent. As a courtesy, I have attached an appropriate leave form to this correspondence.



In the interim and in accord with HRS 16—Staff Leaves and Absences, the administration is requiring “a physician’s statement verifying the nature of [your] illness” and the approximate duration of the same. (Emphasis added.) I ask that you have a physician sign and submit this verification directly to my attention on or before March 28, 2013.

I trust you understand the District's position regarding your continued absence from work. Please contact me if you have questions or concerns regarding the above.

Sincerely,

A handwritten signature in cursive script, reading "Alice W. Walton".

Alice W. Walton
Acting Human Resources Services Officer

Attachment

c: Jacqueline M. Rosswurm, Ph.D.
Rosella C. Robinson

BEAUFORT COUNTY SCHOOLS ABSENT EMPLOYEE/SUBSTITUTE REPORT

Absent Employee

Substitute

EMPLOYEE ID#
NAME:

EMPLOYEE ID#
NAME:

NOTE: This form can be processed ONLY with correct Employee Identification Number. The sub can be paid ONLY if they are listed on the approved sub list.

Date Absent	Leave Days (.5 or 1.0)	Sub Payment Daily Rate	Code	Signature of Substitute

For Subs paid daily rate, enter 1.0 for full day or .5 for half day.

Code 3011 - Annual Vacation - 12 Month Employees Code 3021 - Personal Illness Code 3022 - Family Illness (state relationship) Code 3023 - Maternity Leave Code 3024 - FMLA Code 3029 - Personal Leave (certified personnel only) Code 3031 - Jury Duty / Legal Leave (attach form) Code 3041 - Bereavement / 3 Days (state relationship) Code 3042 - Bereavement / 5 Days (state relationship)	Code 3061 - Religious Leave Code 3071 - Professional Leave / School Requirement (attach form) Code 3072 - Professional Leave / District Requirement (attach form) Code 3073 - Adept Code 3074 - Reading First Code 3092 - Leave Without Pay / Leave not requested/not approved Code 3101 - Military Leave - Attach Orders Code 3261 - Workers Compensation Code 3333 - Comp Hours Used

 Administrator's Remarks of Reason for Disapproval: _____

District Use Only

Initial approved: yes or no

Absent Employee Signature _____

Administrator's Signature _____

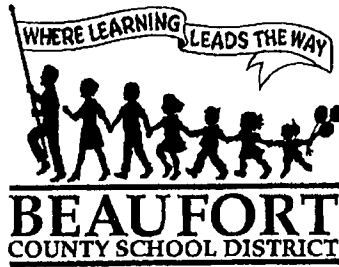
Date _____ School/Department _____

White - Payroll

Yellow - School/Department

Pink - Employee

Gold - Substitute



March 19, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

The administration is in receipt of your most recent Family and Medical Leave Act (FMLA) request forms, including the information submitted by Robert Lolik, in which he indicates he is clarifying an earlier response regarding the date the condition that led to your request for FMLA leave should begin. After reviewing this matter, the District believes that its prior designation of November 9, 2012, as the date upon which your FMLA leave began, remains appropriate.

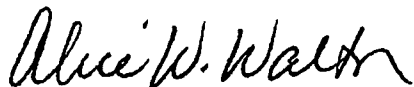
By letter dated February 15, 2013, I advised of the District's position regarding your FMLA leave. Specifically, I informed you that the District was calculating your FMLA leave to run concurrently with your other leave, including paid administrative leave as well as the "paid leave" for personal or family illness. The District used the date of November 9, 2012, as the start date based on Mr. Lolik's certification that this was when your condition commenced. Mr. Lolik is now indicating that the leave request should be from the date of application, in this case, from January 22, 2013. Beyond providing the District with the beginning date of the condition that forms the basis of the request for FMLA leave, Mr. Lolik does not have the authority to determine the period of FMLA leave. The District has considered all of the pertinent information in this matter and concluded that, under these circumstances, the appropriate start date for your FMLA leave is November 9, 2012. Accordingly, your FMLA leave ended effective February 15, 2013.

As you know, however, in addition to your FMLA leave, you have paid sick leave available to you. This is allowing you to remain on sick leave even though your FMLA leave has expired. Importantly, your paid sick leave will end on May 16, 2013. You also have 44 days of annual leave. Should you continue to be ill while abiding by District policies with respect to absences and wish to utilize some or all of your 44 days of annual leave, pursuant to HRS 18—Vacations and Holidays, you must make such a request in writing on an approved leave form and receive prior approval from the Acting Superintendent. As a courtesy, I have attached an appropriate leave form to this correspondence.

In the interim and in accord with HRS 16—Staff Leaves and Absences, the administration is requiring “a physician’s statement verifying the nature of [your] illness” and the approximate duration of the same. (Emphasis added.) I ask that you have a physician sign and submit this verification directly to my attention on or before March 28, 2013.

I trust you understand the District's position regarding your continued absence from work. Please contact me if you have questions or concerns regarding the above.

Sincerely,

A handwritten signature in cursive script that reads "Alice W. Walton".

Alice W. Walton
Acting Human Resources Services Officer

Attachment

c: Jacqueline M. Rosswurm, Ph.D.
 Rosella C. Robinson

BEAUFORT COUNTY SCHOOLS ABSENT EMPLOYEE/SUBSTITUTE REPORT

Absent Employee

EMPLOYEE ID#
NAME:

Substitute

EMPLOYEE ID#
NAME:

NOTE: This form can be processed ONLY with correct Employee Identification Number. The sub can be paid ONLY if they are listed on the approved sub list.

Date Absent	Leave Days (.5 or 1.0)	Sub Payment Daily Rate	Code	Signature of Substitute

For Subs paid daily rate, enter 1.0 for full day or .5 for half day.

Code 3011 - Annual Vacation - 12 Month Employees Code 3021 - Personal Illness Code 3022 - Family Illness (state relationship) Code 3023 - Maternity Leave Code 3024 - FMLA Code 3029 - Personal Leave (certified personnel only) Code 3031 - Jury Duty / Legal Leave (attach form) Code 3041 - Bereavement / 3 Days (state relationship) Code 3042 - Bereavement / 5 Days (state relationship)	Code 3061 - Religious Leave Code 3071 - Professional Leave / School Requirement (attach form) Code 3072 - Professional Leave / District Requirement (attach form) Code 3073 - Adept Code 3074 - Reading First Code 3092 - Leave Without Pay / Leave not requested/not approved Code 3101 - Military Leave - Attach Orders Code 3261 - Workers Compensation Code 3333 - Comp Hours Used

 Administrator's Remarks of Reason for Disapproval: _____

District Use Only

Initial approved: yes or no

Absent Employee Signature _____

Administrator's Signature _____

Date _____ School/Department _____

White - Payroll

Yellow - School/Department

Pink - Employee

Gold - Substitute

MEMO

Date: April 14, 2013



Psychotherapist/MSW



HILTON HEAD
HEALTH & WELLNESS

2 Marshland Rd.
Hilton Head Is., SC
29926

Phone: 843 683-3311

Fax: 843 686-3009

E-mail: rllolik@hugobay.com

To: Rosella Robinson

From: Robert L Lolik, LISW-CP, ACSW, BCD

Re: Phillip Shaw

Dear Ms. Robinson,
Philip Shaw continues to be seen in psychotherapy treatment in my practice. As detailed in my previous letter of January 8, 2013 and in the F MLA application he continues with symptoms of the diagnoses: Adjustment Disorder with Mixed Emotional Features. I cannot project a termination date or discharge from services at this time.

If I can be of any further help or assistance please contact me via email or phone call or fax.

Sincerely,

Robert Lee Lolik, LISW - CP, ACSW, BCD

RECEIVED
APR 16 2013

From: Walton, Alice W <Alice.Walton@beaufort.k12.sc.us>
Sent: Wednesday, April 17, 2013 1:13 PM
To: phillipcshaw@gmail.com
Subject: Correspondence
Attachments: Shaw April 17.pdf

Phillip,

Please see the attached correspondence.

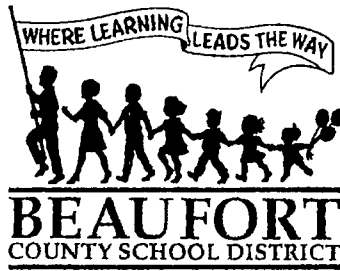
Regards,

Alice W. Walton

Director of Certified Personnel and Teacher Quality
Beaufort County School District
843-322-2419 | Office
843-812-8374 | Mobile
843-322-2389 | Fax

COMPLAINANT'S
EXHIBIT

25



April 17, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

On March 19, 2013, I advised you that, in accord with the provisions of HRS 16—Staff Leaves and Absences, it was expected that you provide a **physician's statement** on or before **March 28, 2013**, verifying the nature of your illness and the approximate duration of the same. Another copy of the aforementioned letter is attached. Not only did you fail to meet the required deadline, you chose **not** to obtain a physician's statement but instead submitted a note from your social worker.

Your continued insubordination and failure to abide by the reasonable requests of the District administration are unacceptable and will not continue to be tolerated. On or before **April 22, 2013**, you must either submit directly to my attention the mandated documentation with the expected information **from a physician**, or I will take appropriate action pursuant to the provisions of District policy with regard to your employment status.

Should you have questions regarding this matter, please contact me within the next day or two.

Sincerely,

A handwritten signature in cursive script that reads "Alice W. Walton".

Alice W. Walton
Acting Chief Human Resource Services Officer

Attachment

c: Jacqueline M. Rosswurm, Ph.D.

From: Phillip Shaw <phillipcshaw@gmail.com<mailto:phillipcshaw@gmail.com>>
Date: April 18, 2013, 9:08:22 AM EDT
To: "Walton, Alice W" <Alice.Walton@beaufort.k12.sc.us<mailto:Alice.Walton@beaufort.k12.sc.us>>
Subject: Re: Correspondence

I am in receipt of your email and am very confused. I don't understand why I would not request the updated letter be sent from the individual who originally submitted all my FMLA paperwork and whom district has been requesting updates from.

Please clarify why you are now stating that I am insubordinate when I am simply following the instructions that I have been given by you since January.

If you are now requesting that you want me to go back to my doctor so that she can send you a confirmation that I am being treated by Rob Lolik I will be more than happy to adhere to that directive.

I await your response in that there is usually a substantial wait time for an appointment with my doctor and I would want to schedule it as quickly as possible.

In the interim I have confirmation from Rob Lolik that your most recently requested update was sent in a timely manner.

Phillip Shaw

On Wednesday, April 17, 2013, Walton, Alice W wrote:

Phillip,

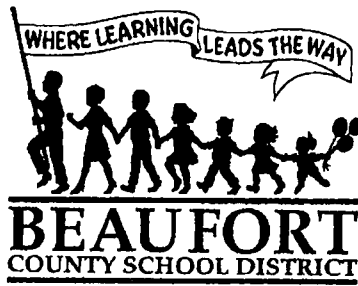
Please see the attached correspondence.

Regards,

Alice W. Walton
Director of Certified Personnel and Teacher Quality Beaufort County School District
843-322-2419 | Office
843-812-8374 | Mobile
843-322-2389 | Fax

*** eSafe scanned this email for malicious content ***

*** IMPORTANT: Do not open attachments from unrecognized senders ***



VIA E-MAIL & UNITED STATES MAIL

TO: Phillip Shaw

FROM: Alice Walton *Alice Walton*

SUBJECT: Physician's Statement

DATE: April 18, 2013

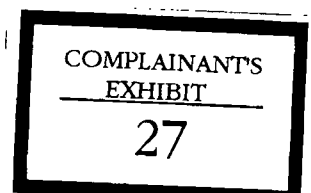
Regarding your need to provide the District with a written statement from your physician, I ask that you refer to my letter of yesterday, and either on-line or by way of a copy, refer to HRS 16—Staff Leaves and Absences. In the former, I provide you with a final opportunity to comply with a reasonable request for information in accord with District policy and my authority as an Office of Human Resource Services administrator. In the latter, please note that it states clearly, in pertinent part, that a “supervisor may also require a physician’s statement verifying the nature of the employee’s illness.” (Emphasis added.)

You refer to the fact that the District accepted information from your Social Worker Rob Lolik for the purposes of your leave under the Family Medical Leave Act (FMLA). While the FMLA permits a statement from a “health care provider,” HRS 16—Staff Leaves and Absences requires a statement from a “physician.”

I am uncertain why you believe it is acceptable conduct for you to challenge repeatedly reasonable requests from the District Office and/or demand that the District administration accept or comply with what you decide that you want to do, rather than what is expected of all other employees. In short, please understand that your continued refusal to comply with District policy will not be further tolerated. My hope is that you will adhere exactly with the directives of March 19 and April 17 in terms of the physician’s statement verifying the nature of your illness and the approximate duration of the same and have him/her submit the writing to my attention on or before the extended deadline of April 22.

Should you not understand this simple request, please call me today or tomorrow during normal business hours to discuss.

c: Jacqueline Rosswurm, Ph.D.



From: Phillip Shaw [mailto:phillipshaw@gmail.com]
Sent: Friday, April 19, 2013 12:15 PM
To: Walton, Alice W; Phillip Shaw
Subject: correspondence

Thank you for your clarification. This may be information that you thought had been explained to me prior to yesterday- but in fact never was.

In your letter dated February 15th you referenced a separate cover I would be receiving from Rosella Robinson concerning my FMLA. To date that has never been sent to me. You further stated that you needed an update from Rob Lolik or another health care provider concerning my current conditions. This request was met in a timely manner.

I responded to you and expressed my concerns regarding the start date of my FMLA which has been acknowledged as being January 2, 2013. However for some reason you viewed me as being dictating and demanding. There has never been a moment that I have been either. Please do not misinterpret a concern and/or request as being anything other than that.

In your letter dated March 5, 2013 you clearly acknowledge my willingness to meet once I have been cleared by Rob Lolik. In fact your letter ends with yet another request of an update by Mr. Lolik to be forthcoming by March 14th.

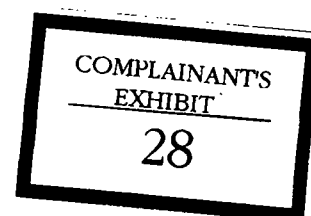
My confusion comes in that you are stating that my FMLA would have ended on March 11th but are still requesting information from him after that date - even though he is no longer the medical care provider you are looking for. Additionally I don't know where that date is coming from in that 60 days from November 9th would be February 15th. Unless you had factored in days of when you placed me on administrative leave, This date was provided by you to me in your letter dated February 15th 2013.

I then received a letter from you on March 19th referencing your receipt of the communication from Rob Lolik. Additionally you reference your decision to hold your position on the start date of my FMLA being November 9, 2013 even after it has been confirmed to have been January 2, 2013.

You then request a statement from a physician concerning the duration of my absence. Having no further explanation or directive I continued to have Rob Lolik update you in a timely manner.

Then on April 4, 2013 you send me a communication that I was requesting my FMLA begin on January 22, 2013. In fact I believe the statement you made was "bowed to my demand". For the record I do not know where you are getting that date from in that my confirmed date was January 2, 2013.

However, at this time I feel the need to express my concerns in the picture that is being painted in your letters of my demands and dictating. I was simply communicating and expressing concerns. Never did I argue. I am simply bringing documented dates and events to your attention. In fact Dr. Rosswurm's letter of April 4, 2013 clearly acknowledges my continuous absences begin on January 2nd.



This has been an extremely difficult time for myself as well as my family. Daily my children are faced with a constant reminder of the events of November 8th - **that to date have never been addressed** as they are questioned by faculty and staff. As you will recall, I asked about this in both of our meetings.

I have adhered to your requests but it is difficult when those requests suddenly change without explanation. Your communication of yesterday provided that clarification. I have been fortunate enough to get an appointment scheduled for Monday with my physician. I will send you the information as requested.

Phillip Shaw



JENNIFER J. BAZZLE, MSN, APRN, BC
MG1441308 • 1013030824

ANNA WELLS-SHARP, MSN, APRN, BC
MW2057809 • 1790019602

SHERIDAN PARK • 48 PENNINGTON DRIVE, SUITE C
BLUFFTON, SC 29910

PHONE: (843) 757-5559 • FAX: (843) 757-5546

NAME Phillip Shaw DATE 4/22/13

DRUG	DISP:	SIG	REFILLS
Patient under my care			
may return to work 3-4 weeks.			

PP33132-10-11

DISPENSE AS WRITTEN

PRODUCT SELECTION PERMITTED

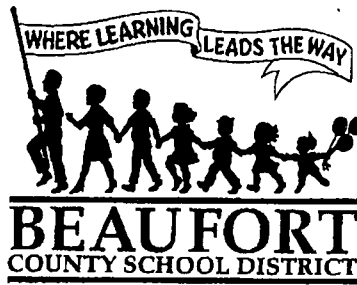
FLU RED IMAGE

PAID WITH NEAR

BLUE BACKGROUND, REFLECTIVE WATERMARK ON BACK, SECURITY FEATURES LISTED ON BACK.

COMPLAINANT'S
EXHIBIT

29



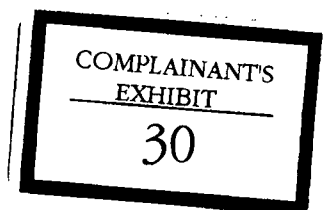
VIA E-MAIL & UNITED STATES MAIL

TO: Phillip Shaw
FROM: Alice Walton *awalton*
SUBJECT: Physician's Statement
DATE: April 23, 2013

Thank you for your e-mail of yesterday afternoon and its accompanying statement from an Advanced Practice Registered Nurse associated with Affordable Health Care on which she wrote, "Patient under my care. May return to work 3-4 weeks." Unfortunately, the writing was neither from a physician nor did it include the nature of your illness.

Once again, you have been unwilling to comply with a simple, clear directive, initially posed on March 19, 2013 and reiterated again on April 17, 2013 and April 18, 2013 for "a physician's statement verifying the nature of [your] illness and the approximate duration of the same." Instead of deciding that you are purposefully being insubordinate, for the final time, I ask that you submit the required doctor's statement. This must be done on or before the close of business on April 29.

c: Jacqueline Rosswurm, Ph.D.



From: Ps [<mailto:phillipshaw@gmail.com>]
Sent: Monday, April 29, 2013 2:47 PM
To: Walton, Alice W
Cc: phillipshaw@gmail.com
Subject: Sending twice

Please see the attached doctor's note that you requested to have today.

While my physician stated what he is treating me for and the approximate duration he was concerned around the HIPAA piece of your request.

I have also sent you a copy of this letter via fax as well.

Also I have not received my payroll statements and am requesting that the past 3 be sent to me as soon as possible.

Additionally I know that you are very busy and may have accidentally overlooked my email communications from two weeks ago but I would appreciate a response at your earliest convenience.

Phillip Shaw

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***

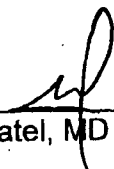


Certificate to Return to Work

25 Sherington Dr Ste D
Bluffton, SC 29910-6031
Tel: (843) 706-0600 Fax: (843) 706-0603

Phillip Shaw was seen in the office today. I am recommending to be off from work due to poor controlled hypertension related to work stress. I have begun a treatment regimen and will reassess in 4 weeks with intentions to have him return to work after that.

Restrictions or comments: As above



Kamal Patel, MD

Date: 4/29/2013



December 21, 2012

VIA EXPRESS MAIL SERVICE
& UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

We attempted to meet with you this morning and earlier this week, on Wednesday, December 19, as a follow up to our meeting on December 17, 2012. We understand you have had to deal with the illness of your mother; however, we attempted on numerous occasions to resolve this matter in person. We remain available to meet with you after you have had an opportunity to review this letter to address any questions or concerns you may have. Our purpose for scheduling meetings with you was to address extremely serious concerns with your leadership and conduct as Principal of H.E. McCracken Middle School (McCracken), to inform you of my intent to reassign you to the position Director of Right Choices effective January 2, 2013.

As you are aware, the administration of Beaufort County School District (District) placed you on paid administrative leave on November 8, 2012, while it conducted a full inquiry into concerns that you failed to comply with District Office directives, were absent from your job during normal work hours, and were not forthcoming regarding the same. During the scope of the investigation, additional and very serious concerns were brought to the attention of the two Senior Administrators, Acting Human Resources Officer Alice Walton and Chief Operational Services Officer Phyllis White, assigned to address my concerns raised at our November 8 meeting.

After numerous attempts to meet with you and despite your repeated failure to call during regular business hours and speak directly to either Ms. Walton or Ms. White, at conferences on November 29, 2012, and December 14, 2012, these Senior Administrators informed you of the reports of poor job performance and misconduct and offered you a full opportunity to respond. Despite your evasiveness and uncooperative behavior during the discussions, Ms. Walton and Ms. White listened carefully to your position on the issues. After speaking to not only you but others with direct knowledge of your comments and actions, the two concluded the following.

COMPLAINANT'S
EXHIBIT

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1. You failed to follow the reasonable directives of your supervisors, i.e., being at work on time and remaining at work during normal hours for principals; being visible in the McCracken classrooms and routinely available to teachers and staff; and adjusting the role of the Office Manager to that of her job description and moving her "office" out of your office literally and figuratively.
2. You demonstrated insubordination by failing to report back to the District Office on November 7, 2012, after you left the Leadership Team meeting, which ended at noon, to discuss the job performance concerns just described after being directed to do so, and instead of returning to McCracken, you decided to get gas, eat lunch, and run personal errands. In short, you took the afternoon off in violation of District leave policies.
3. You knowingly violated District financial procedures by directing and/or allowing the past and current McCracken Student Council Sponsors to give cash collected as a part of fundraising efforts directly to the Office Manager or to you rather than the McCracken Bookkeeper. Despite knowing that your Office Manager had assumed responsibilities for a Parent-Teacher Organization (PTO) account and never reporting the same to the District Office so the defunct PTO's monies could be accounted for and placed in a monitored McCracken account, you permitted the Office Manager to collect cash over at least a year. The \$600+ in four plastic bags found in a lock box under your office desk on the day that you were placed on administrative leave was in direct violation of District financial policies.¹
4. You violated the privacy rights of a McCracken guidance counselor by talking to the news media about the individual's supposed shortcomings in job performance and conduct, which has placed not only you but the District in legal jeopardy as a result of the media's publishing of your comments about the guidance counselor.
5. You violated repeatedly the terms of your administrative leave by failing to remain available by telephone during normal work hours and refusing to call and speak personally to Ms. Walton and Ms. White numerous times after voice messages and texts were left directing you to call and/or to report to the District Office during normal work hours.
6. You were not forthcoming about, among other things, your whereabouts on Wednesdays to the McCracken administrative team and staff, and you failed to report back to school after Leadership meetings; knowledge of an unauthorized bank account, even providing conflicting stories about the account; directives to two McCracken teachers to give Student Council monies directly to either yourself or the Office Manager and not to the bookkeeper as required by District financial procedures; keeping unreported and non-deposited cash in your office in violation of District financial policies; and not properly accounting for financial transactions in accordance with financial policies.

Although Ms. Walton's and Ms. White's findings warranted your immediate termination, I have

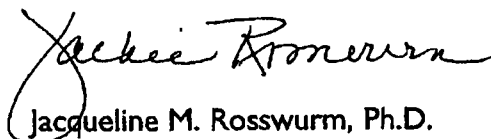
¹ Ms. White is continuing her internal financial audit regarding this situation, and when that has been completed, appropriate action will be taken by the administration to address the matter, which may include further disciplinary action against you.

decided instead to reassign you for the remainder of 2012-13 to a position commensurate to a principalship and that is as Director of Right Choices, the school system's alternative school. The salary schedule for that position is comparable to that of middle school principals; thus, your salary will remain the same through the conclusion of your contract term. Moreover, the administration is placing you on a Second Semester 2012-13 Improvement Plan (Plan), which will address your administrative and professional weaknesses.

Your immediate supervisor will be Chief Student Services Officer Gregory McCord. On January 2, 2012, you should report to Mr. McCord's office at 9:00 a.m. At that time, Mr. McCord and Ms. Walton will go over the Plan, provide you with a copy of your job description, address any questions you may have about your position, and show you your new office and school. Please be advised that your work day as Director of Right Choices will be from 7:00 a.m. to 4:00p.m.

In closing, it is my hope that you will take advantage of this opportunity to demonstrate a strong work ethic and high-quality administrative leadership. As I indicated at the outset of this letter, should you have questions regarding the matters discussed, feel free to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Jacqueline M. Rosswurm".

Jacqueline M. Rosswurm, Ph.D.
Acting Superintendent

Attachment

c: Gregory A. McCord
Alice W. Walton

Purpose: To establish the basic structure for the assignment and reassignment of professional staff in the district.

The superintendent is responsible for the assignment of all professional staff. He/She may delegate the placement process to other administrators; however, the superintendent ultimately retains responsibility for certified staff assignments.

Placement of personnel assigned to a school is within the discretion of the principal.

The superintendent will make personnel transfers on a voluntary or involuntary basis.

Employees may be transferred prior to the start of a school year or at any time during a school and/or fiscal year.

If an employee would like to be considered for a lateral transfer, the following applies.

Principals and district office supervisors may consider the transfer requests and contact those individuals they wish to interview. After interviews, if any, have been completed, should a principal or district office supervisor wish to accept a current employee as a transfer, he/she should notify the chief administrative and human resource services officer no later than July 15, unless extenuating circumstances exist.

Procedure for involuntary transfers

Adopted 7/01/01; Revised 5/05, 8/10

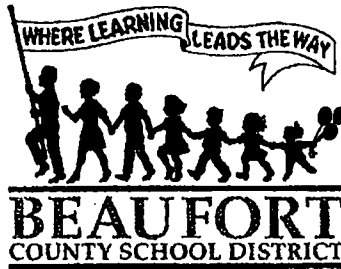
12/29/2012

S.C. Code of Laws 1976, as amended

Section 59-24-15 - Rights of certified education personnel employed as administrators.

Section 59-25-410 - Teacher to be notified of assignment by August 15th.

Beaufort County Schools



January 2, 2013

VIA E-MAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

This is written to summarize formally the message left earlier today on your voicemail and sent to you in a text.

You were to report to work today at 9:00 a.m. Not only did you fail to show up, you chose not to call to let me know if an emergency had arisen that necessitated your being away from your job responsibilities. I consider this behavior insubordinate, and such misconduct will not be further tolerated.

The last communication received by the school system from you occurred on December 20. You left a voicemail with my assistant indicating an inability to come in that day for a conference with me due to a family situation and noting an intent to either come in on December 21 or provide a further rationale for not being able to do so. I heard nothing from you on December 21, i.e., the last business day before the Winter Holiday.

As noted in my voicemail and text, it is expected that you report to the District Office on January 3 at 9:00 a.m. You should come directly to my office and check-in with Jeannette Brown. Once the two of us have an opportunity to discuss your misconduct of December 21 and January 2, you will be meeting with Chief Student Services Officer Gregory McCord and Acting Human Resources Officer Alice Walton.

Should you choose not to report to work on January 3 or fail to speak with me by telephone later today, I will conclude that you have purposefully demonstrated misconduct, i.e., insubordination, and abandoned your position with Beaufort County School District. Further disciplinary action will follow.

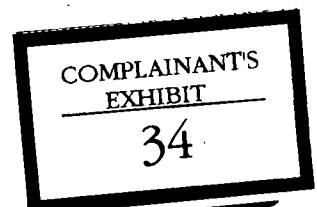
My hope is that you will call me before 8:00 p.m. this evening or report to the District Office by 9:00 a.m. tomorrow.

Sincerely,

Jacqueline M. Rosswurm, Ph.D.
Acting Superintendent

c: Gregory A. McCord
Alice W. Walton

Post Office Drawer 309
Beaufort, South Carolina 29901-0309





January 4, 2013

VIA E-MAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

I am writing to acknowledge receipt of, and respond to, your January 3, 2013, e-mail.

First, you state that you did not receive my letter dated January 2, 2013, which was sent at 5:04 p.m., to pshaw1170@gmail.com, the e-mail address you provided to the Office of Human Resources last month, and by United States Mail. I have attached another copy of that correspondence. Additionally, please notice that this letter is being e-mailed to both pshaw1170@gmail.com and phillipshaw@gmail.com. The latter is a new e-mail address under which you just wrote to me.

You state in your email, "As you are aware I am out sick with the flu." No, I did not know that. I received no call from you. In the voicemail left for Alice Walton at 8:07 a.m. on January 3 2013, you said, "I will not be in today due to personal illness." Given that you have either been "personally ill" or out due to "family illness" at least 5 times during the past 8 work days, pursuant to H.R.S. 16—Staff Leaves and Absences, I request that you provide the Office of Human Resources a physician's statement verifying your latest illness on or before the close of business on **January 11**. In the future, should you find yourself ill or needing to be away from work or unable to meet with your supervisors upon request due to "personal illness" or "family illness," a physician's statement verifying the same must be submitted within **five business days** of the date you are first absent.

Third, you state that you have "made [your] decision" about the employment options extended to you on December 18, 2012, and wish to share that determination with me in the presence of your attorney. Because you failed to get back to me within the time frame offered and as my letter of December 21, 2012, advised, I have reassigned you to the position of Director of Right Choices effective January 2, 2013. Another copy of this correspondence is also attached. The subject of your current job assignment has been addressed at this time; however, the District continues to look into some matters that arose during your tenure at H.E. McCracken. Once that investigation is concluded, I will advise you of whether additional disciplinary action is necessary or appropriate.

COMPLAINANT'S
EXHIBIT

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You state the administration placed you on paid administrative leave on November 7, 2012, because I had "serious concern for the safety of the children" of H.E. McCracken Middle School and you complain about the time it took for the District to complete an inquiry into your conduct. These statements are untrue. Please refer to a letter dated November 12, 2012, which specifies the reasons given on November 8, 2012, to you, *i.e.*, "due to concerns regarding your whereabouts during school hours, veracity about the same, and failure to comply with District Office administrative directives." As has been shared with you before, the administration also received reports of additional concerns about your conduct after it began its initial inquiry. Significantly, whenever the two Senior Officers assigned to investigate your situation asked you to meet with them, you repeatedly refused to do so or said that either a family member's illness and/or your personal illness prevented you from being present. The delays were caused by you, not the District.

Fifth, you state that since June 2012 you have "attempted to speak" with me regarding concerns and personnel issues at H.E. McCracken Middle School, and that to date, none of those issues have been addressed. This is not true. However, I am more than willing to listen to anything you have to say along those lines. Since you are no longer the principal of McCracken, I trust you understand that you will have no need to know what action may have already been taken or will be taken with respect to staff assigned to H.E. McCracken Middle School. The resolution of any personnel matters at McCracken will not impact the decision regarding your assignment.

You also state that you have never been "allowed" to have a witness accompany you to the two meetings with Senior Officers and to the one conference with me. Had you requested a personal representative be permitted to attend any of these meetings, such as your wife or a personal friend, that request would have been granted. You did not have the right, however, to demand that the Coordinator of Corrective Services be present when you met with Ms. Walton and Chief Operations Officer Phyllis White. As to your request to meet with me accompanied by your attorney, I do not have a problem with that. Please provide the name and telephone number of your lawyer, and I will ask the District's legal counsel to contact him/her to schedule a mutually-acceptable time for a conference.

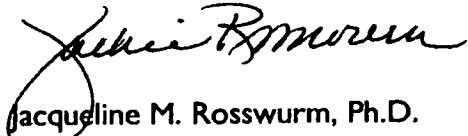
Lastly, you state that you not having a "witness" present has "created a serious question in the veracity of the information being reported." I assume you mean that Ms. Walton, Ms. White, Chief Instructional Services Officer Dereck Rhoads, and I have not been truthful about what you said or did not say during recent conferences. Please understand that I take strong objection to this accusation. If you believe any of us have misstated anything, please provide a written response that states your position.

In closing, the Office of Human Resources should receive your physician's statement explaining your need to be away from work effective January 2, 2013, through "x" date due to the flu on

Phillip C. Shaw
January 4, 2013
Page 3

or before January 11, 2013, and I will await the receipt of the name and telephone number of your personal attorney in order to schedule a time to meet once you have recovered from the flu.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline M. Rosswurm". The signature is fluid and cursive, with a large initial "J" and "R".

Jacqueline M. Rosswurm, Ph.D.
Acting Superintendent

Attachments

c: Dereck H. Rhoads
Alice W. Walton



January 2, 2013

VIA E-MAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

This is written to summarize formally the message left earlier today on your voicemail and sent to you in a text.

You were to report to work today at 9:00 a.m. Not only did you fail to show up, you chose not to call to let me know if an emergency had arisen that necessitated your being away from your job responsibilities. I consider this behavior insubordinate, and such misconduct will not be further tolerated.

The last communication received by the school system from you occurred on December 20. You left a voicemail with my assistant indicating an inability to come in that day for a conference with me due to a family situation and noting an intent to either come in on December 21 or provide a further rationale for not being able to do so. I heard nothing from you on December 21, i.e., the last business day before the Winter Holiday.

As noted in my voicemail and text, it is expected that you report to the District Office on January 3 at 9:00 a.m. You should come directly to my office and check-in with Jeannette Brown. Once the two of us have an opportunity to discuss your misconduct of December 21 and January 2, you will be meeting with Chief Student Services Officer Gregory McCord and Acting Human Resources Officer Alice Walton.

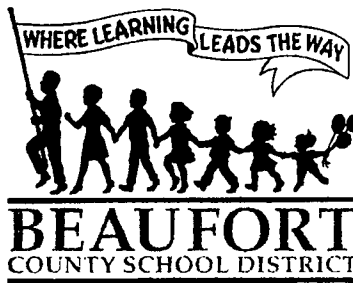
Should you choose not to report to work on January 3 or fail to speak with me by telephone later today, I will conclude that you have purposefully demonstrated misconduct, i.e., insubordination, and abandoned your position with Beaufort County School District. Further disciplinary action will follow.

My hope is that you will call me before 8:00 p.m. this evening or report to the District Office by 9:00 a.m. tomorrow.

Sincerely,

Jacqueline M. Rosswurm, Ph.D.
Acting Superintendent

c: Gregory A. McCord
Alice W. Walton



January 11, 2013

VIA E-MAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

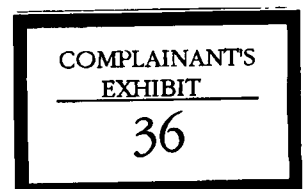
I am writing in follow-up to my letter of January 4, 2013, regarding a request for the name and telephone number of your attorney in order to schedule a mutually-acceptable time for you and me to meet.

As you are aware, I agreed to a conference with your attorney and you and asked you to provide his/her contact information so the appropriate arrangements could be made. To date, you have not done so. I wish to inform you that Chief Operational Services Officer Phyllis White has concluded her inquiry into Student Activities monies under your care as Principal of H.E. McCracken Middle School and that this subject, along with your reassignment and whatever you wish to share about concerns or personnel issues at H.E. McCracken Middle School, will be the discussed in our upcoming meeting. Please provide me with your attorney's name and number on or before January 17, 2013.

Sincerely,

Jacqueline M. Rosswurm, Ph.D.
Acting Superintendent

c: Gregory A. McCord
Alice W. Walton



TEACHER
HANDBOOK
FOR
ALL ACCOUNTING
PROCEDURES



COMPLAINANT'S
EXHIBIT

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DONATIONS

Any gift of more than \$1,000.00 must be reported and approved by the Board of Education.



GRANTS

Any grants received by teachers will be deposited in the Grant account; this money may be spent in the same way as all other student activity accounts, i.e. invoice, paid receipt, or copy of check front and back for reimbursement.

OUTGOING DISTRICT MONEY (STATE FUNDED)

UNAUTHORIZED PURCHASES:

All purchases paid from Beaufort County School funds for schools or department must be made through the Purchasing Department. If purchases are made without a purchase request form the school or individual may be liable for the purchase. Please see bookkeeper before you make any purchases without a purchase order.

NO ORDERS CAN BE MADE BY TELEPHONE OR FAX! YOU MUST DO A PURCHASE REQUEST FORM WITH YOUR SCHOOL BOOKKEEPER.

Please be aware you will NOT be reimbursed if the vendor accepts Purchase orders such as Wal-Mart, Barnes and Noble and Staples from State Funded Monies.

Purchase Orders / Requests can't be over \$2,500.00 if it is 3 quotes from 3 different vendors will be needed.

EXPENDITURES WITH TAXPAYER DOLLARS

Rewards, Incentives, Awards, Presents, etc for either STAF or STUDENTS are NOT to be purchased with general funds or other taxpayer's revenues.

Examples:

- ◆ T-SHIRTS
- ◆ COFFEE CUPS
- ◆ WRAPPING PAPER
- ◆ STICKERS
- ◆ CANDY
- ◆ GIFT CERTIFICATES FROM GROCERY STORES, DEPT STORES, RESTAURANTS, ETC
- ◆ BICYCLES
- ◆ CLOTHES
- ◆ PHARMACEUTICALS, PRESCRIPTIONS
- ◆ PENCILS, PENS
- ◆ KEY RINGS
- ◆ CHRISTMAS DECORATIONS / TREES
- ◆ PINATAS
- ◆ COACHES SHIRTS / UNIFORMS
- ◆ PLANTS
- ◆ COFFEE / SUPPLIES

The following items ARE allowable with general fund money:

- ◆ TROPHIES
- ◆ RIBBONS
- ◆ CERTIFICATES
- ◆ LAPEL PINS

STUDENT ACTIVITIES ACCOUNT

The Student Activities Account is used for all money that comes into the school.

Examples:	Field Trips	Gym Suits
	Fund Raisers	Band Supplies
	Back boards	School Stores
	Donations	Athletics
	Clubs	Text books

The bookkeeper will accept money from 9:00 AM until 2:00 PM and receipt the students.

NOTE: IN THE MIDDLE SCHOOL, TEACHERS DO NOT RECEIPT MONEY. IT MUST COME THROUGH THE BOOKKEEPER'S OFFICE.

1. All monies turned in will be posted to the correct account. Please put student's name on all checks you turn in.
2. Turn in all monies in big brown envelope with your name printed on the outside, if you don't have one please see bookkeeper.
3. Check with bookkeeper when planning field trips PLAN AHEAD, always allow 3 weeks for checks to be cut from district office.

FUND RAISERS



All Fund Raising Projects must be reviewed and approved by the Principal on a Request for Fund Raising Project form. Please see bookkeeper for form.

All checks returned from the bank (NSF) will be deducted from the appropriate account.



ATHLETICS

A Ticket Sellers Report must be filled out after each game by the person selling tickets and keeping money box.

General Guidelines for School-Wide Fund-Raising

The Board of Education Policy and Regulations outlines general guidelines pertaining to fund-raising. Fund-raising may be sponsored by the school or by a club. It specifies that all school fund-raising is to be approved in advance by the principal. Procedures listed below should be followed to insure fund-raising is conducted in accordance with Board Policy.

Requests for Fund-Raising Project

All fund-raising activities must be reviewed and approved in advance by the principal on "Request for Fund-Raising" forms. This form is to be prepared in duplicate with the principal retaining one copy in an approved file and the sponsor retaining the duplicate copy. Schools and school organizations are encouraged to prepare the requests at the beginning of each school year. This allows the principal to study all requests and attempt to forestall any conflicts that may arise between planned fund-raising.

Fund-Raising Report

Once a request form has been prepared by a school or submitted by a school organization, a "Fund-Raising Report" should be prepared. The fund-raising report lists all planned fund-raising for the school year. The principal should approve the form. The principal should approve any changes or amendments to the fund-raising report before the activities are undertaken. Copies of the approved fund-raising report should be retained with the approved fund-raising request forms.

Types of Fund-Raising

Long-Term: These are projects that occur throughout the year and usually carry over to the following years. Examples include Concessions, newspapers, and school store.

Recurring: These are projects that occur every year but do not occur throughout the entire year. Examples include Yearbooks, Sally Foster, and pictures.

One-Time: One-time projects may not occur every year and generally are short-term in nature. Examples include school-wide sales, dances, book fairs, banquet, drama plays, band concerts, and talent shows.

What are Per Diem Rates?

- In - State:
 - \$5 breakfast (leaving before 7 a.m.)
 - \$10 Lunch
 - \$15 Dinner (arriving back after 7 p.m.)
 - Total of \$30 per day
 - Savannah, GA is considered in state
- Out-of State Per Diem:
 - \$10 breakfast (leave before 7a.m.)
 - \$15 Lunch
 - \$25 Dinner (arriving home after 7p.m.)
 - \$50 Per Day

Did you Know...?

- If your registration includes meals, you are not allowed per diem for the meal provided. You will need to deduct it from the per diem request or it will be deducted at the time of processing.
- You may not submit travel or out-of-town reimbursements over \$25 after 30 days from occurrence (PL-5). Travel reimbursement forms should be completed monthly and given to your school bookkeeper to be processed.
- Proof of payment must be provided for all reimbursements. If payments were made by a check, a copy of the cancelled check is required.
- If payments were made by credit card, we no longer require a copy of the credit card statement be attached to the payment request.
- Note—There may be exceptions to this rule.

Conflicting Business Interests

- General Principles:
 - An employee of the Beaufort County School District shall not engage in selling goods or services to the public school system and shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with duties and responsibilities in the school system.
- Goods Used by the Schools:
 - No school employee may serve as an agent for any manufacturer, merchant, dealer, publisher, or author of any merchandise to be used in the Beaufort County School District. No school employee may receive any gift, reward for recommending or procuring the use of any goods by Beaufort County School District.

Anything that has to do with MONEY, please speak with the bookkeeper to go through the proper Process Before you do anything.

REQUEST FOR FUND RAISING PROJECT
(Prepare in Duplicate)

Club/Fund _____ Date _____

Sponsor _____

Person Responsible for Turning Receipts in to office _____

Project: _____

Vendor: _____

Dates of Activity: From _____ To _____

Selling price Per Item _____ Purchase Cost per item _____

Estimated Profits (Total) _____

Profits to be used for: _____

1.) Unsold items may/may not be returned to vendor for credit.

2.) It is understood that:

- a. Receipts will be turned in to the office daily.
- b. The club must turn in collections sufficient to cover the complete costs of the activity before the vendor is paid.
- c. Any extension of the completion date noted above must be approved in advance by the principal.
- d. A summary of Funds Raising Activity must be completed within one week of completion of the project.

Requested by _____
(President of Club)

(Sponsor of Club)

Approved _____
Principal)

Date _____

Account No. _____

REQUEST FOR PURCHASE ORDER

VENDOR _____
ADDRESS _____

Vendor PHONE _____
Vendor FAX _____

AMOUNT OF DISCOUNT _____

TEACHER _____
ACCOUNT NUMBER _____

Line	Page	Quantity	Price Each	Extende d Price	Item #	Description
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

SUBTOTAL

DISCOUNT

SUB TOTAL AFTER DISCOUNT

SC SALES TAX

SHIPPING

TOTAL

This form is a request for purchase of items.
Please complete and email to Barbara Williams
The purchasing process begins upon print out.

Approved by: _____
Principal, Phillip Shaw

1. $\frac{1}{p} = \frac{1}{p_1} + \frac{1}{p_2} + \dots + \frac{1}{p_n}$

2000-01-01

check one: ☒ Travel Request

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific information required.

Travel Reimbursement

Approved by Applicant: _____ Date: _____

SPECIAL SECTION: Employees are allowed reimbursement for actual lodging expenses *not to exceed* the current maximum rates allowed by the U.S. General Services Admin. (www.gsa.gov). If a higher rate is being requested place a check mark beside the appropriate code in the box below. Reimbursement is subject to Superintendent approval. **FORM MUST BE COMPLETED ELECTRONICALLY.**

Total 1	\$	.

TOTAL 2
PAGE 2

Continued from p. 2

1. $\text{C}_2\text{H}_5\text{Br}$ (b) $\text{C}_2\text{H}_5\text{I}$ (c) $\text{C}_2\text{H}_5\text{Cl}$ (d) $\text{C}_2\text{H}_5\text{F}$

It is never a responsibility. S

Cost Distribution:

Assumption 8

Account #

Account # _____

§

000 Note: Original receipts must be attached equal to this total.

100

[Illegible handwritten notes]

$$f = \begin{pmatrix} f_1 \\ f_2 \end{pmatrix}, \quad g = \begin{pmatrix} g_1 \\ g_2 \end{pmatrix}$$
$$^{\circ} \text{C}_0 = 1 + 10^{-6} \quad \text{and} \quad \text{Re} = \frac{\rho U_{\infty} x}{\mu} = \frac{U_{\infty}}{\nu} x = 10^7$$

Pseudomonas aeruginosa

Albertha B. Williams

PO Box 1331

Hardeeville, SC 29927

November 26, 2012

I've been asked by Alice Walton to write a statement concerning an ongoing money situation at H.E. McCracken Middle School. As the school bookkeeper I've observed money being collected and not turned in for bank deposit. Most of what I've observed was from those involved in the Student Council Club.

The Student Council Club for most of an entire school year had access to our school concession stand in which they sold items purchased by themselves and sold daily (morning and afternoon). This club conducted additional fundraisers within the school without completing fundraising forms and turning in money to be deposited. Such as Jeans Day, School Dances, Candy Sale, 9th grade events. I also noticed that this club had quick access to cash upon request. (providing snacks, light breakfast items, etc.)

I made mention to Mr. Shaw in the presence of his secretary Denise Gibbo many times that the Student Council Club (Sonia Merrick and Dawn Sumner) are conducting multiple fundraisers without filling out the proper form and not turning in the money for deposit. Also they were receiving boxes of merchandise to sell which I did not order. Mr. Shaw simply stated that he would speak to them. Nothing however was changed concerning fundraising forms or money turned in for deposit.

Sonia Merrick and Dawn Sumner were the only teachers I observed handling the funds. I also observed that these two teachers were meeting in the Principal's office frequently after school dismissals most of last school year. These meetings seemed to have ceased this school year or no longer in the Principal's office.

Our drama teacher Sherrie Sturgis rewards her Drama Students each year in May with a trip Carowinds. For the past two years the Student Council Club has shared the cost and taken this field trip with the Drama Club. The first year Sonia Merrick gave to me cash. Last school year May 1, 2012 Dawn Sumner gave to me a check in the amount of \$ 1288.00. I showed Mr. Shaw in the presence of his secretary Denise Gibbo the check and spoke to him concerning the fact that Student Council (Sonia Merrick and Dawn Sumner) had actually opened a checking account in the schools' name. I made Mr. Shaw aware that their checks look identical to our district imprest checks. Mr. Shaw and his secretary seemed to be very busy, distracted, not as concern about anything I was saying so I walked out of his office, made my deposit for that day and nothing was ever said about that check or account since. I did however mention this to finance during our district bookkeeping meeting in August.

On October 25, 2012 Sonia Merrick gave me an envelope which showed (Student Council \$ 260.00) I looked into the envelope and noticed that it contained checks from parents. Looking at the checks I

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knew that the checks were not intended for her. Sonia Merrick stated that another teacher gave her the checks and that she gave the teacher cash for the checks. Sonia Merrick was asking me to deposit the field trip checks into her Student Council Club account. This incident further verified that Sonia Merrick had full access to quick cash and others were aware of it. I spoke with Mr. Shaw about fifteen minutes later about this incident. Mr. Shaw stated that it was his fault because he told the teacher to give the checks to Sonia Merrick and for Sonia Merrick to give me the checks to deposit.

On November 13, 2012 Sonia Merrick gave me \$ 146.00 to deposit into the Student Council Club. I asked her why was she giving me money at this time. She stated that before she was told by Mr. Shaw not to give me the money. On November 15, 2012 I received \$ 124.54 to deposit into the Student Council Club. However on November 20, 2012 Sonia Merrick gave me a check for \$2.00 from the fundraiser conducted that day (Jean Day). I asked Sonia Merrick where was the rest of the money and she stated that she was taking it to Self Help. Sonia Merrick was asked to bring the funds to the school bookkeeper to be deposited into our school activity account. The amount I deposited from the Jean Day fundraiser was \$ 318.99 of which I originally was given a check for \$ 2.00

Beaufort County School District really should send a small financial team and conduct an overall staff meeting to state the rules and procedures for accounting within a school setting. This is greatly needed to get us back on line with district policies.


Albertha Barbara Williams

H.E. McCracken Middle

School Bookkeeper

Walton, Alice W

From: Williams, Albertha B
Sent: Monday, December 10, 2012 11:26 AM
To: Walton, Alice W
Subject: FW: purchase order
Attachments: HSC food.doc

I am truly amazed.

BW

From: Dee, Susan J
Sent: Monday, December 10, 2012 11:19 AM
To: Williams, Albertha B
Subject: purchase order

Mr Shaw used to give me a prepaid card to buy food for horseshoe crabs
This will work too. Thanks
Susan



REQUEST FOR PURCHASE

VENDOR www.petsmart.com
ADDRESS _____

Vendor PHONE _____
Vendor FAX _____

AMOUNT OF DISCOUNT _____

TEACHER _____
ACCOUNT NUMBER _____

Line	Page	Quantity	Price Each	Extended Price	Item #	Description
1		1	15.49		2754577	San Francisco Bay Brand Brine Shrimp dried 3oz
2		1	12.49		2754579	San Francisco Bay Brand Plankton 4oz
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

SUBTOTAL

DISCOUNT

SUB TOTAL AFTER DISCOUNT

SC SALES TAX(7%?)

SHIPPING

TOTAL

This form is a request for purchase of items.
Please complete and email to Barbara Williams

Approved by: _____
Principal, Phillip Shaw

Dear Mrs. Walton,

11/20/2012

I have been facilitating student council since 2010 under Mrs. Sumner in which I was instructed to follow the protocol of giving any funds raised to Mrs. Gibbo. Money was raised from activities such as Jean day, and the school store. Approximately \$100-\$200 was netted each week from the school store and \$300 each Jean day. We had 4 Jean days last year.

I was told by Mr. Shaw to turn funds into Mrs. Gibbo and she was going to deposit it into the PTO account. So, each time I did as I was instructed and when an occasion arose that we needed money to fund Red ribbon week, teacher appreciation breakfast, pennies for patients, shirts for council, the wrestling team, ice cream socials, shirts for freshman football team, youth and government, yearbooks, pbis, pizza parties for students, school garden, and any incentives that came up for staff and students.

I was told to keep receipts but was never given receipts when I turned money in. Mr. Shaw always left the office when I was turning money in. When an occasion arose where a teacher came to me in need of funds for some school activity. I would ask Mr. Shaw if he would approve it and would then be given an envelope of cash in the same form that I turned it in to give to the teacher who needed it by Mrs. Gibbo.

I always felt that this method was not right and would ask Mrs. Gibbo for receipts or statements of how much money was in our account and was told once "I have a lot of things to do, I can't be running to the bank all the time!" At that point I began giving whatever money I raised to Ms. Williams to cover costs for the school store. In April last year I had a baby and was out from that point until the end of the year. We had been planning a trip with Ms. Sturgis to go to Carowinds in May and I was told that a check had given from the "PTO/student council account" while I was out on maternity leave.

I have kept receipts for all the money that we spent and tried to keep an approximate tracking of money that has been turned in. This year I actually made a conscious decision to distant myself from the front office and from Mrs. Gibbo and had been turning money into Mrs. Williams to deposit into our account. I have been made very clear that there is no communication between Mrs. Gibbo and Ms. Williams and felt tension posed a problem for me turning in money. So to keep myself from being involved with whatever tension and conflict was going on in the front office I just privately gave money to Barbara and stayed away from Mrs. Gibbo.

Sincerely,

Sonia Merrick

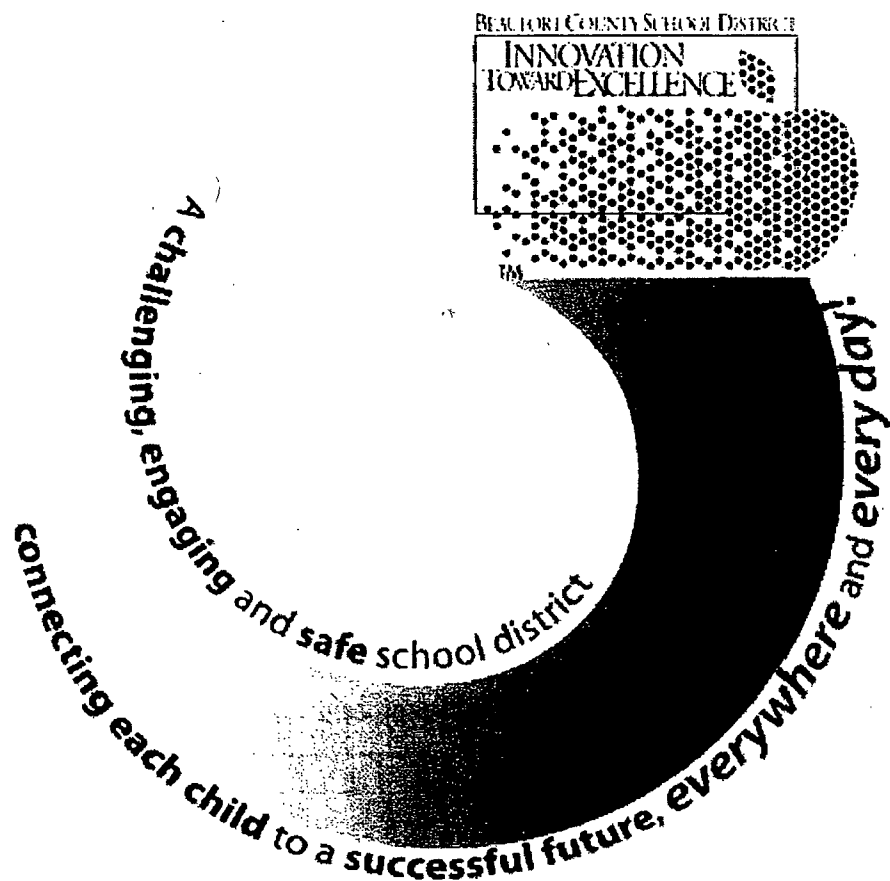


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BEAUFORT COUNTY SCHOOL DISTRICT

Student Activities Policies & Procedures Manual



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Revised June 30, 2006

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Appendix A. (Board of Education Policies and Regulations)

Draft of policy for procedures governing pupil activity Funds

- I. Authority for Student Activities
- II. Responsibility for Receipting of Monies
- III. Responsibility for Disbursement of Money
- IV. Reporting
- V. General

Appendix B. Miscellaneous Receipt Processing

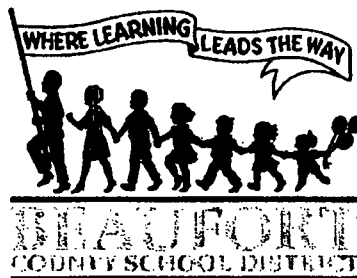
1. REVENUE/BILLING
2. B-PAYMENT PROCESSING
3. A-PAYMENT ENTRY
4. Add a Batch
5. Add a Receipt
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Appendix C: Miscellaneous

1. Charge codes
2. Athletic Program Policies
3. Forms

Appendix D: Multiple Crystal Reports Instructions

1. Student Activity Report Update
2. Revenue Additions
3. Student Activities Accounts to a Zero Balance
4. Saving Crystal Report to your hard drive



Policies and Procedures Acknowledgment

I have read the information enclosed and agree to comply with the policies and procedures outlined in this BCSD Student Activity manual. Please complete acknowledgement and return to District Office.

School: _____

Bookkeeper (Please print): _____

Bookkeeper Signature: _____

Date: _____

Bookkeeper Assistant (Please print): _____

Bookkeeper Assistant Signature: _____

Date: _____

Principal (Please print): _____

Principal Signature: _____

Date: _____

Assistant Principal (Please print): _____

Assistant Principal Signature: _____

Date: _____

**RETURN TO:
BCSD
DISTRICT OFFICE
ATTN: ACCOUNTING SPECIALIST**

Purpose and Objective

This manual is a formal internal communication document of Beaufort County School District. It is designed to be a comprehensive document which will aid staff members in understanding the scope and purpose of the STUDENT ACTIVITIES FUND and provide uniform policies, procedures and standards to assist all members in performing their assigned duties.

Student activities monies defined

"All monies raised with the approval of the Governing Board of a school district by the efforts of students in pursuance of or in connection with all activities of student organizations, clubs, school plays or other student entertainment (hereafter referred to as CLUBS) are student activities monies". These monies must be accounted for separately from district operating funds.

Introduction

The School Office Accounting Procedures Manual presents all current procedures and forms to be used by a school for accounting related matters. The Manual has been prepared by the Beaufort County School District Finance Department to comply with South Carolina State Statutes, Beaufort County School District Board policies, and generally accepted accounting principals and procedures for governmental units.

I. School Activity Fund Accounting-General

A. Accounting Systems

1. School Activity Fund Accounting System

BCSD School Activity funds are managed through a computerized accounting software program, Munis. The greater portion of the school activity accounts are controlled at the district level (concentration account). A bookkeeper at each school is responsible for monitoring the funds for accuracy.

Each school collects monies from approved events according to established Board policies and guidelines. The monies are deposited into the bank on the centralized deposit slip for that school and entered into the miscellaneous cash receipts module of our accounting software, Munis. The account balances, often referred to as fund balances, serve as the equity accounts. These simplifications in the accounting system reduce the accounting equation to:

$$\text{Cash} = \text{Total Fund Balances}$$

Due to the simplification of accounts, the reporting done by schools is condensed into a single monthly report produced by the Finance Department through Crystal Reports. The Accounting Specialist generates these reports and distributes them to the school via email on a monthly basis. The school will reconcile these reports and notify the Finance Office of any necessary corrections.

From the computerized accounting software program, Munis, the District can determine the status of any account in any school. The Finance Office will maintain records of all receipts and disbursements through Munis.

2. Statement of Disbursements-Imprest Accounts

Each school will have only one checking account not to exceed \$500, \$1,000 or \$1,500 whichever is applicable to its own school. This account will be for emergencies only.

There shall be no other bank account with the school as the agency or the primary holder.

The principal and/or his or her designee may use the bank of their choosing for the imprest bank account.

All imprest bank accounts are to be reconciled monthly and a copy forwarded to the District by office the last day of the following month.

When requesting replenishment of your Imprest Account, always keep check numbers in sequence and attach proper backup documentation. (Ex. School voucher form, copy of check and invoice).

Only replenishment checks are to be deposited into the Imprest bank account, unless an employee is repaying for advance payment. All other monies must be receipted and deposited into the concentration account. Exception: in the event cash is given back due to check amount overage, please show the total amount of the written check then subtract the amount to be replenished and deposit cash given back into the bank.

Disbursements from the Imprest account will be reported in Munis when the account needs to be replenished. The Imprest account should only be used for those emergency expenditures that cannot wait processing through Accounts Payable.

Monies shall not be spent on a student for economic reasons. All monies shall be spent for educational purposes.

All major purchases and reimbursements to staff members must be planned and processed through Accounts Payable. Turnaround time should not exceed two weeks.

Contracted Service Vendors (1099) **are not allowed** to be paid from the Imprest account. (ex. Officials, DJ's, etc.) This will cause inaccurate 1099 forms on these vendors.

3. Year-End Closing Procedures

According to Student Activities Policies and Procedures, the District Finance Department will provide instructions for year-end closing. The procedures should be followed to assure a "clean" closeout. In general, all schools should follow the following procedures:

Imprest Accounts

The bank statements are to be reconciled and sent to the Finance Office by the 31st of July. Accounts should be reconciled with the bank to avoid any missed transactions. (ex. interest, service charges).

Financial Reports

1. Please submit all outstanding invoices into Accounts Payable by the end of year.
2. Deficits in any Student Activity account must be eliminated by transfers from the Student Activities General Fund, Interest Income or other accounts as designated by the principal.
3. Monies should be moved and forwarded to the appropriate Sophomore, Junior and Senior accounts after all dues and outstanding invoices have been paid. Senior balances, whether it is an overage or a shortage, is as always handled at the principals' discretion.

B. Accounting for Cash Receipts

1. Miscellaneous Receipt Processing

The Munis software installed in 2003 enabled all receipts to be entered into an automated computed system. The procedures to be followed are listed in the Table of Contents under Miscellaneous Receipt Processing. In the event Munis is not accessible, all receipt billing should be processed manually using the hand written receipt processing procedures. (See Appendix B. for receipt processing).

2. Master Receipt Book

All schools must use a pre-numbered receipt book available from the District (Master Receipt book). The bookkeeper should prepare a duplicate receipt for all money collected and turned in for deposit and for all money received by mail. The original is given to the person from whom the money is received. The yellow copy should be attached to the analysis of deposit. The pink copy remains in the receipt book. For funds received by mail, the original receipt is attached to any accompanying correspondence unless a receipt has been requested.

When issuing a receipt, the following information should be completed:

1. Date
2. Name of person from whom money is received
3. Distribution of money received (name and/or number of account and amount)
4. Composition of receipt (cash/checks) add total turned in
5. Signature of person receiving the money and writing the receipt (bookkeeper)

If a mistake is made in writing a receipt, all three copies should be marked "VOID". The original must be attached to the yellow copy and turned in with the analysis of deposit. The pink copy should remain in the receipt book.

All money turned in to the school office should be counted by the bookkeeper in the presence of the individual turning in the money. This avoids any discrepancies arising over the amount submitted. If it is impossible for the money to be counted at the time it is received, the individual turning in the money should seal the money in an envelope, list the amount enclosed on the outside of the envelope, and sign or initial the seal. At a later time the bookkeeper should open the envelope and count the money in the presence of a witness. The receipt should always be written at the time the money is counted.

ALL RECEIPTS MUST BE ISSUED IN STRICT NUMERICAL SEQUENCE. IF RECEIPTS ARE ISSUED OUT OF SEQUENCE, A LETTER WILL BE SENT TO YOUR PRINCIPAL.

If a receipt(s) is skipped and noticed at a later date after receipting has continued, the skipped receipt(s) should be voided and attached to the appropriate analysis. This will insure your receipts are kept in numerical sequence.

3. Teacher Receipt Books

Elementary teachers collecting any type of funds should have a receipt book. All monies collected by the teacher should be receipted in the book. This includes student fees (field trip collections, book damage fees, club collections, (dues, fund raisers, etc.).

The teacher should complete the following on the receipt:

1. Date
2. Name of person from whom money is received
3. Distribution of money received (name and/or number of account and amount)
4. Composition of receipt (cash or check)
5. Signature of person receiving the money and writing the receipt (teacher)

Teacher receipts should be prepared in duplicate with the original being given to the person from whom money is received and the duplicate remaining intact in the receipt book. If it is necessary to void a receipt, all copies should be marked **"VOID"** and retained in the receipt book.

Middle and High school teachers are not permitted to collect monies from students. All Middle/High school students must be receipted by the school bookkeeper.

School Store and Media Center may designate a staff member for collecting monies; then must complete a Teacher Turn-In Form for the bookkeeper receipting into Munis.

4. Teacher Turn-In Forms

All funds collected by the teacher from students and parents are to be turned in to the bookkeeper. A duplicate "Teacher Turn In" form should be completed by the teacher, with the original submitted with the cash collected and the duplicate retained by the teacher.

The Teacher Turn-In Form summarizes the total amount collected and submitted each day. An example of a Teacher Turn-In Form appears on the next page. As a minimum, the Teacher Turn In Form should include the following information:

1. Teacher's name and date.
2. Total collected by source (field trips, locks, etc.).
3. Composition of money collected (currency, coin, and checks).
4. The total collected and turned in.

The bookkeeper should verify all information on the form in the presence of the person turning in funds prior to writing the receipt.

ALL MONIES MUST BE TURNED INTO THE BOOKKEEPER THE SAME DAY IT IS COLLECTED. Dates on the Teacher Turn-In Form and Batch Proof Summary/Master Receipt should reflect accordingly.

TEACHER TURN-IN FORM

School _____ Homeroom/Grade _____

Date _____ Teacher _____

Daily Receipts	# Pupils	Amount	Total
Field Trips			
Pictures			
Class Dues			
School Store			
Other (Please List)			

Total Amount Collected: \$ _____

Teacher's Receipt No. _____ thru No. _____

School Receipt No. _____

Currency \$ _____

Silver \$ _____

Checks \$ _____

TOTAL \$ _____

The amount of your receipts should balance with the amount shown on this report.

5. Batch Proof Summary/Analysis of Deposit

When the bookkeeper is ready to make a bank deposit, he/she prepares a Batch Proof Summary /Analysis of Deposit. The Batch Proof Summary /Analysis of Deposit summarizes by account, the total funds collected and deposited in the bank that day.

To prepare a Batch Proof Summary/Analysis of Deposit, the bookkeeper completes the school name, deposit number, date and receipt numbers. Receipts numbers are generated by Munis automatically; but when using the Master Receipt Book process all deposits are numbered sequentially from the first deposit of the school year. The receipt numbers include all receipts issued since the last deposit was made **including any voids.**

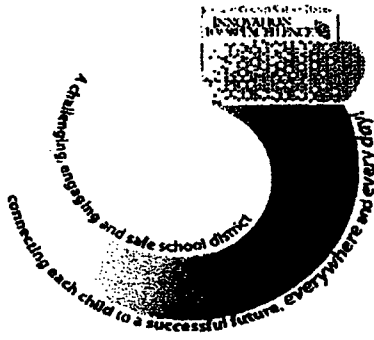
6. Bank Deposits

All funds collected by the bookkeeper should be deposited intact in the concentration bank account. That is, the money should be deposited exactly the way it was received in the office; showing a breakdown for all cash received on the bank deposit slip or a separate sheet before depositing. **Under no circumstances should purchases be made or invoices paid from undeposited cash receipts.** Also, no checks should be cashed from undeposited cash on hand. Bank deposit for each game should be entered using a separate batch number. Proceeds from each game should show gate change given as a separate entry, the "Ticket Sellers' Report" should be completed and attached to each batch summary and forwarded to the Finance office.

To Make A Bank Deposit:

1. All checks received should be immediately endorsed on the back of the check with a restrictive endorsement such as "For deposit only to the account of..." Checks should be endorsed exactly as drawn. If it is drawn incorrectly, endorse it exactly as drawn on the "Payee" line, then write or stamp the correct endorsement beneath the first endorsement.
2. Prepare a bank deposit ticket in duplicate. Both copies should be taken to the bank for validation. The bank keeps the original and the validated duplicate deposit ticket should be sent to the District Finance Department for all game events all other bank deposits are kept at the school. The duplicate deposit ticket is attached to the Batch Proof Summary/Analysis of Deposit form along with the yellow receipt copies.
3. Indicate the total currency and total coin included in the deposit on the lines provided. List all checks included in the deposit separately on the deposit ticket by the name of the payer. In all cases, the individual checks should be listed. However, if there are numerous checks included, the bookkeeper may print out the Check Report listing from Munis after batch has been released and indicate on the deposit "see Check Report Listing" enclosed.
4. The total per deposit ticket must agree with the total on the Batch Proof Summary/Analysis of Deposit and receipt totals for that Batch Proof Summary/Analysis. Each deposit should consist of one deposit ticket per summary.

UNDER NO CIRCUMSTANCES SHALL FUNDS TOTALING OVER \$25.00 BE LEFT IN THE SCHOOL OVERNIGHT. School funds should never be taken home. Deposits should be verified and taken promptly to the bank, using the night depository. If you do not have a night drop bag, notify the Central Office.



BEAUFORT COUNTY SCHOOL DISTRICT

ANALYSIS OF DEPOSIT (Use Only When Munis is not accessible)

School _____

Detail of Deposit # _____ Dated _____ 20 _____

Covering Receipts # _____ through # _____

CHARGE CODE	AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Deposit: \$ _____

7. Non-Sufficient Checks

When a non-sufficient check has been returned, it must be collected as soon as possible. After collecting for the check, the money must be receipted in Munis, in the appropriate account.

Writing the account number on the check indicating what account the money will be deposited into will help in making the appropriate adjustment to the account in the event checks are returned for any reason.

8. Internal Controls - Cash Receipts

The following procedures provide internal controls over cash receipts:

1. Cash receipts should be counted in the presence of the person turning in the money before the receipt is written. If this is not possible, the receipts should be placed in a sealed envelope indicating amount enclosed and the person turning in the monies should initial across the seal. Receipts can be counted later in the presence of another person.
2. The receipt should be filled out completely and signed by the bookkeeper before the original is given to the person turning in the funds.
3. A receipt should be written for all money deposited, whether collected in the school or received by mail.
4. Munis receipts should be given to the person turning in the funds.
5. Receipts should be made out to the individual from whom the money is received, if a check is given use the maker of the check name along with the check number and if needed use parcel space for reference to which it is to be paid for.
6. If a mistake is made in writing a receipt, the original and the duplicate should be clearly marked void and attached to the Analysis of Deposit or voided in Munis and re-keyed is necessary
7. The composition of money turned in (checks/cash) should be indicated on the receipt.
8. All money received should be deposited intact in the bank. No checks, personal or otherwise should be cashed, nor invoices paid, from undeposited receipts.
9. Munis receipts are generated automatically.
10. Checks should be listed individually in Munis and copies made before taken to the bank for deposit.

11. Hand written receipts should be issued in strict numerical sequence; and the sequence of receipts number should be indicated on the Analysis of Deposit.
12. Checks should be promptly endorsed with a restrictive endorsement as received.
13. The Analysis of Deposit should be prepared in ink and completely filled in, indicating deposit number, date of deposit, receipts covered, and distribution by account total deposited.
(Used only when Munis is not accessible).
14. Deposit tickets should be prepared in ink and in duplicate. **The duplicate should be validated by the bank and attached to the Batch Summary/Analysis of Deposit along with the Teacher Turn-In Forms and yellow receipt copies.**
15. Print deposit report listing of checks after you output and releases your batch, print deposit report listing of checks to include with the bank deposit as proof of all checks enclosed and write across deposit slip see **check report list**.
16. **All money collected for a specific purpose must be spent for that purpose, unless waived by the Finance Office.**
17. **Under no circumstances should more than \$25.00 be held overnight.**

C. Accounting for Cash Disbursements

All disbursements should be made from the Concentration Account. Only emergency purchases may be made from the school Imprest account. No purchases should be made or invoices paid from undeposited cash on hand.

1. Purchasing

No purchases should be made without checking the availability of funds. All purchases must be approved in advance by the Principal. No funds shall be spent on a student for social/economic purposes. All monies shall be spent for educational purposes.

Items such as prescriptions, alcoholic beverages, and personal telephone calls are not refundable with Student Activities funds.

2. Receiving Goods & Services

An invoice must be presented when a school receives goods or services. The person receiving the goods/services should verify the quantity received or service rendered and indicate their approval by signing and dating the invoice. If the invoice is to be paid from the concentration account, the invoice and request for payment form should be forwarded to Finance office. If the invoice is to be paid from the school's Imprest account the invoice number should be noted on the check stub and a copy of the written check as supporting documentation. Teachers should be encouraged to turn in invoices as soon as possible so payments can be made in a timely manner. Invoices are never to be paid before goods/services are received.

Payments for goods and services should never be made in cash

3. Payment of Invoices

When the bookkeeper receives an invoice for payment, the invoice should be checked for receipt of the goods/services (see above), and the quantity, unit price, and total amount verified. The due date should also be noted, so that any allowable discounts can be taken. Invoices should be paid promptly to claim the discount. If the vendor sends statements, the charges on the statements should be checked against the invoices, and the invoices should be attached to the statement to support the disbursement. All invoices or bills to be paid must be attached to the "Payment Request Form" on the following page.

Payment will be made by invoice only; under no circumstance may payment be made by statement.

All unpaid invoices and obligations of the school should be paid prior to the June 30 School year-end.

**BEAUFORT COUNTY SCHOOL DISTRICT
PAYMENT REQUEST**

Vendor Name: _____	Vendor #: _____
Vendor Address: _____	Description or Invoice #: _____
City, State, Zip Code _____	Date: _____
BCSD Employee: Yes ☐ No ☐	

Description: _____ _____

Account No.: _____	Amount: \$ _____
Org Object Project	

Send Check To: Vendor ☐	Explanation: _____
School ☐	
Other ☐	

_____ School or Department	_____ Authorized Signature

VENDOR NUMBER MUST BE PROVIDED. IF THIS IS A NEW VENDOR PLEASE INDICATE BY WRITING IN VENDOR # FIELD "NEW". ANY NEW VENDORS BEING PAID FOR SERVICES RENDERED (i.e., sports officials, speakers, consultants, etc.) MUST HAVE A W-9 ATTACHED WITH PROPER NAME, ADDRESS AND SSN/TAX ID NUMBER INCLUDED. PAYMENT WILL BE DELAYED IF THIS INFORMATION IS NOT PROVIDED.

PLEASE ATTACH ANY DOCUMENTS TO SUPPORT THIS PAYMENT REQUEST. IF REGISTRATION IS BEING REQUESTED, PLEASE ATTACH TWO COPIES

4. School Vouchers

All disbursements must be supported by documents that indicate what was purchased. If for any reason an independent, outside document (such as a vendor invoice) is not available, a "School Voucher" form should be completed to support the disbursement. Examples of when a School Voucher can be used are: (1) to reimburse teachers, principals, or other employees who have used personal funds to buy supplies (sale slips, cash sale forms, etc. must be turned in and attached to the School Voucher, (2) refunds, and (3) other instances where a vendor invoice is not available. School vouchers (Imprest acct.) should be used only for emergency purposes.

School vouchers must be signed and approved by the principal before the disbursement is made. School vouchers are subject to the same restrictions as other purchases. As a minimum, the School Voucher Form should include the following information:

1. Date
2. Payee
3. Reason for Disbursement
4. Fund to be charged
5. Amount paid
6. Principal's Approval
7. Check Number
8. School

If reimbursement is being made to a principal, all receipts should be attached, and the School voucher should be signed by an Assistant Superintendent.

For reimbursement of meals, and explanation of the reason or occasion should accompany the receipt (example: Took winners of Science Fair out to lunch).



**IMPREST ACCOUNT
SCHOOL VOUCHER FORM**

Date _____

School _____

Payee _____

Reason _____

Account Charged _____

Amount of Check _____

Check Number _____

Payment Approved By:

Principal Signature

5. Imprest Account-Approval of Disbursements

All disbursements made from a school's activity funds should be approved by the principal in accordance with Board of Education Policy.

6. Writing a Check (Imprest Account)

Checks should be written only when supported by documents indicating evidence of receipt of goods and the appropriate approvals.

Pre-numbered checks printed with the exact name and address of the school and the account number should be used for all disbursements.

In issuing a check, the following information is completed on the check and check stub: Date, Payee, and Amount. In the spaces provided on the checks and check stub, the bookkeeper should indicate what the check is for ("Invoice #____, dated etc.). The checks should then be signed by the principal only after a thorough review of the supporting documents.

When checks are presented to the principal for signature, all lines should be completed and the supporting documents should accompany the checks. Checks should never be signed blank or signed in advance. Signature stamps are prohibited.

Checks should never be issued payable to "Cash". A vendor or individual should always be the payee. No Contracted Service Vendor is too paid out of the imprest account; it must be paid through Accounts Payable.

Important: After payment, invoices and School Vouchers should be canceled by indicating "PAID" or by some other means. Also, the check number, date, amount, and account distribution should be written on the invoice once a month the bookkeeper is responsible for requesting replenishment of the imprest account. This is usually done when the bank statement is balanced. However, replenishment may be done more than once a month if needed, as long as all back up documentation is attached to the request.

When obligations are paid, a copy of the invoice should be included with the check to the vendor to indicate what is being paid. Originals, not copies, should always be retained by the school to support the disbursement. No disbursement should be made from a statement.

All unpaid invoices and obligations of the school should be paid prior to June 30.

7. Voiding a Check

If an error is made in writing a check, mark the check and stub "VOID" in ink and render it non-negotiable by removing the signature block. The check should be attached to the check stub in the checkbook. All void checks should be listed as void on the Beaufort County School District Imprest Checking Account Activity Form when requesting replenishment.

For checks voided after entry in the checkbook, the stub should be marked "VOID" and the date voided. The amount of the void check should be added back to the checkbook balance with an explanation given.

8. Internal Controls-Cash Disbursements

The following procedures provide internal controls over purchases and cash disbursements:

1. The availability of funds should be checked with the bookkeeper or principal before a purchase is made. Purchases should not be made from accounts which have no funds.
2. Invoices should be checked as to footings, extensions, pricing, and evidence that the goods or services have been received.
3. School vouchers should be prepared and approved by the principal for purchases where no vendor invoice is available.
4. School employees must present adequate documentation for reimbursement of their personal funds. Invoices that reflect a "balance due" should be accompanied by adequate "proof of payment." (Ex: check copy, credit card statement)
5. No disbursements should be made unless adequately supported by approved invoices, vouchers, or other proper documents. All disbursements should be approved by the principal.
6. Invoices should be paid promptly.
7. Original invoices, school vouchers, or other supporting documents should be marked paid or otherwise canceled by indicating the check number and date paid when checks are issued.
8. Checks should be written in ink or typewritten. Never issue a check in pencil.
9. If a mistake is made in writing a check, the check and the stub should be clearly marked void and rendered nonnegotiable. The void check should be stapled to the back of the check stub with the preprinted number visible.

10. Checks shall not be made payable to cash. An individual or company name should be in the space provided for Payee.
11. If payment is made based upon vendor statement, charges should be checked against supporting invoices and the invoices attached to the statement before payment is made. Payment will not be made by statement alone -- invoices must be attached.
12. Checks should not be issued to contracted vendors for services; these vendors should be paid through the Accounts Payable.
13. Checks and check stubs should indicate the purpose of payments to vendors in the space provided (i.e. "payment for invoice # __," "payment of statement dated ____, etc.).
14. To aide in tracing, check stubs should indicate the detail account from which the check is being paid.
15. The only deposit permitted into the Imprest account is the replenishment check issued by Accounts Payable. Unless it is reimbursement from an employees pay advancement.
16. All voided checks must be included when requesting replenishment.
17. Checks written from the Imprest account to employees must be collected and deposited by the bookkeeper for replenishment.



School _____

Date _____

[illegible]

Total: _____

(Bookkeeper Signature)

(Principal Signature)

D. Accounting for Transfers/Reclassifications

1. Definition of a Transfer

Account transfers do not involve a cash transaction. Part of the fund balance in one detail account is being "moved" to another account to be disbursed there. When an amount is subtracted from one account and added to another account a transfer has occurred.

Transfers neither increase nor decrease total cash; they do not increase total receipts or disbursements and are therefore recorded separately from Cash Receipts and Cash Disbursements.

2. Reasons for a Transfer

- a. Profits from fund raising activities are transferred from the revenue account for fund raising to the appropriate account where the profits are to be spent.
- b. Certain accounts have overspent in the past and the principal authorized transfers to eliminate the deficits in the accounts.
- c. The PTA or outside source donates funds which are recorded in the cash contributions account and transferred to several accounts where the money will be spent.

3. Transfer Forms

Each transfer shall be supported by a transfer form which acts as the authorization for the transaction. In completing the transfer form the bookkeeper lists account from which the funds are deducted, the account to which the funds are added, the amount of the transfer, and an explanation for the transfer.

4. Posting Transfers

At the end of each month, transfers are posted to the computer and are assigned a general journal number for reference.

5. Internal Controls - Transfers

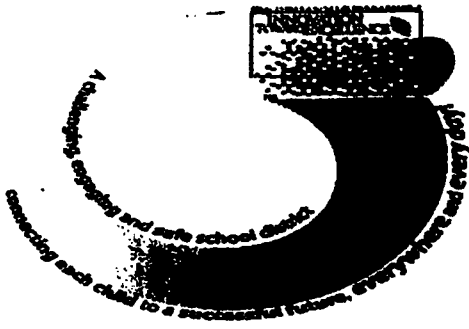
The following procedures provide internal controls over transfers:

- a. Transfers between funds should be approved in writing by the principal on a Transfer Form.
- b. Transfers should be posted to the appropriate accounts in the same month that the transfer is authorized.
- c. Funds should never be transferred out of accounts that are set up for a specific purpose. (Ex. Field Trips, Clubs, Athletics).

6. Reclassifications (Posting Corrections)

Reclassification is the term used when an error has been made and needs to be corrected. (Ex. deposit posted to the wrong account or if a check was written out of the wrong account). Include a printed detail of transaction as proof.

Reclassifications are processed at the end of each month and must be approved by the principal on the Transfer/Reclassification Form.



**Beaufort County School District
Student Activity Fund**

School _____ Date _____

TRANSFER OF FUNDS

Amount	Transfer From	Transfer To	Explanation of Transfer
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____
\$ _____	A/C # _____	A/C # _____	_____

RECLASSIFICATIONS (Posting Corrections)

(Please print detail showing proof)

Date of Trans. on Print Out	Amount of Transaction	Check or Deposit	Acct. Charged On Print Out	Acct. Number To change

Principal Signature

Please attach the club advisor's authorization when a club account is being changed.

E. Bank Accounts- General

Each school will have one checking account not to exceed \$500.00, \$1,000.00 or \$1,500.00. This account will be for **emergencies** only. There shall be no other bank account with the school as the agency or the primary holder.

All funds collected in the school are to be deposited in the selected bank by the Beaufort County Schools. The Finance Officer notifies the bank of the person in each school (Principal) authorized to sign checks. The authorized agent for each school must furnish the bank with "sample" signature on a form provided by the bank. If at any time the authorized signature changes, the principal should notify the Finance Officer of this change. The school must then furnish the bank with a new signature card signed by the newly authorized agent.

Large, pre-numbered checkbooks are used for the disbursement of funds in the Imprest account. These books can be obtained from the bank supply. The checks and deposit forms should be printed with exact name and address of the school and the account number.

1. Savings and Investments

Schools are not permitted to have savings accounts, CD's, checking accounts, pooled investments etc. **Only School Imprest accounts are permitted with approval of the Finance Officer.**

The Beaufort County School District Finance Department will allow schools to participate in an investment plan through which schools can "pool" their surplus cash to achieve higher interest rates that would normally be available to an individual school. The "pooled" funds are invested by the Finance Department which sends participating schools monthly reports detailing earned interest and cash balances. This program provides schools with higher interest rates and the liquidity necessary in an investment plan. For additional information, contact the Finance Department.

2. Reconciliation of Bank Account

Bank Statements

Each month the bank sends the school the bank statement and the canceled checks paid and charged to the school's Imprest account. The bank statement shows a beginning balance, deposits, checks paid, other charges and credits, and balance as of the end of the month. Imprest accounts should be reconciled to the bank at the schools designated amount monthly to insure any service charges, interest, etc. are not missed.

Bank Reconciliation

The balance shown on the bank statement rarely agrees with the balance on the school books. Items may appear on the school books which have not been entered on the bank statement (outstanding checks, deposits in transit) and items can be on the bank statement which has not been entered on the school books (service charges, returned items). Therefore, reconciliation between the balance per bank statement and the balance per books must be prepared upon receipt of the bank statement.

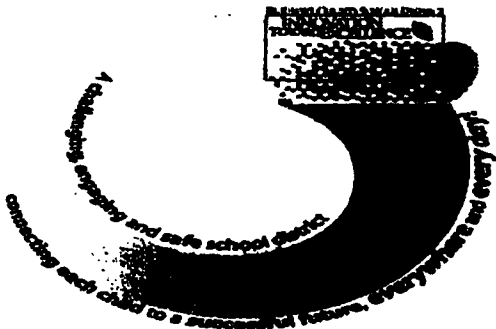
The following procedures should be followed to reconcile the bank account:

1. Checks are listed by the bank numerically.
2. Note outstanding checks from previous month and check off those that cleared in the current month.
3. Trace prior month deposits in transit to the current month's bank statement.
4. Check individual deposits for agreement with entry in deposit column on the bank statement.
5. Place check marks on the bank statement beside items in agreement.
6. List deposits which remain unchecked. These presumably are deposits in transit and must be considered in making the reconciliation.
7. List unchecked items from the bank statement. These represent bank credits not entered in the school books and must be considered in making reconciliation.
8. Compare paid checks with entries in the checkbook. Place a check mark on the check stub for checks that have cleared.
9. List the unchecked, outstanding checks from the previous month's reconciliation and the unchecked disbursement entries from the checking stubs for the current month. These are outstanding checks and must be considered in making the reconciliation.
10. Compare bank debits shown on the statement with debit memoranda included by the bank. (These could represent bank service charges or returned checks.) These items are not recorded in the check book and, therefore, must be considered in the reconciliation.
11. The Bank Reconciliation form should be used to prepare the monthly bank reconciliation. (Located page 34).
12. Checks not clearing the bank within 60 days should be investigated.

3. Accounting for Interest Earned

The Office of Finance will credit your account monthly with interest earned on an investment. Each month the Accounting Specialist generates a Crystal Report reflecting the amount in your interest income account in the Student Activity Fund Report.

Interest is an additional source of funds to the school. It increases the total cash available for the school's use and may be transferred to other accounts as needed to clear deficits or expended.



BANK RECONCILIATION

SCHOOL NAME _____

FOR THE MONTH ENDING _____

BANK: _____ ACCT# _____

Balance Shown On Bank Statement 1. \$ _____

ADD:

Deposits not shown on statement: _____

Other Bank Credits _____

TOTAL ADDITIONS 2. \$ _____

DEDUCT:

Outstanding Checks:	Check #	Amount	Check #	Amount

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**TOTAL OUSTANDING
CHECKS**

OTHER BANK DEBITS

TOTAL DEDUCTIONS 3. \$ _____

ADJUSTED BANK BALANCE 4. \$ _____

BALANCE SHOWN IN CHECKBOOK 5. \$ _____

PRINCIPAL APPROVAL _____

*** 4 & 5 MUST AGREE**

II. School Activity Fund Accounting

A. Trust and Agency Funds

1. Collections

Media Center Charges

Fees and fines for overdue, lost, and damaged media center books will either be collected by the school's media specialist or the bookkeeper. The media specialist should receipt these charges in accordance with Section I.B.3 TEACHER RECEIPT BOOKS and turn in the collections to the bookkeeper. If the bookkeeper collects directly from the student, Section I.B.1 Miscellaneous Receipt Processing/ MASTER RECEIPT BOOK should be followed. All these charges should be recorded as a cash receipt in Media Center Fees.

Vocational Programs

Vocational programs may charge for goods and services sold to the school, students, faculty, or public. All collections for such charges should be recorded in Munis.

General Tuition (Summer School)

Tuition is collected from students and is receipted by the bookkeeper in Munis.

State Textbook Damaged/Lost Fees

State textbook damaged and lost fees are remitted to the State Department at the end of the school year. Funds must be collected from students to cover expenditures for these fees.

2. Summary - Collections

Elementary

Collections from students for any purpose should be receipted by the teacher. The teacher then turns in the money to the bookkeeper.

Middle & High School

All monies collected must be receipted by the bookkeeper. Middle and high school teachers are not permitted to receipt students. These schools are not given teacher receipt books.

*However Media Center, School Book Store and Athletics Director are permitted to receipt in monies using the Master Receipt Book procedures on (page 11) and then include a "Teacher Turn-In form" for the bookkeeper to receipt into Munis. Principal must designate a person.

B. Instructional Disbursements

A school may purchase instructional items from its activity funds with the disbursements posted to the appropriate Instructional Disbursements account, and following prescribed purchasing procedures.

C. School-Wide Fund Raising

Fund raising may either be sponsored by the school or by a club. This section discusses school-wide fund raising.

Board of Education Policy and Regulations discuss fund raising. It specifies that all school fund raising is to be approved in advance by the principal. Procedures below should be followed to insure fund raising is approved in accordance with Board Policy.

Request for Fund Raising Project

All fund raising activities must be reviewed and approved in advance by the principal on a "Request for Fund Raising Project" form. This form is to be prepared in duplicate with the principal retaining one copy in an approved file and the sponsor retaining the duplicate copy.

Schools and school organizations are encouraged to prepare the requests at the beginning of each school year. This allows the principal to study all requests and attempt to foresee any conflicts which may arise between planned fund raisers.

Fund Raising Report

Once the Request for Fund Raising Project forms have been prepared by a school or submitted by school organizations, the school should prepare a "Fund Raising Report". The Fund Raising Report lists all planned fund raisers for the school year. The form should be approved by the principal.

Any changes or amendments to the Fund Raising Report should be approved by the Principal before the activities are undertaken.

Copies of the approved Fund Raising Report should be retained with the approved Request for Fund Raising Project forms.

All school-wide fund raising is to be approved as previously noted. Any changes to the original Fund Raising Report, including dates or nature of the activity must be approved by the Principal. To do so, an amended Fund Raising Report should be filed and the approved copy retained by the school.

School-wide fund raising generally is of three types: 1) Long term, 2) Recurring, and 3) One-time projects.

Long-term Fund Raising

These are projects that occur throughout the year and usually carry over to following years. Activities such as concessions, newspapers, and school store are examples.

Recurring Fund Raising

These are projects that occur every year but do not occur throughout the entire year. Examples are yearbooks, parking permits, pictures and locks.

One-time projects

One-time projects may not occur every year and generally are short-term in nature. Examples would include a school-wide sale (such as magazines or sweatshirts), dances, book fairs, banquets, drama plays, and band concerts, talent shows, and students faculty basketball games.

REQUEST FOR FUND RAISING PROJECT
(Prepare in Duplicate)

Club/Fund _____ Date _____

Sponsor _____

Person Responsible for Turning Receipts in to office _____

Project: _____

Vendor: _____

Dates of Activity: From _____ To _____

Selling Price per Item _____ Purchase Cost per Item _____

Estimated Profits (Total) _____

Profits to be used for: _____

1.) Unsold items may/may not be returned to vendor for credit.

2.) It is understood that:

- a. Receipts will be turned in to the office daily.
- b. The club must turn in collections sufficient to cover the complete costs of the activity before the vendor is paid.
- c. Any extension of the completion date noted above must be approved in advance by the principal.
- d. A summary of Funds Raising Activity must be completed within one week of completion of the project.

Requested by _____
(President of Club)

(Sponsor of Club)

Approved _____
(Principal Signature)

Date _____

Account No. _____

FUND RAISING REPORT

List below fund raising activities projected for the 20__/20__ school year. This report is to be approved by the principal before any activities are undertaken.

Activity	Expected Date of Activity	Sponsor	Use of Funds	Anticipated Profit

Principal Signature _____

AMENDMENTS TO THIS REPORT MUST BE APPROVED BY THE PRINCIPAL BEFORE ANY CHANGES OR ADDITIONAL FUND RAISING ACTIVITIES ARE UNDERTAKEN

1. Accounting for School-Wide Fund Raising

All school-wide fund raising should be recorded in the proper account. Only cash receipts and cash disbursements related to the fund raising project should be recorded in these accounts, i.e. no unrelated disbursements for instructional items or flowers for the teachers should be made from the account.

To provide adequate control over long-term fund raising projects they should be accounted for periodically. These fund raisers should be examined to see that receipts and disbursements are reasonable. For long-term fund raisers that require maintaining an inventory of goods for sale, the activity should be accounted for at least quarterly on the "Test of Inventory Items Held for Sale" form. See the following "School Store" and "Concessions" sections for further details and examples of how to complete the form.

There are no required accounting procedures for recurring fund raisers (with the exception of pictures), however, the principal should review these activities for reasonableness and investigate on unusual items. See the following "School Pictures" section regarding the requirements for this activity.

Procedures are required to determine if cash receipts from one-time projects are reasonable. A formal accounting should be prepared at the close of the project to prove the receipts. One-time projects that involve the sale of items (magazines, book fairs, etc.) should be accounted for on the "Summary of Fund Raising Activity" form. Details as to how to prepare this form are discussed later in this document under the **"ACCOUNTING FOR ONE-TIME PROJECT FUND RAISING"** section. One-time projects that involve charging admissions (dances, plays, concerts, etc.) should be accounted for on prenumbered school tickets, See **DANCES AND OTHER EVENTS CHARGING ADMISSION** for the procedures to follow on these events.

Special consideration for the more common school fund raisers are discussed in the following sections.

2. School Pictures

All collections for school pictures are made by the photographer. Based on these collections, the school is paid a commission. As the photographer offers only limited support for the commission paid, procedures are necessary to insure the school receives the correct amount. Picture commission reconciliation should be performed and documented when the commission is received, and reviewed and approved by the principal.

Picture Commission Reconciliation

The following procedures are to be followed when picture sales are collected by the photographer:

1. An envelope is usually provided by the photographer indicating the type of packets available. These are sent home with students prior to pictures being taken.
2. After parent makes decision to purchase, the type of packet is checked on the envelope and the amount to cover cost is enclosed in the envelope and returned to the school.
3. Each teacher should make a list of students and the amount indicated on the envelope (packet). The envelope (packet) may have a "tab" which can be torn off. This tab should be put with the teacher list and turned in to the bookkeeper.
4. A list should be made by teacher and amount to arrive at a total for the school. The total sale will include sales tax which should be excluded when computing the amount of commission the school is due. This may be done by dividing the total collected by 1.05 and the commission rate applied to the answer.

1.05	Example: Total sales including tax	\$1,050.00
	Amount on which commission is computed	1,000.00
	Commission rate	50%
	Estimated commission due school	500.00

5. The above example indicates school commission to be \$500.00. If the settlement check from the photographer does not agree, reconciliation should be prepared from data furnished by the photographer.
6. In the event the photographer does not provide envelopes and collections are made when the pictures are taken, a representative of the school should be present and make list of students and the amount collected by the photographer. A test of Reasonableness would then be done as indicated in step 4 using the amounts reflected on the list. If the amount of the check from the photographer does not agree, then differences must be reconciled and explained.

3. Concessions

This section addresses vending machines at a school. Machines are usually placed in the teachers' lounge and are for staff only. Some schools may have machines in other areas (gym, student lounge, etc.) which are available to students after the last lunch is served in the cafeteria.

At some schools, the machine is on a commission basis where-by the vendor handles all inventory and collects the money from the machines. The school has no key. Periodically, a commission check is sent by the vendor which should be recorded as a cash receipt in the account vending machines.

Most schools, however, service their own machines. This requires them to remove monies from the machine, maintain an inventory, and keep the machine stocked. Also, they must pay Sales and Use Tax and a Privilege License tax. Inventory is purchased from the vendor, who usually charges a rental for the machine. Schools who service their own machines should periodically test the cash receipts and inventory as discussed below.

Accounting for Concessions

Teachers' lounge machines should be accounted for in account vending machines. Only cash receipts and cash disbursements from the concession activity should go in these accounts, i.e. no faculty fund disbursements (such as for flowers) should be posted to them.

Removal of Monies

Monies should be collected from the machines often to prevent break-ins. The principal should designate someone to collect monies from the machine, preferably not the bookkeeper. The person in charge should empty the machine on a daily or other reasonable basis, and turn in the funds to the bookkeeper in accordance with TEACHER TURN-IN FORMS.

Test of Cash Receipts and Inventory

The school should maintain control over its concession activity. Accordingly, a test for reasonableness of cash receipts and inventory used should be performed and documented on the "Test of Inventory Items Held for Sale". The purpose of the test is to prove that the money collected and recorded is reasonable in comparison to what was sold. The test should be done at least quarterly. However, monthly would be more practical. The principal should appoint someone to perform the test; ideally it would be someone other than the bookkeeper or the sponsor collecting monies from the machine.

Completing the "Test of Inventory Items Held for Sale" Form

The test can be performed either of two ways: 1) year-to-date, i.e. from the beginning of the school year through the current period (for example, August-March), or 2) for the current period only (for example, March only). The following should be done to complete the test:

1. Obtain a listing of inventory on hand at the beginning of the period.
2. At the end of the period, take an inventory. The "Inventory of Items Held for Sale" form is recommended. Be sure to count all inventory including goods in the machine and goods in storage.
3. Enter the beginning and ending inventories on the form. These should be entered in terms of saleable units (i.e. individual drinks, not cases). The inventory forms should be attached.
4. Determine the number of items received during the period. Review paid and unpaid invoices for the activity. Pay special attention to the date the goods are received. As vendors are often on a one month lag, invoices for goods received during the period may not be paid until after the inventory date or may still be open. Determine the number quantity purchased. Attach copies of the invoices to the form.
5. Calculate the number of items sold during the period by adding beginning inventory to quantity purchased and subtracting ending inventory.
6. Enter the unit sales price and calculate projected proceeds. The total of this column (line 7) is the total amount of money that should have been turned in and deposited during the period.
7. Enter all cash receipts for the period on Line 7. Only receipts from the concession activity (i.e. from the sale of drinks/crackers) should be considered. Any other miscellaneous receipts in the account (i.e. from commissions) should not be included.

8. Any monies in the machine on the last day of the period should be removed and counted. Enter the amount on Line 9 if these monies are not already included on Line B. Note that any "receipts on hand not posted" from the previous test should be subtracted from the Line 8 amount as these receipts relate to the prior period but were recorded in the current period.
9. Enter any monies owed or uncollected on Line 10, attach support for these.
10. On line 11 enter any miscellaneous items such as this amount should be attached. Only the principal should authorize giveaways from the machine, and a detail of all items given away should be kept. This detail should be used to support the amount on line 11.
11. Add lines 8-11 and enter the total on line 12.
12. Arrive at the "Difference" on line 13.
13. Complete the remainder of the form and forward to the principal.

The principal should review the form and sign it. Large or unusual differences should be investigated. If the principal cannot resolve such differences, the Finance Department should be contacted to assist. The test process is now complete and the form, with all detail attached, should be filed

Concession with Other Parties

Sometimes the school's vending machines are serviced by the PTA, Booster's Club or a group of teachers. In these cases, the activity is not recorded on the school's books. The other parties collect the money, maintain the inventory, and pay the vendors. Even though the activity is not recorded in the school's activity fund, the principal should insure the machines are emptied on a timely basis and that the inventory is safeguarded. It is recommended that the parties sponsoring the machines perform a test of cash receipts and inventory as noted above. Also, the sponsors are responsible for paying sales tax and privilege license tax on the machines.

BEAUFORT COUNTY SCHOOL DISTRICT TEST FOR INVENTORY ITEMS HELD FOR SALE

School _____ Date _____ Period Covered _____ To _____

Club and /or Type of Fund Raising _____

	Item Description	Beginning Inventory (A)*	Quantity Purchased (B)*	Ending Inventory (C) *	Items Sold (D) (D = A-B-C)	Unit Sales Price (E)	Projected Proceeds (F) (F = D x E)
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____	_____

Total proceeds if all items sold
(Total if through 6F)

7. _____

*Receipts turned in per school books

*Receipts on hand not posted

*Monies Uncollected

*MISC: damaged goods, used for promotion, etc.
(# Items _____ x Sales Price _____)

8. _____

9. _____

10. _____

11. _____

Actual proceeds (Total 8 thru 11)

12. _____

Difference (7 minus 12)

13. _____

***MUST BE DOCUMENTED TO SATISFACTION OF PRINCIPAL**

Approvals: _____

(Person Performing Test)

(Club or Fund Raising Sponsor)

***SUBSTANTIAL DIFFERENCES SHOULD BE REPORTED TO
FINANCE OFFICE**

(Principal Signature)

**BEAUFORT COUNTY SCHOOL DISTRICT
INVENTORY OF ITEMS HELD FOR SALE**

School _____

Fund Raising Project _____ Date of Inventory _____

Account _____ Prepared By _____

Item Description	Sales Price	Quantity On Hand	Value On Hand (Sales Price x Quantity)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total on Hand: _____

4. School Store

Sales Tax

School stores must collect and remit S.C. Sales Tax.

Change Fund

If the sponsor desires a change fund for the store, the procedures in **Section II.D. ATHLETIC CHANGE FUNDS** should be followed. The change fund should be established prior to opening the store for the year and closed at the end of the year. The sponsor should not hold cash receipts in order to make change; all collections from the store should be turned in daily.

Turning in Cash

Store collections should be turned in daily or on some other reasonable basis.

Accounting

The school store is an on going, school-wide fund raising activity and should be recorded in school store account.

Tests of Cash Receipts and Inventory

The cash receipts and inventory should be tested at least quarterly (monthly tends to be more practical, however) on the "Test of Inventory Items Held-for Sale" form. The procedures listed under CONCESSIONS are applicable to the school store. Ideally, the sponsor would count and list the inventory (on the "Inventory of Items Held for Sale" form) and the bookkeeper (or some other person designated by the principal) would perform the test on the "Test" form. As with concessions, the principal should review and approve all "Test" forms. All documentation pertinent to the test (invoices, inventories, damaged merchandise, etc.) should be attached to the form when it goes to the principal for review.

School Store Vending Machines

If the school has paper and/or pencil vending machines, the procedures for drink vending machines under CONCESSIONS should be followed, with the exception that this activity should be recorded in account of the School Store.

D. Athletics

1. Tickets and Admissions

Board of Education Policy provides that all senior and middle schools will charge the same admission price to athletic events. This price is set by the Beaufort County School District Board of Education.

If admission is charged to athletic events, then pre-numbered tickets must be used. The tickets issued at each event should be accounted for, as noted below, on the "Ticket Seller's Report".

All game pricing must adhere to the Athletic Program Policy (see insert).

Ticket Manager

The principal should designate an individual to be responsible for athletic tickets. Preferably, a ticket manager will be named who does not have coaching or other major responsibilities at the event.

Ticket Log

The ticket manager should maintain a "Ticket Log" for each color and series of ticket. The purpose of the "Ticket Log" is to account for all ticket number sequences on hand, issued, and returned.

At the beginning of the year, the ticket manager should take an inventory of all tickets (see specific procedures below regarding ticket inventories). The ticket manager should then make a Ticket Log for each ticket color and sequence on hand. The date and sequence on hand should be indicated in the appropriate columns to set up the log.

When tickets are issued, the sequence issued should be indicated on the log. Tickets returned should be entered at the settlement. The ticket manager then indicates a new sequence on hand based on the issuances and returns for that game. The "sequence on hand" column should always agree to the tickets physically present.

At the beginning of the year, end of the year, and at least at the close of every major sports season (football, basketball, and baseball), the ticket manager should take a formal ticket inventory by ticket color and sequence. The inventory should be listed, and the list reviewed and signed by the principal. The ticket manager should verify that the sequences listed on the inventory agree to the "sequence on hand" columns on the Ticket Log. The ticket manager should indicate on the ticket inventory list signed by the principal that this has been done. If differences are noted, these should be indicated on the list. Significant differences should be investigated.

Issuing Tickets and Change

When the ticket manager issues tickets and change at the beginning of an athletic event, a "Ticket Seller's Report" should be completed (top portion only) for each seller. The seller should sign the form to indicate receipt of the change and tickets. Upon completion of settlement, this form should be attached to the appropriate deposit to be turned into the Accounting Specialist in the Finance office.

Athletic Change Funds

Before each athletic event, a check should be written to establish the change fund. **The check should be payable to the person (usually the ticket manager) and never to "cash".** (Vending machine money should never be used for the change fund.) The person or ticket manager is then responsible for distributing the change between the sellers. When the event is complete and the money is turned in, the entries should be entered in the computer. Change fund transactions should never be recorded as Receipts and Disbursements.

The change fund should always be deposited along with the game proceeds. It should never be held after completion of the event. For example, if games are held on Friday and Saturday, the Friday change fund should be deposited with Friday's proceeds and not held out to establish Saturday's change fund. A separate check should be written to establish change for Saturday.

Settlement

The ticket manager should check in each seller at the event by counting (in the seller's presence) the proceeds and tickets unsold. **Tickets sold (numerical sequence) must balance with funds collected.** This should be documented on the bottom half of the Ticket Seller's Report.

All proceeds from the event should be deposited immediately after completion. **In no cases should collections from an athletic event be held by an individual or at the school overnight or over a weekend. A night depository must be used when necessary.** The individual responsible for depositing the game proceeds should have access to a night depository so that deposits can be made when the bank is closed. Note that all proceeds, including the change fund, are to be deposited.

The Batch Proof Summary report should reflect gate change fund received for the each game as well as game proceeds and information to be submitted to the District office for proofing.

* Finance office should be given a copy of each school event game schedule and an inventory of tickets to be issued at the beginning of each school year. This will assist the Finance office in reviewing the accuracy of the "Ticket Seller Report". All games charging and admission should have tickets issued. When not in use, tickets should be stored in a secure area (ex. locked desk or file cabinet).



TICKETS SELLERS REPORT

School/Event _____

Date _____

Received the following tickets:

Color: _____

Ticket #'s _____ thru _____ @ \$ _____ = \$ _____

Change Fund Received.....\$ _____

Total value tickets & change fund.....\$ _____

Receipts of above tickets and change acknowledged:

(Seller)

Settlement:

Tickets Turned in # _____ thru # _____ = # _____ @ \$ _____ = \$ _____

Currency Turned In.....\$ _____

Coins Turned In.....\$ _____

Total tickets & cash turned in.....\$ _____

Less total tickets & change received.....\$ _____

Difference over (short).....\$ _____

Receipts of settlement from Seller acknowledged:

Amounts must agree

(Ticket Manager)

Ticket Log Report

Date:	Color:	Issued To:	Game:	Sequence on Hand		Sequence Issued		Sequence Returned	
				From:	To:	From:	To:	From:	To:

Signature _____ Date _____

2. Concession Stands

Most schools have concession stands operating at various athletic events. In some cases these are operated by the PTSA or Boosters Club. This section applies only to schools where the concession stand is operated by the school or school sponsored organization. Concession stands must pay sales tax and obtain a privilege license.

The principal should appoint a concession stand sponsor who is responsible for safeguarding the inventory, completing the "Concession Seller's Report", and making deposits. The sponsor should have only these responsibilities and should not operate the stand. Schools often have a faculty member operate the stand and have another (usually the Athletic Director) act as sponsor. If the school has a faculty member operating the stand and cannot find another one to act as a sponsor, then the principal must assume these responsibilities.

Accounting for Concession Stands

Concession stands transactions should be recorded in account Concessions. Prior to beginning operations, a change fund is usually established. This should be done by writing a check payable to the sponsor or some person (checks should not be written to "cash").

The sponsor should turn in collections daily from the stand. All money, including the change fund, is to be turned in and deposited. Change funds should not be held overnight or on weekends by any individual or at the school. If a change fund is needed for any event the next day, a separate check should be written to establish it.

If the stand operates after school or on a weekend and the sponsor cannot turn in the money to the bookkeeper then the bank's night depository should be utilized. The sponsor should prepare the deposit and make it immediately after completion of the event. In no cases should Concession stand receipts be held overnight or over weekends by any individual or at the school.

Concession Seller's Report

Each time the stand is open for business, the sponsor should check out the person operating the stand on a "Concession Seller's Report". The top portion is completed at this time and acknowledges that the seller has received the change and inventory. At settlement, the seller returns all inventory and change to the sponsor, who completes and signs the bottom portion. If the sample form does not allow enough room, then a similar one that does should be designed.

Concession items such as candy, crackers, can drinks, etc., are easily listed on the report as there is a definite number of units and sale price (i.e. 10 candy bars at 50 cents each, 10 can drinks at 45 cents each). Items such as fountain drinks or items being sold from bulk (i.e. popcorn) are more difficult. Estimates can be used for these items, or some other method such as counting cups for fountain drinks or bags for popcorn.

Tests of Cash Receipts and Inventory

The concession stand sponsor is held accountable for all goods on hand and monies collected. To document this accountability, a test of cash receipts and inventory should be completed quarterly. A practical schedule to follow would be to perform the test at the end of football, basketball, and baseball seasons, and at the end of the year. To perform the test, a "Test of Inventory Items Held for Sale" form should be completed. The instructions for this form under CONCESSIONS should be followed. As with the Concession Seller's Report estimates will have to be used for fountain drinks and bulk items.



CONCESSION SELLER'S REPORT

Date _____

Items Received	No.	Selling Price
_____	# ____ @	\$ _____ = \$ _____
_____	# ____ @	\$ _____ = \$ _____
_____	# ____ @	\$ _____ = \$ _____

Change Fund Received.....\$ _____

Total Value Refreshments & Change Fund Acknowledge:

(Seller)

Settlement:

Unsold items turned in:

_____	# ____ @	\$ _____ = \$ _____
_____	# ____ @	\$ _____ = \$ _____
_____	# ____ @	\$ _____ = \$ _____

Currency Turned In.....\$ _____

Coins Turned In.....\$ _____

Total Refreshments & Change Turned In.....\$ _____

Difference Over (Short).....\$ _____

Receipts of Settlement from Seller Acknowledge:

* Amounts must agree*

(Signature)

PAYMENT OF GAME EXPENSES

All game expenses are to be paid by school district check. They should never be paid out of undeposited proceeds. Game expenses include payments to police officers, officials, ticket managers, ticket seller's, stadium manager, custodians, etc. Request for checks should be made prior to the event so they can be ready for use.

Police and Officials

Payment to police and officials should be recorded as a disbursement in the appropriate account.

Other Payments

Payments to ticket manager, ticket sellers, stadium manager, custodians, etc., can be made from the school's activity funds. These disbursements should be charged to the appropriate account. Requests for these checks should be made prior to the event so they are available. All payments to employees for these services must be made through the employee's payroll check.

No funds for employees will be issued until services have been rendered.

Tax Reporting

Payments to police, officials, and others for services at the game are subject to federal tax reporting requirements. Any individuals paid \$600.00 or more during the preceding calendar year will receive a 1099 from the Finance Department by January 31st. The Finance Department will also file the required Form 1099 with the Internal Revenue Service.

Disbursement of Athletic Event Gate Receipts to Participating School

When an athletic event is held, the host school deposits the total proceeds from the event in the concentration account and subsequently requests a check to any participating school for their share of the proceeds.

E. Other

1. Contributions to the School

The school may receive contributions from parents, PTSA'S, and other various community individuals and organizations. These contributions may be in the form of cash, or they may be actual physical items.

Cash Contributions

If cash contributions of \$2,500.00 or less are received, they should be deposited in the school's activity funds and recorded as a receipt and posted to a specified account. A notification must be sent to the Office of Communications detailing the donor, purpose, and amount of donation for gifts more than \$1,000.00. Cash contributions restricted for the purchase of specific materials or equipment must be approved as outlined below. Cash contributions of more than \$2,500.00 should be sent to the Finance office to be set up as a local grant and deposited by the Accounting Specialist.

Contributions of Tangible Goods

Schools may also receive contributions of tangible items. Any gift of more than \$1000.00 must be reported and approved by the Board of Education. Gifts that will require installation, maintenance, replacement or other future costs must be submitted to the Board of Education for their approval before being accepted.

The following are examples of gifts that are subject to consideration by the Board:

Carpet	Televisions	
Computers	Lighting	Telephones
Air Conditioners	A-V Equipment	Furniture
Refrigeration	Duplicating Equipment	Fans
Copying Machines	Typewriters	Vehicles
Construction projects	Landscaping	Painting
Musical Instruments	Scoreboards	

Before accepting gifts of this type, the school should contact the Superintendent or Assistant Superintendent so that we may obtain approval. Estimates for installation, maintenance, and other future costs for the item donated should be presented to the Superintendent so the gift can be evaluated.

Donations/Tax Deductibility

Donations to the Beaufort County School District are deductible as charitable contributions to a political subdivision (IRS Code Section 170 (c) (1)). BCSD is not a 501c3 organization.

Donations of materials or equipment (or cash donations restricted to purchase of material or equipment) that will require installation, maintenance, replacement, or future cost must be approved in advance of acceptance by the Board of Education.

2. Sales and Use Taxes

Most sales of tangible personal property by a school-related organization are subject to S.C. sales tax. Also, certain purchases by a school may be subject to use tax. Sales tax is filed monthly by the Finance office.

a. SALES TAX

Subject to certain exceptions, when a school or school-sponsored club sells "tangible personal property" (an actual physical product) of any type, they must collect and remit sales tax to the State. The tax is remitted with the monthly Sales and Use Tax Report. Only one report per month is necessary for all taxable sales of the school.

When a school or club purchases the items for resale, they do not have to pay sales tax to the vendor, provided the school or club has completed a form E-590 Certificate of Resale with the vendor. This form essentially says that the vendor will not be responsible for collecting and remitting sales tax; instead, the school will have that responsibility.

When a school purchases items for resale from a vendor and for some reason (such as error or not being registered with the Department of Revenue) pays sales tax, this fact does not relieve them from the responsibility of collecting and remitting the tax to the state when the items are sold.

The following is a list of examples of school-wide fund raising sales where the school would be required to remit sales taxes on the sale of the items and would not be required to pay sales tax on the purchase of the items: 1) school store, 2) vending machines, 3) concession stands, 4) parking stickers and 5) locks.

When the school is merely collecting money for the vendor and retaining or being paid a commission for doing so (as is usually the case with school pictures and book fairs); then the vendor is responsible for remitting the sales tax.

Any club fund raiser where a product is sold (such as candy sales, flower sales, concessions at a dance, etc.) is subject to sales tax. The club should collect the tax and it should be remitted on the school's monthly Sales and Use Tax Report. When the club purchases the items for resale, they should not pay sales tax to the vendor (provided they have supplied the vendor with a Certificate of Resale).

Club fund raisers where only a service is sold (such as car wash) are not subject to sales tax. Similarly, all school dances and athletic admissions are specifically exempt.

b. Use Tax

When a school purchases tangible personal property from a vendor for its own use (such as instructional materials, supplies, furniture, etc.), the vendor usually charges sales tax on the invoice. The school would then pay the vendor, who would remit the tax to the state. On occasion, a school may purchase from an out-of-state vendor who is not registered to collect and remit S.C. sales tax. In these instances the school would be subject to use tax. The vendor would charge no sales tax on the invoice; instead, the Finance office would remit the tax to the State on the monthly Sales and Use Tax Report.

3. Gifts to Employees

To comply with the Internal Revenue Service requirements, gifts to employees (such as flowers, hams, gift certificates at Christmas, etc.) may be made by a school-sponsored organization or club provided the value is nominal (less than \$25.00). If the gift is more significant, principal and superintendent approval is necessary.

The school, as a component of the Beaufort County School District, cannot give gifts to employees.

4. Loan of School Funds

Personal loans from the school's activity funds are not allowed for any circumstances.

5. Additional Pay to Employees

Payments for ticket sellers, ticket collectors, ticket managers, stadium manager, athletic officials and off duty police officers may be paid directly from school activity funds unless these persons are employees. All employees must be paid through the Beaufort County School District Payroll Department; on a green timesheet and should be submitted to the payroll office. Payments cannot be made from undeposited receipts.

III. Clubs and Organizations

A. Clubs and Organizations – General

1. Club and Organization Accounting

Middle and high schools may hold fundraising for various school sponsored clubs and organizations. The school district is acting as a trustee, i.e. these funds belong to the club or organization but the district is responsible for depositing the receipts and making the disbursements.

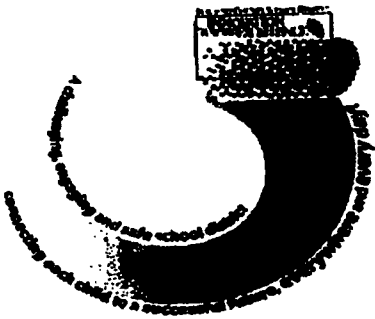
Request for such must state purpose in a formal written document.

These clubs and organizations should follow all rules and regulations adopted for cash receipts and disbursements.

2. Confirmation of Balance with Sponsors

Periodically, if not monthly, the principal or his/her designee should confirm the club and organizations balances with the sponsors. The confirmation should include year-to-date Receipts, Disbursements, Transfers (in or out), and Balances. Listed below are some examples of methods that can be used.

1. Post a copy of the Monthly Statement of Receipts and Disbursements on the bulletin board in the teachers' lounge so the sponsors can initial the appropriate line items.
2. Furnish copy of the print out to sponsors and have them initial if correct or advise of any differences.
3. Personally review account with sponsor and have them initial print out agreeing to balances.



**BEAUFORT COUNTY SCHOOL DISTRICT
STUDENT ACTIVITIES**

MONTHLY ACCOUNT BALANCE

SCHOOL: _____

MONTH: _____

I verify that I have reviewed the attached monthly activity report and that the current balance is correct. I understand that a transfer must be done to cover any negative balances.

ADVISOR'S SIGNATURE: _____

Dated: _____

B. Fund Raising

1. Fund Raising - General

School-sponsored clubs and organizations often undertake various fund raising projects during the year. All receipts and disbursements from such projects should be recorded in the concentration account. All disbursements should be made by check from the concentration account and never from the undeposited proceeds. All receipts should be deposited intact in the bank account.

All club fundraising projects are subject to the approval requirements outlined in Section II. **SCHOOL-WIDE FUND RAISING GENERAL**. Most club fundraisers are not of the long-term or recurring types mentioned in that section, but if a club or organization sponsors a fundraising project classified as long term or recurring, it must follow the procedures outlined in Section II. **ACCOUNTING FOR SCHOOL-WIDE FUND RAISING**. All other fundraising projects are accounted for as described on the following pages.

ACCOUNTING FOR ONE-TIME PROJECT FUND RAISING SALES

Most clubs fundraising is of a short-term nature (the one-time project fundraising noted at Section II.C. **SCHOOL-WIDE FUND RAISING - GENERAL**) and usually involves the sale of items. The sponsor should collect from the students as often as possible (preferably daily) and turn in the funds to the office for deposit daily. A list should be kept by the sponsor indicating the amount of merchandise and money for which each student is responsible. When the student turns in money from the sale, they should be receipted (see Section **TEACHER RECEIPT BOOKS**) or taken to the bookkeeper.

At the completion of the project, the club or organization should account for on the "Summary of Fund Raising Activity" form. The purpose of this form is to prove that the receipts turned in and deposited are reasonable given the items the club actually sold. The form should be completed and signed by the sponsor as soon as possible after the end of the project. The form should then be forwarded to the principal for review. All and any documentation supporting amounts on the form (vendor invoices, goods on hand, monies uncollected from students, stolen goods, etc.) should be attached to the form so that the principal has a reasonable basis for review. The principal should indicate approval by signing the form.

How to Complete the "Summary" Form

The overall purpose of the form is to compare the "Total Receipts of all items sold" (line 6) to the "Receipts turned in" (line 7). The two months usually are not the same due to various reconciling items ("merchandise still on hand", "monies uncollected from students", etc.). The form accounts for items purchased for sale at selling price, not at cost. Cost price and profit are not considered on the form.

1. The club sponsor or president should prepare the "Summary" as soon as possible after completion of the sale. If a student (i.e. the club president) prepares the form, then the sponsor should review and sign it.
2. The information at the top of the form should be completed, i.e. "Starting Date," "Ending Date," "School and Club," "Type of Fund Raising," and "Types of Items Purchased."
3. On lines 1-5, Indicate under (A) a description of the items sold, i.e. donuts, T-shirts, candy bars, etc. Under (B), the quantity purchased should be indicated in terms of saleable units. For example, a vendor invoice for candy bars may indicate 20 cases purchased, however, if there are 100 bars per case, and then the saleable units equal 2000 and that should be indicated here. A copy of the vendor invoice should be attached to the completed form to support the quantity purchased. Under (C), the sale price of the items should be indicated. For example, if candy bars were sold for 50 cents each, then \$.50 should be entered here. Under (D), the product of (B) and (C) should be entered. (D) gives the total amount that should have been received if all the items were sold. Total all (D) items to arrive at the line 6 amount. If more space than is provided in lines 1-5 is needed, then a supplemental schedule in the same format should be attached.
4. On line 7 indicate the total collections from the sale turned in to the bookkeeper for deposit. This amount can be obtained different ways, however, a total of all turn in from the sale can be obtained from the Master Receipt Book. In any event, documentation, such as a photocopy of the print out should be attached to the completed form to support the line 7 amount.
5. If goods are still on hand unsold at completion of the sale, then an inventory should be taken on the "Inventory of Items Held for Sale" form. To complete this form, first the information at the top should be entered. Then under "Item Description" each type of saleable item still on hand should be indicated. Under "Sale Price" the selling price of each item should be entered. This is then multiplied by "Quantity on Hand" to result in "Value on Hand" for each type of item, which is totaled on the form, and entered on line 8 of the "Summary" form. Note that the amount on Line 8 should represent merchandise still on hand valued at sales price, not cost. For example, if 50 candy bars are still on hand and they cost (per the vendor Invoice) 25 cents each but were sold for 50 cents each, then on the "Inventory" form the 50 cents "Sales Price" would be multiplied by the 50 "Quantity on Hand" to result in "Value on Hand" of \$25, which would be totaled and transferred to line B.

6. If goods were unsold at the end of the sale and were returned to the vendor, then the total number of saleable units returned should be multiplied by sales price to arrive at the total value at sales price of the goods returned. This amount should be entered on line B. As in (5.), the value of the goods should be at sales price, not cost. For example, if 50 candy bars are returned and the vendor gives a credit of \$12.50 (as the bars cost 25 cents each), but the bars sold for 50 cents each, the \$25 should be indicated on line 8 as the sales value of goods returned. A vendor credit memo or similar document should be attached to the completed form to support items returned.
7. The sponsor should keep records supporting the amount of merchandise for which each student is responsible and how much money each student should turn in from the sale. Often at the completion of a sale, students will still owe money and/or unsold merchandise. At completion of the sale, the sponsor should prepare a detailed list indicating the amount owed by students. This list should be attached to the completed form and the total indicated on line 9. Under no circumstances should the fact that students still owe monies put off completion of the "Summary" form. The form should be completed immediately after the end of the sale and all amounts owed by students at that time indicated on line 9.
8. If goods were used for promotion, given away, stolen, damaged, etc., then the sponsor should prepare a list detailing such. The total saleable units should be multiplied by sales price to arrive at the total saleable value of the goods. This list should be attached to the completed form and the amount entered on line 10. Here again, line 10 should be at saleable value, not cost. For example, 50 candy bars (cost = 25 cents, sales price - 50 cents) were used for promotion. The sponsor should prepare and attach a list indicating this, and enter \$25 on line 10 as the total value of goods used for promotion.
9. On line 11 indicate the total of lines 7-10. Then compare this amount to line 6 to arrive at "Difference" on line 12. If the sale was accounted for properly and the "Summary" form completed correctly, the "Difference" on line 12 should not be significant.
10. The form should be signed and dated by the preparers and forwarded, with all supporting documentation attached, to the principal for review. The principal should sign the form, which should be filed along with all the supporting documents.
11. If the "Difference" on line 12 is unreasonable, then the principal and sponsor should investigate. If necessary, the Finance Department should be contacted to assist.

12. Occasionally, in order to move slow selling items, sales price is reduced during the sale. The sponsor should obtain written permission from the principal to do so, and this should be attached to the completed form. Also, the sponsor should indicate how many items were sold at full price and at the reduced price on lines 1-5. For example, of 2000 candy bars purchased for sale, 1500 were sold at full price of 50 cents and 500 at a reduced price of 30 cents. On line under (A) indicate "Candy Bars - full price", under (B) 1500 under 50 cents and at (D) \$750. Then on line 2, indicate under (A) "Candy Bars - reduced (C) price", under (B) 500, under (C) 30 cents and at (D) \$150.

BEAUFORT COUNTY SCHOOL DISTRICT SUMMARY OF FUND RAISING ACTIVITY

School/Club _____ Type of Fund Raising _____

Types of Items Purchased _____ Date Beginning /Ending _____

	Description Of Item (A)	Quantity Purchased (B)	Sale Price (C)	Proceeds of All (D) (B x C)
1.	_____	_____X	_____	_____
2.	_____	_____X	_____	_____
3.	_____	_____X	_____	_____
4.	_____	_____X	_____	_____
5.	_____	_____X	_____	_____

Total Receipts If All Items Sold (Total of Lines 1-5D)

6. _____

Receipts turned in (per school books)

7. _____

*Merchandise still on hand # x sale proceed

8. _____

*Monies uncollected from students

9. _____

*Miscellaneous used for promotion, damaged, etc...

10. _____

Totals (lines 7 minus line 10)

11. _____

Difference (line 6 minus line 11)

12. _____

*Must be documented to satisfaction of Principal.

This report is certified correct to the best of our knowledge.

President Date

Principal Date

DANCES AND OTHER EVENTS CHARGING ADMISSION

Board of Education Policy requires that prenumbered tickets be used for any school event for which an admission is charged. Accordingly, the school should maintain an inventory of tickets, separate from the athletic ticket inventory noted in Section II. **TICKETS AND ADMISSIONS.** As with the athletic tickets, the principal should name a club ticket manager to be responsible for the inventory.

Ticket Log

The ticket manager should maintain a "Ticket Log" for each color and series of tickets that accounts for the sequences on hand, tickets issued, and tickets returned.

At the beginning of the year the ticket manager should take an inventory of all tickets (see specific procedures below regarding ticket inventories). The ticket manager should make a Ticket Log for each ticket color and sequence on hand. The date and "sequence-on-hand" should be indicated in the appropriate columns to set up the log.

When tickets are issued, the sequence issued should be indicated on the log. Tickets returned should be entered on the settlement. The ticket manager then indicates a new sequence on hand based on the issuance's and returns for that game. The "sequence-on-hand" column should always agree to the tickets physically present.

At the beginning of the year, end of the year, and at the beginning of the second semester, the ticket manager should take a formal ticket inventory by ticket color and sequence. This inventory should be listed, and the list reviewed and signed by the principal. The ticket manager should verify that the sequences listed on the inventory agree to the "sequence on hand" columns on the Ticket Log. The ticket manager should indicate on the ticket inventory list signed by the principal that this has been done. If differences are noted, these should be indicated on list. Significant differences should be investigated.

Tickets should be kept in a secure environment when not being used. The prenumbered sequence is crucial to the reconciliation process.

Issuing Tickets and Change

When the ticket manager issues tickets and change prior to the event, a "Ticket Seller's Report" should be completed (top portion only) for each seller. The seller should sign the form to indicate receipt of the change and tickets.

Change Funds

Before each event, a check should be written to establish the change fund. The check should be payable to a person (usually the ticket manager) and never to "cash". The person or ticket manager is then responsible for distributing the change between the sellers.

The change fund should always be deposited along with the event's proceeds. It should never be held after completion of the event.

Change fund and game proceeds should be recorded separately in Munis.

Settlement

The ticket manager should check in each seller at the completion of the sale by counting (in the seller's presence) the proceeds and tickets returned. This should be documented on the bottom half of the Ticket Seller's Report.

All proceeds from the event should be deposited immediately after completion. In no cases should collections from an event be held over night. The individual responsible for depositing the proceeds should have access to a night deposit bag and night drop key so that deposits can be made when the bank is closed. Note that all proceeds, including the change fund, are to be deposited.

Specialized Tickets

Should a club or organization choose to have separate tickets printed for an event, the tickets must be prenumbered. The tickets must be inventoried with the club ticket manager before any are sold. The tickets should then be accounted for as previously described.

Concession Stands at Events

A club or school-sponsored organization may operate a concession stand at an event, such as a dance; the accounting requirements of Section II.D.2 CONCESSION STANDS apply and should be followed.

2. Other Fundraising

All club or school-sponsored fund raising should have some type of final accounting at completion of the activity. For sales, this is done through the "Summary" form as discussed in ACCOUNTING FOR ONE-TIME PROJECT FUND RAISING: SALES. For events charging admission, the final accounting is accomplished through the prenumbered ticket inventory system and the "Ticket Seller's Report" as noted in DANCES AND OTHER EVENTS CHARGING ADMISSION. Also; as noted in this section, concession stands are accounted for on the "Concession Seller's Report". If a fundraiser does not fit either of these categories, some type of final accounting tailored to the individual activity should be designed. The final accounting should indicate, at a minimum, the organizations, a description of the activity, the dates held, the proceeds collected, monies owed by students, and why it could not be accounted for on the "Summary" form. The principal should review and sign the final accounting. Any documentation pertinent to it should be attached (invoices, list of monies owed, receipts turned in, etc.).

3. Retention of Records

The foregoing procedure will be used as a guide for the retention of out-dated financial records for the school activity funds:

1. Excluding current year, teacher receipt books should be retained for three (3) years.
2. Excluding current year, the following should be retained for five (5) years:
 - a) Bank statements
 - b) Canceled checks (when applicable)
 - c) Invoices
 - d) Batch Proof Summary deposits
 - e) Pre-numbered receipt books (backup purpose only)
3. All Financial statements will be held permanently by the Finance office.
4. After the required retention period, the records may be destroyed by burning, shredding, or by the use of a cutting machine. Principals should witness or have a responsible person witness the destroying of the obsolete records.

4. Audit of School Accounting Records

During each school year, an accountant from the Finance Department is assigned to audit the financial records of each school. The purpose of the internal audit is to assist the bookkeeper and principal in preparing accurate, adequate financial records that comply with all Board of Education policies and State laws.

By law, at the end of the school year, all accounting records of the school system, including the school funds, must be audited by a certified public accountant. Individual school records are audited on a test basis. The Beaufort County Board of Education selects the auditing firm.

All accounting records of each school must be closed out and in good order prior to the final independent audit. The accounting records are collected in a central location over the summer to facilitate the audits. Each year, the schools are informed by memorandum from the Finance Department of all year-end audit requirements.

The auditing firm, upon completion of the audits, issues their report to the Board of Education covering the financial statements of the school funds and expresses its opinion thereon.

Copies of the complete audit are furnished to the Finance Director of the State Department of Education, the Beaufort County Council, and others as required.

Random audits of school records may be performed by the Internal Auditor on a periodic basis.

5. Accounting Duties of the Bookkeeper

It is the responsibility of the bookkeeper to keep a complete record of all monies in his/her charge in such form and detail as may be prescribed by the Finance Office of the administrative unit, and to make such reports to the Superintendent and Finance Officer of the administrative unit as they or the Board of Education may prescribe.

Duties:

1. Receive all monies into Munis
2. Prepare receipts
3. Prepare deposits
4. Print Batch Proof Summary Report
5. Make deposits in the bank on a timely basis
6. Travel to the bank and post office
7. Participate in changing signature on checks (when banking responsibility is changed from one person to another)
8. Process invoices for payment
9. Write imprest checks during emergencies; and make a copy of written check to show as supporting document for replenishment.
10. Keep all books and accounting records required
11. Reconcile bank statement for imprest checking account.
12. Close out all accounting records as of the June 30 year-end, including year-end schedules and reports as required
13. Perform any and all other accounting responsibilities prescribed by the Finance Office
14. Perform any and all other accounting responsibilities required by the principal
15. Prepared forms in the policy and procedures manual must be used, no other forms are acceptable.
16. Ordering bank supplies for the Imprest and Student Activity account.

17. Request for a new account must state purpose in a formal written document.
18. Making sure the Athletic Directors has adequate supplies and a night drop key for making a deposit.

6. Absence of the Bookkeeper

The principal is responsible for the financial and bookkeeping affairs of the school in the absence of the bookkeeper. Such an absence could be due to illness, emergency, or a planned vacation. In any event, an alternative plan should be made so that when the bookkeeper is absent, either planned or unplanned, the school can continue to operate financially. The principal or someone designated by the principal should act as a back-up bookkeeper. The principal or designated individual should be familiar with the records such that, at a minimum, bank deposits can continue to be made daily, and checks written.

The bookkeeper's absence does not excuse the school from continuing to operate under the procedures described in this manual.

IV. Appendix A-Board of Education Policies and Regulations of Particular Interest to Schools

DRAFT OF POLICY FOR PROCEDURES GOVERNING PUPIL ACTIVITY FUNDS

The policies and procedures for the receipt and disbursement of all student activity fund monies are outlined below. These procedures are not intended to restrict student activities; however, these procedures are intended to provide safeguards over the student activities fund monies and to define responsibility for the receipt and disbursement of all student activity fund monies.

I. Authority for Student Activities

The principal must approve all student activities and projects.

The principal should submit for approval to insure compliance with the Board of Education's policy on School property rentals.

II. Responsibility for Receipt of Monies

The teacher/advisors will be responsible for the receipt of money from the students. A standardized school receipt must be issued for all monies received.

The bookkeeper will be the coordinator for all receipts from the teacher/advisors. The teacher/advisors will turn the monies collected over to the school bookkeeper who will reconcile the teacher/advisor receipts to the money turned in and issue a standardized school receipt for the monies received. If at this point the receipts issued by the teacher/advisor do not equal the monies given to the school bookkeeper, the teacher/advisor is responsible for the difference. The principal shall be notified immediately of any discrepancy.

The school bookkeeper is responsible for all monies received and should make all deposits into the District's master account. These deposits should be made daily or as practical not to exceed \$25.00 held at the school location overnight. These deposits should identify which receipts issued are included in the deposit.

III. Responsibility for Disbursement of Money

- (a) Disbursements made from the school imprest account

Each school will have a limit set by the district on the amount the school can issue a check.

The principal is the only person authorized to sign a check.

All disbursements should be documented by an original invoice and supporting data approved by the teacher advisor and the principal.

- (b) Disbursements made from District's master account

The principal is the only person that can authorize the issuance of a check from the District's master account.

All disbursements should be documented by an original invoice and supporting data approved by the teacher/advisor and the principal.

IV. Reporting

Once a month, a replenishment report must be submitted. This report will be the basis for reimbursing each school's imprest bank account. This report is subject to internal audit at any time.

All bank accounts are to be reconciled monthly and a copy forwarded to the District's Finance office.

Replenishment checks will be the only deposits permitted into the school's imprest account.

V. General

Each principal is encouraged to establish a committee consisting of the principal, the PTO president, the Booster Club president and other members to review the monthly reports. This would give the school an opportunity to inform the public as to what monies are being raised and how these monies are being spent.

V. Appendix B-Miscellaneous Receipt Processing

Go to Revenue/Billing

(B) Payment Processing

(A) Payment Entry

Click on Add a new data

See screen below

Write down the batch number

Check

-entry date

-receipt option

-effective date

Click OK – move to miscellaneous receipts window

The screenshot shows a software window titled "Payment Entry" with a menu bar (File, Edit, Tools, Help) and a toolbar. The main area contains the following fields:

Entry Date	06/22/2007
Clock	06:22
Receipt Option	0 - NO RECEIPTS
Department	252
Batch Number	595
Deposit Number	
Interest Effective Date	06/22/2007
Year/Period	2007 1 JUL
Receipt Number	
Number of Receipts	0
Amount Total	.00
Batch Released	

Below these fields is a section titled "Validation Options" with the following items:

- ☐ Auto Validate
- Bank Code: [dropdown menu]
- Bank Acct: [text field]

At the bottom left of the window, there is a label "Entry Date:".

Miscellaneous Receipts

Click add new data

Loc/dept = school/dept #

Customer# - not required

Enter paid by information in all caps

Parcel = parent of student or teacher's name

Enter charge code

Then amount

Click OK twice

System Receipts Financial System

File Edit Tools Help

Payment Details

Receipt: 3113187
Loc/Dept: 92-BCHS
Customer: 0
Paid By: DOE JOHN
Parcel:

Charge Details

Charge Code: 495092 ATHLETIC DIRECTOR
Quantity:
Price:
Charge Amount: 100.00
Cash Account: 110800 CASH

G/L Payment Allocation

Seq	Seq	File	Seq	Seq	Seq	Seq	Seq
1	7524050	41999	OTH LOCAL				100.00

Total Allocated: 0.00

Totals

Customer Total:
Charge Amount: 100.00
Sales Tax Amt: .00
Total Amount: 100.00

Cash Account Dep.

Page 2 Sec 1 22 At 2.1 Ln 7 Col 1

Apply Payment Method

Last receipt for customer Y/N

Pmt Method= 1.Check

2. Cash

9. Multiple/combo of cash and checks

Click OK

You're done – are ready to enter the next receipt

Payment Method dialog box fields:

- Last Receipt for Cust? ☒
- Payment Method: 1-CHECK
- Check/Reference #
- Add Payment Ref
- Receipt Option: 0-NO RECEIPTS
- Indv. Receipt Format
- Printer
- Print GL accounts? ☒
- Validate? ☒
- Effective Date: 01/02/2006
- Total this Receipt
- Total for Customer
- Reference
- Paid by Customer #
- Paid by Reference: DOE, JOHN
- Total Remitted: 100.00
- Change Due
- Correct? ☒
- Print the customer total (Y/N)

*When multiple checks list check number for each along with the last name on the check and make copies of all checks being deposited.

When using 9-multiple combo of cash and checks

Screen: Finance: Finance: Revenue/Billing: Cash: bsp

File Edit Tools Help

✓ X [9] (M-F 10:00-11)

Method	Qty	Check/Ref#	Cust#	AddPaymentRef	Amount
CASH		1 1100		DOE	50.00
CHECK		1 1102		DOE	25.00
CASH					25.00

Page 1 Sec 1 10:00 AM 10/1/01

TO OUTPUT RELEASE A PAYMENT BATCH

Done as part of daily balancing and deposits to bank:

1. Go to batch screen
2. Look up batch # - which you wrote down!
3. Select batch by line number
4. "S" for settlement - this shows a break down of cash and checks for balancing the drawer
5. "E" Exit back to Batch Screen
6. "O" Output/release - this prints a detail transaction register and then releases the batch
7. Take screen defaults and click "OK"
8. "P" print
9. Click "OK" 2 times
10. "Release this batch Y/N"
11. Change batch deposit number or click "OK" to continue
12. Batch released "OK"

This batch is now closed to further payments. If you need to resume this batch to add more payments Hit "Output/Release" again to change status to "Not released. This will allow you to resume your batch.

Also on the batch screen is **"DEPOSIT REPORT"**

This is a listing of all checks for the batch with check number, name and amount plus a total for all check to be printed and enclosed with your deposit slip as proof.



**BEAUFORT COUNTY SCHOOL DISTRICT
STUDENT ACTIVITY
CHARGE CODES**

1020	ACADEMIC CHALLENGE
1035	ART
1040	ARTS FESTIVAL
1050	BUSINESS EDUCATION
1060	CADET TEACHERS
1070	CERAMIC
1080	CHOIR
1100	CHORUS
1130	COMPUTER
1150	DIGITAL ART
1160	DRAMA
1165	DRAWING
1170	EARLY MORNING COMPUTER CARE
1180	ECONOMICS
1200	ELEMENTARY/PRIMARY INSTRUCTION
1230	ENGLISH
1250	INSTRUCTIONAL FLIGHT SCHOOL
1260	FOREIGN LANGUAGE
1300	GIFTED AND TALENTED
1307	GUIDANCE
1315	HISTORY
1330	HOME ECONOMICS
1360	INDUSTRIAL ARTS
1370	KAPLAN SAT REVIEW
1380	LITERACY
1400	MATH TEAM
1430	MATHEMATICS
1500	MEDIA CENTER
1525	MURALS ART
1528	PAINTING
1530	PHOTOGRAPHY
1540	PRE-VOCATIONAL
1570	ROTC
1575	ROTC FUNDRAISING
1600	SCIENCE
1610	SCULPTURE
1640	SOCIAL STUDIES
1660	ONLINE STUDIES
1680	SPECIAL EDUCATION
1700	TV PRODUCTION
1720	TYPING

2050	ANNUAL
2075	ATHLETIC BOOSTER
2100	BAND
2125	BAND BOOSTERS
2175	BEAUTY PAGEANT
2185	CAREERS
2200	COASTAL ECOLOGY
2225	DOWNTOWN PROJECT
2275	EAGLE PRIDE/PEPSI
2300	FIELD TRIPS
2301	FIELD TRIPS
2350	FINE ARTS
2400	FUNDRAISERS
2450	GRADUATION
2475	GRAD NIGHT.
2480	GREENHOUSE
2500	HOMECOMING
2550	I.D.'S
2575	LIFE SKILLS
2598	PROM
2600	LOCKS/LOCKERS
2650	MAY DAY
2675	MUSIC
2680	NATIONAL FORENSIC LEAGUE
2700	PARKING PERMITS
2715	PRINT SHOP
2725	PROM
2740	RECYCLING ACCOUNT
2745	RENAISSANCE
2750	SCHOOL NEWSPAPER
2775	SCHOOL PICTURES
2800	SCHOOL STORE
2825	SEAHAWK READERS THEATRE GUILD
2845	GIFTED AND TALENTED SCH STORE
2848	SPECIAL EDUCATION SCHOOL STORE
2850	SPORTS MARKETING & MANAGEMENT
2851	SPORTS MARKETING & MGMT
2860	SPORTS WEAR
2870	STRINGS INSTRUMENTS
2880	THEATRE PRODUCTION
2900	VENDING MACHINES
2925	VOLUNTEERS IN PUBLIC SCHOOLS

3010 MEN & WOMEN ALTERNATIVE CLUB
 3011 ARTS FESTIVAL
 3015 AUDIO VISUAL CLUB
 3030 BETA CLUB
 3060 BLACK HISTORY CLUB
 3070 BLUFFTON SCHOOLS CHILD DEV CNT
 3090 BOOK CLUB
 3120 BUSINESS CLUB
 3150 CHESS CLUB
 3180 COASTAL ECOLOGY CLUB
 3210 COMPUTER CLUB
 3240 CLOSE UP CLUB
 3260 D.E.C.A.
 3270 EMPHASIS CLUB
 3280 EQUESTRIAN CLUB
 3300 FBLA CLUB
 3330 DANCE CLUB
 3340 SEVENTH GRADE CLUB
 3350 EIGHTH GRADE CLUB
 3360 ENVIRONMENTAL CLUB
 3375 FASHION CLUB
 3380 FCCLA
 3390 FELLOWSHIP OF CHRIST ATH CLUB
 3400 FIFTH GRADE CLUB
 3405 FOURTH GRADE CLUB
 3410 FOUR-H-CLUB
 3420 FRENCH CLUB
 3425 FRENCH HONOR SOCIETY
 3430 FRESHMAN CLUB
 3432 FUNSHINE CREW CLUB
 3433 FUTURE EDUCATORS OF AMERICA CL
 3435 FUTURE HOMEMAKERS OF AMERICA C
 3439 IMAGE CLUB
 3444 INDUSTRIAL ARTS CLUB
 3450 INTERNATIONAL CLUB
 3480 INTERACT CLUB
 3500 JUNIOR CLUB
 3505 ORCHESTRA
 3506 ORCHESTRA-OES
 3510 JUST SAY NO CLUB
 3525 KARATE CLUB
 3540 KEY CLUB
 3570 JR. ACADEMY OF SCIENCE CLUB
 3600 JR. CIVITAN CLUB
 3630 LATIN CLUB
 3635 LEADERSHIP CLUB

3640	LITERACY CLUB
3648	MODELING CLUB
3649	MODEL UNITED NATIONS CLUB
3650	MU ALPHA THETA CLUB
3660	NATIONAL HONOR SOCIETY CLUB
3665	TECHNICAL HONOR SOCIETY
3670	NO LIMIT CLUB
3690	PEP CLUB
3720	PHYSICAL EDUCATION CLUB
3735	RECYCLING CLUB
3750	STUDENTS AGAINST DRUNKEN DRV CLU
3775	STUDENTS AGNST VIOLENCE EVR CL
3780	SCASA CONVENTION CLUB
3805	SENIOR CLUB
3810	SENIOR TRIP
3811	SENIOR TRIP CLUB II
3815	SEVENTH GRADE CLUB
3820	SIXTH GRADE CLUB
3826	SOPHOMORE CLUB
3830	SPANISH CLUB
3840	SPANISH HONOR SOCIETY
3845	SPECIAL ED T-SHIRT CLUB
3850	STEP CLUB
3860	STUDENT COUNCIL CLUB
3870	SURF CLUB
3890	TEAM ACADEMIC CLUB
3910	TEEN INSTITUTE CLUB
3912	TEEN OUTREACH CLUB
3920	TRI-M MUSIC HONOR SOCIETY CLUB
3925	VARSITY ATHLETIC CLUB
3990	ZONTA CLUB

4050	ATHLETIC DIRECTOR
4100	ATHLETIC JACKETS
4130	ATHLETIC PROGRAMS
4140	ATHLETIC TRAINING
4150	ATHLETIC TRANSPORTATION
4200	BASEBALL-VARSITY
4205	BASEBALL-JR. VARSITY
4245	BASKETBALL CAMP
4250	BASKETBALL-VARSITY BOYS
4252	BASKETBALL - VARSITY GIRLS
4255	BASKETBALL-JR. VARSITY
4300	CHEERLEADERS-VARSITY
4305	CHEERLEADERS-JR. VARSITY
4330	CONCESSIONS
4340	CREW
4350	CROSS COUNTRY
4351	CROSS COUNTRY
4400	FOOTBALL-VARSITY
4405	FOOTBALL-JR. VARSITY
4450	GOLF-BOYS
4455	GOLF-GIRLS
4460	HOCKEY/LACROSSE GIRLS
4465	HOCKY/LACROSSE BOYS
4470	LOWCOUNTRY LEAGUE
4480	PHYSICAL EDUCATION
4490	REGION 8AAA
4500	SOCCER-BOYS
4505	SOCCER-GIRLS
4545	SOFTBALL-JR. VARSITY
4550	SOFTBALL-VARSITY
4565	STEP
4575	SWIMMING
4600	TENNIS-BOYS
4605	TENNIS-GIRLS
4650	TRACK-GIRLS
4655	TRACK - BOYS
4700	TRIPLE A CONFERENCE
4750	VOLLEYBALL
4800	WRESTLING
4801	WRESTLING-HEMMS

5025	AFTERCARE ENRICHMENT
5050	CHILD DEVELOPMENT CENTER
5060	BLUFFTON CHILD DEVELOPMENT CTR
5075	CONTRACTED SERVICES
5080	PAC RENTALS
5081	SOUND TECH
5100	CONTRIBUTIONS AND DONATIONS
5150	RELIEF FUND DRIVE
5175	DESTINATION IMAGINATION
5195	FACES PROGRAM
5200	FACULTY FUND
5300	GENERAL FUND
5400	GRANTS
5401	GRANTS-BHS
5450	HEALTH CLINIC
5470	INCENTIVE PROGRAM
5500	INTEREST INCOME
5525	INTERSESSION
5540	INVESTMENT/CD'S
5550	KINDERGARTEN
5560	PEPSI TECHNOLOGY IMPROVEMENT
5570	PTSO
5575	READING
5580	RENTALS
5581	RENTALS II
5585	RISE AND SHINE PROGRAM
5600	SCHOLARSHIPS
5610	SCHOOL LUNCH
5625	SCHOOL TO WORK
5630	SOCIAL COMMITTEE
5650	STAFF DEVELOPMENT
5675	STRICE TO EXCEL
5700	SUMMER SCHOOL
5775	TESTING
5800	TEXTBOOKS LOST & DAMAGED
5850	COLLEGE TEXTBOOKS
5900	21ST CENTURY COMM LEARN CNTR

Instructions for Creating a Student Activities Report

1. Begin with the 6/30/06 balances provided by Linda Blackman.
Example: 4050 Athletic Directors \$15,592.57

To run a YTD Budget Report on all of your Student Activities Revenues accounts:

Dept

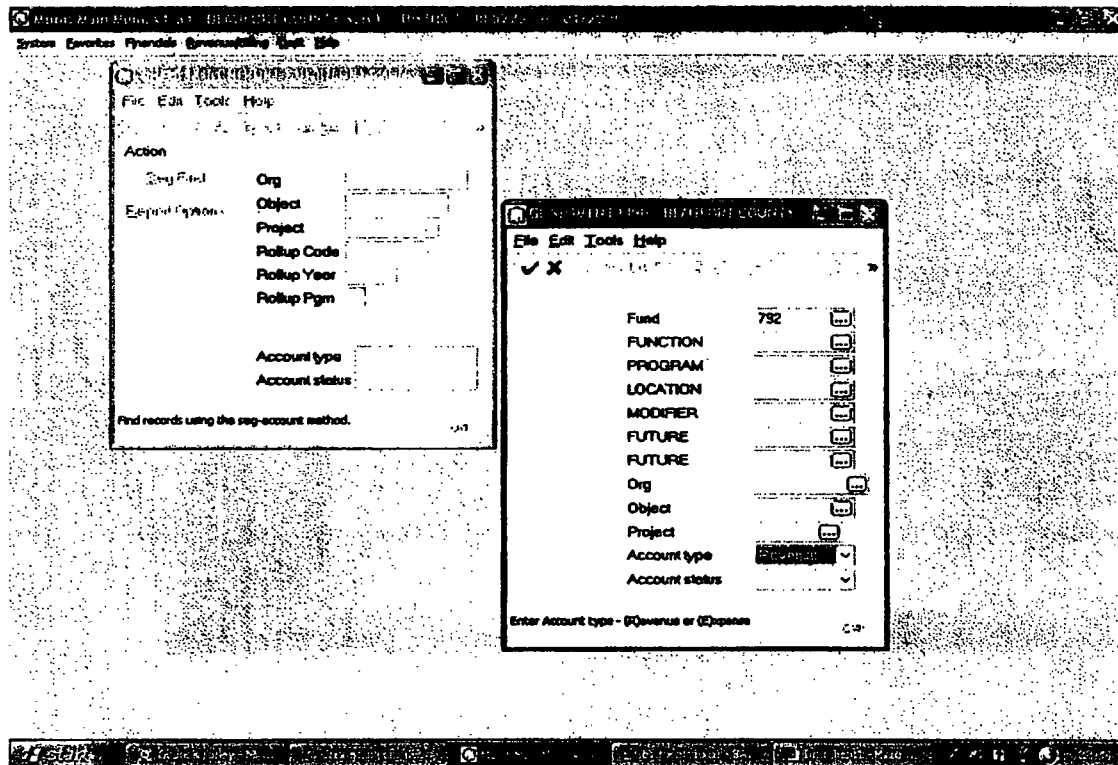
B. YTD Budget Report

Seg-Find

In the "Fund" field, enter a 7 and your 2-digit location code.

In the "Account Type" field, enter "R" for revenues.

Click OK.



Report Options

1st screen is print option

Use period of the most recently completed month

System Generated Report: YTD Budget Report

File Edit Tools Help

Sequence 1: Total: ☐ Page: ☐

Sequence 2:

Sequence 3:

Sequence 4:

Report title: YTD BUDGET REPORT FOR THE PERIOD ENDED 06/30/05

Print Options: ☐ Additional Options: ☐

Include only accounts that used: ☐ % or greater of budget

Include only: ☐

Account description:

Print full GL account: ☐

Format type:

Double space: ☐

Suppress zero bal codes: ☐

Year/period: 2005 / 13

Print YTD version: ☐

Print inception to day: ☐

Print projects to object: ☐

Only forward: ☐

Field number of the sequence level: 1

2nd screen is additional option

System Generated Report: YTD Budget Report

File Edit Tools Help

Sequence 1: 84-LOCATION Total: ☐ Page: ☐

Sequence 2:

Sequence 3:

Sequence 4:

Report title: YTD BUDGET REPORT FOR THE PERIOD ENDED 06/30/05

Print Options: ☐ Additional Options: ☐

Include inception amounts: ☐

Print Revenue/Version headings: ☐

Print revenue as credit: ☐

Print revenue budgets as zero: ☐

Include fund balance: ☐

Horizontal budget setup: ☐

Print journal detail: ☐

Include budget entries: ☐

Include account/eq entries: ☐

Print option: ☐

Detail format option: ☐

Include additional JE comments: ☐

Journal entries: ☐

Standard format: ☐

From year: 2005 1

To year: 2005 13

Check to include inception amounts with encumbrances: ☐

Click OK

File exit

File Output

Print

This will give you a YTD budget report of all revenues in your Student Activities accounts.

2. To run a YTD Budget Report on all of your Student Activities Expenditures accounts:

Dept

B. YTD Budget Report

Seg-Find

In the "Fund" field, enter a 7 and your 2-digit location code.

In the "Account Type" field, enter "E" for expenditures.

Click OK.

The screenshot shows a software window titled "STUDENT ACTIVITY BUDGET REPORT" with a menu bar (File, Edit, Tools, Help) and a toolbar. The form contains the following fields:

Fund	792	[...]
FUNCTION		[...]
PROGRAM		[...]
LOCATION		[...]
MODIFIER		[...]
FUTURE		[...]
FUTURE		[...]
Org		[...]
Object		[...]
Project		[...]
Account type	E	[...]
Account status		[...]

Enter Account type - (R)venue or (E)xpense

Report Options

1st screen is print option

System Developer: [Name] Date: [Date]

File Edit Tools Help

Sequence 1: [Field #] Total: [] Page Break: []

Sequence 2: []

Sequence 3: []

Sequence 4: []

Report title: YTD BUDGET REPORT FOR THE PERSON ENDED 01/20/00

Print Options: [] Additional Options: []

Include only accounts that meet: [] \$ or greater of budget

Totals only: []

Account description: [Short]

Print full GL account: []

Format type: [Standard format]

Double space: []

Suppress zero bal code: []

Yessorted: []

Print MTD version: []

Int inception to day: []

Roll projects to object: []

Copy forward: [Totals (DAAP)]

Field number of the sequence level: []

2nd screen is additional option

System Developer: [Name] Date: [Date]

File Edit Tools Help

Sequence 1: [Field #] Total: [] Page Break: []

Sequence 2: []

Sequence 3: []

Sequence 4: []

Report title: YTD BUDGET REPORT FOR THE PERSON ENDED 01/20/00

Print Options: [] Additional Options: []

Include regulation amounts: []

Print Revenue-Venue headings: []

Print revenue on credit: []

Print revenue budget as zero: []

Include fund balance: []

Sort fund budget rollup: []

Print journal detail: []

Include budget entries: []

Include encumbrance entries: []

Sort option: []

Detail format option: []

Include additional JE comments: []

From year: 2000, 1

To year: 2000, 13

Click to include regulation amounts with encumbrance

Click OK
File exit
File Output
Print

This will give you a YTD budget report of all expenditures in your Student Activities account.

Instructions for Creating a Student Activities Report

1. Begin with the 6/30/06 balances provided by Linda Blackman.

Example: 4050 Athletic Directors \$15,592.57

2. In Munis, go to Dept

A. G/L Account Inquiry

Seg-Find

In the "Fund" field, key in 7 __ (fill in your school's 2-digit location code behind the 7)

In the "Modifier" field, key in the 4 digit modifier code which you need.

Go down to the "Account Type" field and key in the letter E (for expenditure).

Click OK

Munis - G/L Account Inquiry - Seg-Find

System Favorites Accounts Dept Help

File Edit Tools Help

Fund 792

FUNCTION

PROGRAM

LOCATION

MODIFIER 4050

FUTURE

FUTURE

Object

Project

Account type E

Account status

Percent Used

Fiscal Year 2005

Fiscal Year 2006

Fiscal Year 2007

Enter Account type - (R)venue or (E)xpense

Hit T for Total here and Munis will total all of the objects mentioned above.
 Under the column titled "Fiscal Year 2006" in the Actual (memo) row, the balance will be displayed. Exhibit "B" below. Write down this balance. This is your year-to-date balance of expenditures in this modifier account since 6/30/06

Exit

2_yetm Favorites Finance & Accounting Dept Help

File Edit Tools Help

Action Fund Acct
 Org AcctName
 Object Type Status End Group
 Project Multi Fund

3 Year Comparison

YrPer 2006/13	Fiscal Year 2006	Fiscal Year 2005	Fiscal Year 2007
Original Budget	00	00	00
Transfers In	00 B	00 B	
Transfers Out	00 E	00 B	
Revised Budget	00	00	00
Actual (Memo)	85,604.78	67,168.04 B	00 B
Encumbrances	00	00 B	00 B
Requisitions	00		00 B
Inceptn To Date	280,457.77		
Available	-280,457.77	-67,168.04	00
Percent used	00	00	00

1 6 of 6 1 (1)

Display detail information for current account.
 TOTALS... Edit/Cancel returns to active set.

CA

3. To find the Revenues:

Seg-Find

In the Fund field, enter 7 and your 2-digit location code.

In the Modifier field, enter the 4-digit modifier code you are inquiring on.

In the Account Type field, enter an "R" for revenue.

Click OK

The screenshot shows a window titled "Seg-Find" with a menu bar (File, Edit, Tools, Help) and a toolbar. The dialog box contains the following fields and controls:

- Fund:** A text field containing "792".
- FUNCTION:** A text field.
- PROGRAM:** A text field.
- LOCATION:** A text field.
- MODIFIER:** A text field containing "4880".
- FUTURE:** A text field.
- FUTURE:** A text field.
- Object:** A text field.
- Project:** A text field.
- Account type:** A dropdown menu with "Revenue" selected.
- Account status:** A dropdown menu.
- Percent Used:** A text field.
- Fiscal Year 2005:** A text field.
- Fiscal Year 2006:** A text field.
- Fiscal Year 2007:** A text field.

At the bottom of the dialog box, there is a label "Enter account segment code" and a small "OK" button.

This should only bring in one record (lof 1 at the bottom of the screen). Under the column titled "Fiscal Year 2006" in the Actual (memo) row, the balance will be displayed. Write down this balance. This is your year-to-date balance of revenues in this modifier account since 6/30/06

Exit

System Favorites Financials Reversing Dept Help

File Edit Tools Help

11/01/06 11:11 AM 13 [r x] G. A.

Action Fund 792 BCHS Acct 792-000-000-82-4050-00-00-41989

Detail Org 7924050 ATHOR AcctName REVENUE FROM OTHER LOCAL

Months Object 41989 OTH LOCAL Type Revenue Status Active Bud Group

LS971 Project

Multifund

Totals

Current Year	3 Year Comparison	History
Yr/Per 2006/13	Fiscal Year 2006	Fiscal Year 2005 Fiscal Year 2007
Original Budget	00	00 00
Transfers In	00	00 00
Transfers Out	00 @	00 @
Revised Budget	00	00 00
Actual (Memo)	-84,86225	-7502873 00
Encumbrances	00	00 00
Requisitions	00	00 00
Inception To Date	-250484 04	7502873 00
Percent used	00	00 00

1 of 1 ICDC81001D

Rtd records using the sage account method.

DVR

This will give you all transfers in that modifier account since 6/30/06. The balance will be in the FY06 column, in the Actual (memo) row. Write down this balance.

Wood Main Project 24 Fiscal Year 2006/07 Budget 15/2/25 06/01/2006

System Favorites Favorites Revenue/Billing Budget Help

File Edit Tools Help

Action Fund 792 BCHS Acct 792-000-000-02-0000-00-00-294050-
 Detail Org 792 BCHS Acct Name DT/OF ATHLETIC DIRECTOR
 Months Object 294050 DT/OFATHL Type Balance Sheet Status Active Bud Group
 Seg Find Project 1446 Fund
 Totals

Current Year	3 Year Comparison	History
	Fiscal Year 2006	Fiscal Year 2005
YrPer 2006/13		
Original Budget	.00	.00
Transfers In	.00	.00
Transfers Out	.00	.00
Revised Budget	.00	.00
Actual (Memo)	750.00	-2,715.00
Encumbrances	.00	.00
Requisitions	.00	.00
Inceptn To Date	750.00	
Available	.00	.00
Percent used	.00	.00

1 of 1

Find records using the seg-account method.

To get the balance you need, you will need to do the following:

Take the 06/30/06 balance provided to you. Example: \$15,592.57

Add Negative Revenues 40,349.50

Subtract Positive Expenditures (26,070.58)

Add Negative Transfers 2,335.01

Subtract Positive Transfers --

This will give you the balance as of today \$32,206.50

NOTES

RECEIVED

SUMMARY OF INTERNAL REVIEW OF FINANCIAL POLICIES AND PROCEDURES

JAN 07 2012

McCracken Middle School

Phyllis White, Chief Operational Services Officer

December 21, 2012

BEAUFORT COUNTY SCHOOLS
OFFICE OF HUMAN RESOURCES

Background information:

The Finance Department has established policies and procedures regarding Student Activities that have been documented in a Student Activities Policies and Procedures Manual (Manual) since 2006. All school bookkeepers are trained annually on these policies and procedures and principals are provided information on financial policies and procedures at their summer retreats. Section and page numbers referenced throughout this document relate to this Manual.

Student Activities monies are defined as follows:

"All monies raised with the approval of the Governing Board of a school district by the efforts of students in pursuance of or in connection with all activities of student organizations, clubs, school plays or other student entertainment are student activities monies". (p.6)

Student Activities monies must be accounted for separately from district operating funds.

The financial procedures in question at McCracken Middle were directly related to the Student Council Club. Student Council Club is a valid Student Activities account with the assigned charge code of "3860". All monies related to this club should be deposited through the school bookkeeper into the District managed account and all disbursements should be handled through the District managed account.

Internal Review Steps Taken:

- Reviewed contents of lock box removed from Mr. Shaw's office
- Reviewed investigation report compiled by Chris Barrow
- Analyzed student activities accounts in financial software (Munis)
- Site visit to McCracken Middle School – 11/29/12
- Interviewed Joe Warfield, McCracken Assistant Principal – 11/29/12
- Interviewed Barbara Williams, McCracken Bookkeeper - 11/29/12
- Reviewed evidence containing bank documents obtained through Bluffton Police Department relating to the unauthorized account at SCB&T
- Reviewed Student Council financial records provided by Sonya Merrick to Alice Walton
- Interviewed Dawn Sumner (current teacher and former Student Council sponsor)- 12/12/12
- Interviewed Sonya Merrick (current teacher and current Student Council sponsor) - 12/12/12
- Interviewed Phillip Shaw on two occasions – 11/28/12 and 12/14/12

COMPLAINANT'S
EXHIBIT

42

Observations:

Based on the evidence reviewed and testimony received, the following observations are hereby provided:

- Student council sponsors were directed by Mr. Shaw and Ms. Gibbo to by-pass the bookkeeper when it related to student council funds (testimony provided by staff).
- Student Council receipts were split between bookkeeper (Ms. Williams) and the Office Manager (Ms. Gibbo) (evidence from review of documentation).
- Ms. Gibbo (Office Manager) handled the Student Council transactions (testimony from staff members and evidence on hand). She received cash without providing receipts, she stored cash in her office without making daily deposits, she provided reimbursement for expenses using cash, and she provided cash for purchases.
- Lockbox contained in principal's office was the property of the Office Manager (Ms. Gibbo). Over \$600 cash was found in said lockbox (testimony by principal).

Policy Violation Findings:

1. ***Cash receipts were being accepted and not receipted through the bookkeeper. (Section I.B.3, p. 12 – Middle and High school teachers are not permitted to collect monies from students. All Middle/High school students must be receipted by the school bookkeeper.)***

Sponsors of student council (teachers) were accepting cash and turning it over to the Office Manager (Ms. Gibbo). According to testimony from staff and evidence found on hand, cash was being collected by the Office Manager (Ms. Gibbo) for Student Council fundraising.

2. ***Reimbursements for expenses were made from undeposited cash receipts. (Section I.B.6, p. 15 and Section I.C, p. 20 – Under no circumstances should purchases be made or invoices paid from undeposited cash receipts.)***

According to testimony from staff and evidence found on hand, staff members were reimbursed for purchases with cash on hand. In addition, cash was provided in advance for purchases.

3. ***Cash in excess of \$600 was kept in the school overnight. (Section I.B.6, p. 16 and Section I.B.8, p. 19 – Under no circumstances shall funds totaling over \$25.00 be left in the school overnight.)***

Testimony from staff that envelopes of cash were kept in a filing cabinet located in the Ms. Gibbo's office. In addition, over \$600 was found by Chris Barrow in the lockbox located in Mr. Shaw's office. According to staff testimony, the principal stated that the money in the lockbox belonged to Student Council.

4. ***Internal controls relating to cash receipts were violated. (Section I.B.8, p. 19)***

Cash received by teachers and Ms. Gibbo was not receipted or recorded in any fashion.

5. ***Disbursements were made outside of the Concentration Account and Imprest Accounts. (Section I.C, p. 20)***

Testimony from staff demonstrates that disbursements were reimbursed using cash. In addition, a disbursement was made from a dormant PTO account.

6. *Payments for goods and services were made in cash. (Section I.B.6, p. 15 and Section I.C.2, p. 20)*

Evidence on hand demonstrates that reimbursements in the amount of at least \$4,336.04 were made with cash during calendar year 2012.

7. *Documentation and authorization for reimbursements were non-existent. (Section I.C.4, p. 22)*

As noted in item 6 above, reimbursements were made without any authorization from the principal or any supporting documentation for the expense other than the receipt.

8. *Use of an unauthorized checking account for Student Activity purposes. (Section I.E, p. 31)*

A bank statement was found with Student Council financial records. This bank account was in the name of "H.E. McCracken Middle School" with an address of 10 Stonehedge Way, Bluffton, SC 29910. After contacting the bookkeeper, she was not familiar with this account and after questioning the principal, he was not either. It was not labeled "PTO" in any way; therefore, was considered an authorized bank account. The bank was contacted and refused to release any information because no one at the District Office had signature authority. They required a police report to release any information on the account. We explained to the principal that if he was able to produce any information on the account, we would file a police report. The principal also stated that there was not an active PTO at the school. This was confirmed by several staff members. There was evidence there was current activity based on the bank statement in our possession; therefore, to protect the assets of the school, a police report was filed. The address listed on the account was that of the Office Manager (Ms. Gibbo) and police obtained the check book and some other financial records from Ms. Gibbo. Ms. Gibbo stated that it was a PTO account. Transactions indicate that money from Student Council was co-mingled in this account as far back as February of 2011. According to the bank records, the account was established in 1999.

A deposit was made into the so-called PTO account established at SCB&T sometime between November 1, 2011 and February 1, 2012 in the amount of approximately \$1,500. The deposit was not recorded in the checkbook and undocumented. A check was then written on 4/29/12 from that account without any supporting documentation in the amount of \$1,288 made payable to McCracken. It was also unrecorded in the checkbook and undocumented. The check was for a Student Council field trip to Carowinds and given to the bookkeeper to deposit into the Student Council account to pay for transportation for the trip. It was at this time the bookkeeper became aware of this account and brought it to the attention of the principal. No action was taken.

9. *Fundraising by a school club was not recorded in compliance with Manual. (Section II.C.1 – All school-wide fundraising should be recorded in the proper account).*

Testimony by staff members and the principal confirmed there was fundraising by the Student Council and proceeds from such were not recorded appropriately.

10. Gifts to teachers were provided using Student Activity Funds. (Section II.E.3, p. 60 – The school, as a component of the Beaufort County School District, cannot give fits to employees.)

Evidence of receipts demonstrated that gift cards were purchased with Student Council funds and distributed to teachers. Several staff members confirmed that they were reimbursed with cash for the purchase of the gift cards.

Conclusion:

While there was significant evidence through testimony and documentation that District financial policies and procedures were violated, it is inconclusive whether or not any theft occurred. All transactions occurred with cash and no documentation can demonstrate how much cash was collected over the past several years. The evidence of amounts of cash can be based on the receipts found in the financial records of Student Council. The receipts demonstrate reimbursements amounts expended from Student Council funds. Had these expenses been reimbursed through the bookkeeper, these receipts would have been turned in as supporting documentation. Therefore, it is assumed cash was used to reimburse or pay for the purchased items. These receipts total as follows:

<u>Calendar Year</u>	<u>Amount</u>
2010	1,304.84
2011	7,587.00
2012	4,336.04

Actions Taken:

1. Ms. Williams stated that she had reported her concerns regarding the non-compliant activity to a member in the Finance Department as well as at several bookkeeper meetings. We have no documented evidence regarding these reports. However, the following corrective actions have been taken to prevent this from reoccurring:
 - a. The Financial Services Officer was informed that any reports by bookkeepers or other staff members at a school regarding noncompliant activity should be considered and must be investigated immediately.
 - b. The Financial Services Officer called a meeting of the Finance Department to inform members of the same and that any suspicious reports should be brought to her attention.
 - c. Specific counseling was provided to the person who oversees Student Activities.
2. Staff members interviewed stated they were unaware that all deposits needed to go through the bookkeeper. During interview with the Assistant Principal (Joe Warfield), it was emphasized that these policies must be complied with. An e-mail was distributed by him to all staff that afternoon.

AGENCY: LD
SC0070200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER

201200003003

NCIC

INC. ENTO.

E V E N T	INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM				
	1. N21 -SUSPICIOUS ACTIVITY				☒ YES ☐ NO	☐ YES ☐ NO	53		☐ Individual ☐ Business ☐ Financial Inst. ☒ Government ☐ Rellig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.				
	2.				☐ YES ☐ NO	☐ YES ☐ NO							
	3.				☐ YES ☐ NO	☐ YES ☐ NO							
V I C T I M	INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)							ZIP CODE	WEAPON TYPE				
	250 HE MCCracken CIRCLE, HE MCCracken MIDDLE SCHOOL, BLUFFTON SC							29910					
	INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DIRP DATE	DISPATCH DATE/TIME 24 HR. CLOCK	TIME ARRIVED	DEPART. TIME				
	11/27/2012	0800		11/27/2012	0830	11/30/2012	0900	0900	0945				
# 1	COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT			RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE
	BARROW, CHRISTOPHER ROBERT			AQ			☒ YES ☐ NO	W	M	54	N	(843) 322-0779 H	(843) 332-2800 B
	ADDRESS			CITY			STATE	ZIP CODE	LOCATION NO.				
	1300 KING ST			BEAUFORT			SC	29901	6104				
# 1	VICTIM'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT			RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE
	H.E. MCCracken MIDDLE						☒ YES ☐ NO	U	U	00	U	(843) 706-8700 H	
	ADDRESS			CITY			STATE	ZIP CODE	LOCATION NO.				
	250 HE MCCracken CR			BLUFFTON			SC	29910	6104				
S U B J E C T	VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -												
	VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.												
	☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED J - This Jurisdiction S - State O - Out of State U - Unknown												
	SUBJECT NAME (LAST, FIRST, MIDDLE)												
# 1	PERSON, UNKNOWN/UNTRACKED												
	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.												
	ADDRESS												
	CITY												
N A R R A T I V E	SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK. ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO DATE/TIME OF OFFENSE DATE/TIME OF ARREST												
	DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE: TOTAL # ARRESTED 0 11/27/2012 0800												
	Offenses:												
	SUSPICIOUS ACTIVITY												
Synopsis: On Friday, November 30, 2012, I met with Chris Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. Upon meeting with Chris Barrow the following information was obtained.													

COMPLAINANT'S
EXHIBIT

43

P R O P E R T Y				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
TYPE (GROUP)								TOTAL VALUE			
Burned											
Count./Forged											
Dest./Damaged											
Recovered											
Seized											
Stolen											
Unknown											
SUBJECT IDENTIFIED ☐ YES ☒ NO				SUBJECT LOCATED ☐ YES ☒ NO				☒ ACTIVE ☐ ADM. CLOSED			
								☐ UNFOUNDED			
								☐ ARRESTED UNDER 18			
								☐ ARRESTED 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY											
REPORTING OFFICER(S)				DATE				UNIT NUMBER			
LT. J. BABKIEWICZ				11/30/2012				B9709			
APPROVING OFFICER				DATE				UNIT NUMBER			
Babkiewicz - JL				11/20/12				1570A			

AGENCY I.D.
SC0070200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER

(2)

2,0,1,2,0,0,0,3,0,0,3

NCIC

INQ. ENTD.

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM	
1. N21 -SUSPICIOUS ACTIVITY				☒ YES ☐ NO	☐ YES ☐ NO	53		☐ Individual ☐ Business ☐ Financial Inst. ☒ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.	
2.				☐ YES ☐ NO	☐ YES ☐ NO				
3.				☐ YES ☐ NO	☐ YES ☐ NO				
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)						ZIP CODE	WEAPON TYPE		
250 HE MCCrackEN CIRCLE, HE MCCrackEN MIDDLE SCHOOL, BLUFFTON SC						29910			
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO		
11/27/2012	0800		11/27/2012	0830	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME	
					11/30/2012	0900	0900	0945	6104
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
BARROW, CHRISTOPHER ROBERT				AQ		☒ YES ☐ NO	W	M	54
ADDRESS				CITY		STATE	ZIP CODE	LOCATION NO.	
1300 KING ST				BEAUFORT		SC	29901	8104	
VICTIM'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
H.E. MCCrackEN MIDDLE						☒ YES ☐ NO	U	U	00
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.					
ADDRESS				CITY		STATE	ZIP CODE	LOCATION NO.	
250 HE MCCrackEN CR				BLUFFTON		SC	29910	8104	
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -									
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.									
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPL. ASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED ☐ J - This Jurisdiction S - State O - Out of State U - Unknown									
SUBJECT		SUBJECT NAME (LAST, FIRST, MIDDLE)				RACE	SEX	AGE	ETH.
☐ SUSPECT		PERSON, UNKNOWN/UNTRACKED				U	U	00	U
☐ RUNAWAY		FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.							
☐ WANTED									
☐ WARRANT		ADDRESS				CITY	STATE	ZIP CODE	LOCATION NO.
☐ ARREST									
☐ JAIL		SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.				ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO		DATE/TIME OF OFFENSE	
☐ SUMMONS		DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:				TOTAL # ARRESTED 0		DATE/TIME OF ARREST	
						11/27/2012		0800	

Offenses:
SUSPICIOUS ACTIVITY

Synopsis: On Friday, November 30, 2012, I met with Chris Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. Upon meeting with Chris Barrow the following information was obtained.

ORIGINAL

P TYPE (GROUP)				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
Burned								TOTAL VALUE			
Count/Forged											
Dest./Damaged											
Recovered											
Solved											
Stolen											
Unknown											
SUBJECT IDENTIFIED		SUBJECT LOCATED		☒ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18			
☐ YES ☒ NO		☐ YES ☒ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO CUSTODY											
REPORTING OFFICER(S)				DATE		UNIT NUMBER		APPROVING OFFICER		DATE	
LT. J. BABKIEWICZ				11/30/2012		B9709		Babkiewicz, J		11/30/12	

**BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT**

CASE NUMBER										NCIC			
2	0	1	2	0	0	0	0	3	0	0	3	INQ.	ENTD

Observation of scene: I met with the complainant, Chris Barrow at the Bluffton Police Department. An account slip was located at 250 HE McCracken Way, HE McCracken Middle School, Bluffton, South Carolina. The account information contained the name of HE McCracken Middle School, however, the address was that of an employee, Denise Gibbo, of the middle school. The address on the account is 10 Stonehedge Way which is the last listed address for Gibbo.

Interview with complainant:
Chris Barrow
1300 King Street, Beaufort, SC
843-322-0777

Barrow stated that he was currently investigating an reports of policy violations with the principal from HE McCracken Middle School, Principal Shaw and his secretary Denise Gibbo. Barrow stated that while he was going through Shaw's office he did not notice anything to appear suspicious in nature. Barrow stated that on November 27, 2012 Annette Ballard provided the school District with a bank statement from SCBT. Ballard informed the school District that Denise Gibbo had left the bank statement on her desk. Barrow stated that the Bank Account on the statement was in the name of HE McCracken Middle School. However, the address on the account was not the same address of the school. Barrow stated that he believes the address may be an employee of the school.

Barrow stated that the school district spoke with Principal Shaw regarding this account. Principal Shaw reported that he did not know anything about the account. Barrow stated that Principal Shaw was supposed to find out about the account and let them know, however, they have not heard back from him. Barrow stated the account is suspicious in nature because it does not have the proper address on the account for the Middle School.

Barrow stated that members from the school District contacted SCBT and spoke with Dennis Chapman 803-531-9201. Barrow stated that Chapman advised them that the account has been open since 1999. Chapman advised them that the account was still active but could not release any further information on the account without a court order. Barrow provided me with a copy of the account that was given to him as well as a copy of a check that appears to be written out by Kelly Vannini. This information has been attached to this report.

Officers Actions: On Friday, November 30, 2012, I met with Chris Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. I received a copy of the account information as well as a check that was written by Kelly Vannini. I checked the address on the SCBT Account (10 Stonehedge Way, Bluffton, South Carolina) through in house records and it showed that it belonged to Denise Gibbo. A copy of the Bluffton Police Department in house records has been attached to this report. A supplemental report will follow once contact is made with Vannini and Gibbo to determine where this account came from.

				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)							TOTAL VALUE
Burned							
Count / Forged							
Dest./Damaged							
Recovered							
Seized							
Stolen							
known							
SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ UNFOUNDED	☐ ADM. CLOSED	☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER	☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER
REASON FOR EXCEPTIONAL CLEARANCE: 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO CUSTODY							
REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
T. J. BABKIEWICZ		11/30/2012	B9709				

I.D.
10200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER												NCIC	
												INQ.	ENTD
2	0	1	2	0	0	0	0	3	0	0	3		

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				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
P	TYPE (GROUP)						TOTAL VALUE
R	Burned						
O	Count./Forged						
P	Dest./Damaged						
E	Recovered						
R	Seized						
T	Stolen						
Y	Unknown						
A	SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ ADM. CLOSED	☐ ARRESTED UNDER 18 ☐ EX-CLEAR UNDER 18	☐ ARRESTED 18 AND OVER ☐ EX-CLEAR 18 AND OVER
D	REASON FOR EXCEPTIONAL CLEARANCE: 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE NO CUSTODY						
M	REPORTING OFFICER(S)		DATE		UNIT NUMBER	APPROVING OFFICER	
I	LT. J. BABKIEWICZ		11/30/2012		B9709		
N						DATE	
I						UNIT NUMBER	
R							

INCIDENT REPORT SUPPLEMENTAL

Page #: 1

Case Number: 201200003003

Officer: B9709 BABKIEWICZ, J. Date Entered/Changed: 12/04/2012 Reviewer: *[Signature]* Review Date: 12-4-12

DETAILED STATEMENT OF INVESTIGATION: On Friday, November 30, 2012 I was assigned as lead investigator to Bluffton Police Case 201200003003.

On Monday, December 3, 2012 I contacted Dennis Chapman from SBCT Fraud and security Department. Chapman advised me that the account was placed on hold at this time. Chapman stated that I could send him a subpoena and receive all necessary documents regarding the account that was in HE McCracken Middle School's name.

On Monday, December 3, 2012 I went to 10 Stonehedge Way, Bluffton, South Carolina to meet with Denise Gibbo, however she was not home at the time.

On Monday, December 3, 2012 I spoke with SRO Creason (SRO of HE McCracken Middle School) regarding the account that was found. SRO Creason advised me that he had heard the account was related to PTO. SRO Creason stated that he would continue with an investigation to help assist me in determining where this account had come from.

On Monday, December 3, 2012 Denise Gibbo contacted me over the phone. Gibbo stated that the account that was in question is a PTO account that was handed over to her by Theresa Barber (previous PTO member). Gibbo stated that she has never written a check from the account. Gibbo stated that there have been several checks written from the account since she has taken it over, however, the school members would complete the checks themselves. Gibbo stated that she was simply the book keeper for this account. Gibbo stated that the account used to have Barber's personal address on the account and she has records to show that. Gibbo stated that after she had taken over the account she changed the address to her personal address. Gibbo stated that she still has all records regarding the account and she would be willing to bring this information into me on Tuesday, December 4, 2012.

On Monday, December 3, 2012 at approximately 1830 hours Chris Barrow contacted me and informed me that Sonya Merrick is the individual who presented the account information to the School District, not Annette Ballard as originally reported. Barrow informed me that he had just found that out from members from the School District. Barrow also stated that the School District just provided him with statements from some individuals regarding the account. Barrow stated that he had not seen these statements before today. Barrow stated that he would make a copy of the statements and bring them to me at the Bluffton Police Department on Tuesday, December 4, 2012.

On Tuesday, December 4, 2012 at approximately 0830 hours I met with Denise Gibbo at the Bluffton Police Department. Gibbo provided me with copies of the account prior to her having any control of the account. The account shows that there were two personal addresses on the account which were the following:

4 Lansmere Place, Bluffton, South Carolina- This address belongs to Theresa Covert and dated back to 05/31/2011
45 Mayfair Drive, Bluffton, South Carolina- This is the old address that belonged to Theresa Covert and dated back to 08/31/2009

Both of these statements had HE McCracken Middle School listed on the account, however, had personal addresses of the person running the account. These statements have been attached to this report.

On Tuesday, December 4, 2012 at approximately 0900 hours I met with Chris Barrow. Barrow provided me with the statements that he had received from the night before. These statements were written by Alberta Williams, Sonia Merrick, and Dawn Sumner.

In Albertha Williams statement she states that she is the book keeper for the HE McCracken Middle School. Williams confirms that last year a check was cashed for the student council trip to Carowinds. Williams stated that the check had the school's name on it and that student council had actually opened a checking account in the school's name. Williams stated that she mentioned this account to Mr. Shaw and Denise Gibbo, however, they did not seem to be interested so she walked out of the office. Williams stated that she then made her deposits for the day and nothing was ever said about the account. This statement has been attached to this report.

In a statement made by Dawn Sumner she states that she was involved in Student Council since 2008. Sumner stated that monies in 2009 went through Theresa Barber a PTO Parent. Sumner stated that after Barber had moved she began placing the money with Barbara Williams. Sumner stated that there were some personality clashes while working with Williams so she did not want the responsibility of the monies any longer. Sumner stated that she gave the account to Denise Gibbo for safe keeping. Sumner stated that when council needed money (and it was approved) they would give the receipts to Denise Gibbo for filing purposes and the money was then granted. This statement has been attached to this report.

In a statement made by Sonia Merrick it states that as they made money from fundraisers for student council she was instructed by Mr. Shaw to hand all money over to Denise Gibbo so she could deposit it into the PTO account. Merrick stated that when she needed money she would check with Mr. Shaw and then be issued the requested money from Denise

INCIDENT REPORT SUPPLEMENTAL

Page #: 2

Case Number: 201200003003

Officer: B9709 BABKIEWICZ, J. Date Entered/Changed: 12/04/2012 Reviewer: Review Date:

time to run to the bank all the time. Merrick stated that after that statement she began to go to Williams and giving her the money for the account. This statement has been attached to this report.

Based upon the documentation provided to me by Denise Gibbo, statement made by Gibbo, and statements made by Williams, Sumner, and Merrick I concluded that this was an account that was set up for Student Council at the HX McCracken Middle School. There was no fraudulent activity found involving Denise Gibbo or any other employee with the Beaufort County School District. I request this case be closed as there was no criminal activity that occurred.

From: Truesdale, Valerie
Sent: Friday, August 17, 2012 2:48 PM
To: Shaw, Phillip
Cc: Rosswurm, Jacqueline; Truesdale, Valerie
Subject: attached confidential letter

For Phillip Shaw only.

Please confirm receipt, Phil.
Thank you, sir,

Valerie



August 17, 2012

Dear Phil,

Thank you for meeting with me and Jackie Rosswurm in June, in July and again yesterday to review concerns about leadership at HEMcCracken Middle School.

During these several meetings, we discussed findings of the Academic Assessment Review team, feedback from school and district staff, and our own observations. We have recommended numerous strategies for strengthening leadership effectiveness. We added an assistant principal for instruction and removed the district alternative program housed at McCracken.

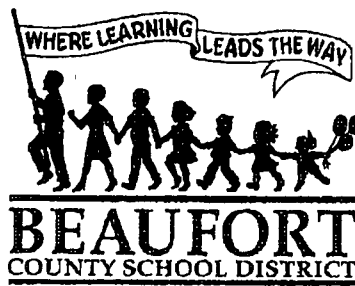
Below are specific expectations that you, Dr. Rosswurm and I agreed upon:

- a) You agreed to have a full staff meeting to set the vision for the coming school year. We discussed many ways such a meeting could be structured. Please share with Dr. Rosswurm the structure that was used and the outcomes of the meeting.
- b) You agreed to ensure the structure and the responsibilities of your administrative and support personnel team is established to best meet the needs of your school. Please share with Dr. Rosswurm how that structure and work load has been established.
- c) You agreed to be extremely visible in your school, visiting classrooms daily to ensure staff have what they need to do their jobs.
- d) You agreed to set expectations that teachers stand at their doors, monitoring hall behavior between classes. If needed, you should ask Gregory McCord for training on PBIS and school wide shared discipline strategies.
- e) You agreed to align the leadership team with a schedule of classroom observations and share that schedule with Dr. Rosswurm.
- f) You agreed to keep a log of classroom visits and submit the log monthly to Dr. Rosswurm, beginning with a log of September visits on October 1.
- g) You agreed to assume responsibility for your own e mails and correspondence immediately. Decisions to be communicated about school matters to district office leaders should be done by you personally.
- h) You agreed to build Community by sharing with department leaders and the full staff the Academic Assessment and School Improvement plan in a systematic, collegial manner and establishing cross-functional professional learning communities.

i) You agreed to schedule SIC meetings for the entire year and publish the dates in your next newsletter home to families. You agreed not to cancel SIC meetings once scheduled.

j) You agreed to establish regular school office hours for parents and families who wish to come into school for schedule changes, address problems, etc. and publish those hours in your weekly newsletters home, on the website, on voicemail, etc.

We are here to support you, Phil and have confidence that you will accomplish all you have agreed to do. You have a good school that could be an excellent school with just more structure, responsiveness and coordination. Thank you for addressing these items so that we can stretch toward excellence purposefully.



July 18, 2013

VIA HAND DELIVERY
AND REGULAR U.S. MAIL

Phillip Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

The purpose of this letter is to follow up the meeting that was held with you on July 16, 2013. Also present at the meeting on behalf of the school district were Alice Walton, Human Resource Officer for the District, and Phyllis White, the District's Chief Financial Officer. Additionally, your legal counsel and legal counsel for the school district were present. The purpose of the meeting was to allow you an opportunity to respond to the District administration's concerns about allegations of misconduct on your part during the time you served as principal of H.E. McCracken Middle School. I have now had the opportunity to consider the District administration's investigation into those concerns, as well as your responses.

As will be discussed further below, it is my decision to recommend the immediate termination of your employment to the Beaufort County School Board pursuant to Section 59-25-430 of the South Carolina Code based on your violations of your school's policies and procedures with respect to the handling of money, your violation of the directives given you by the District administration while on administrative leave, your violation of employee confidentiality through your disclosures of information involving confidential personnel matters to the newspaper, and your handling of matters related to your medical leave. I have concluded your overall conduct was in violation of HRS-33, which provides that:

"Disciplinary action, up to and including a recommendation of termination, may be taken against any certified employee who is determined to have engaged in unprofessional or inappropriate conduct toward students, parents or staff. Such conduct may include, but is not limited to, violating district policies or procedures; insubordination; engaging in criminal conduct; engaging in inappropriate conduct of a sexual nature towards other employees or students; harassment, intimidation or bullying;

and/or making inappropriate comments to students. This includes any action or conduct communicated or performed in person, in writing or electronically through such means as a telephone, cellular telephone, computer, personal data assistant or other telecommunication device, and includes text messaging and instant messaging. Disciplinary action, including a recommendation of termination, may also be taken against any employee whose conduct the administration has determined has impaired the employee's ability to be an effective educator."

With regard to the violations of policies and procedures regarding the handling of finances at your school, the District's investigation determined the following, with which, after reviewing, I agree:

1. **Cash receipts were being accepted and not receipted through the bookkeeper.** (Section 1.8.3, p. 12 - Middle and High school teachers are not permitted to collect monies from students. All Middle/High school students must be receipted by the school bookkeeper.) Sponsors of student council (teachers) were accepting cash and turning it over to the Office Manager (Ms. Denise Gibbo). According to testimony from staff and evidence found on hand, cash was being collected by the Office Manager (Ms. Gibbo) for Student Council fund-raising.
2. **Reimbursements for expenses were made from undeposited cash receipts.** (Section 1.8.6, p. 15 and Section I.C, p. 20 - Under no circumstances should purchases be made or invoices paid from undeposited cash receipts.) According to testimony from staff and evidence found on hand, staff members were reimbursed for purchases with cash on hand. In addition, cash was provided in advance for purchases.
3. **Cash in excess of \$600 was kept in the school overnight.** (Section 1.8.6, p. 16 and Section 1.8.8, p. 19 - Under no circumstances shall funds totaling over \$25.00 be left in the school overnight.) Testimony from staff that envelopes of cash were kept in a filing cabinet located in Mr. Shaw's office. In addition, over \$600 was found by Chris Barrow in the lockbox located in Mr. Shaw's office. According to staff testimony, the principal stated that the money in the lockbox belonged to Student Council.
4. **Internal controls relating to cash receipts were violated.** (Section 1.8.8, p. 19) Cash received by teachers and Ms. Gibbo was not receipted or recorded in any fashion.
5. **Disbursements were made outside of the Concentration Account and Imprest Accounts.** (Section I.C, p. 20) Testimony from staff demonstrates that disbursements were reimbursed using cash. In addition, a disbursement was made from a dormant PTO account.

6. **Payments for goods and services were made in cash.** (Section 1.8.6, p. 15 and Section I.C.2, p. 20) Evidence on hand demonstrates that reimbursements in the amount of at least \$4,336.04 were made with cash during calendar year 2012.
7. **Documentation and authorization for reimbursements were non-existent.** (Section I.C.4, p. 22) As noted in item 6 above, reimbursements were made without any authorization from the principal or any supporting documentation for the expense other than the receipt.
8. **Use of an unauthorized checking account for Student Activity purposes.** (Section I.E, p. 31) A bank statement was found with Student Council financial records. This bank account was in the name of "H. E. McCracken Middle School" with an address of 10 Stonehedge Way, Bluffton, SC 29910. After contacting the bookkeeper, she was not familiar with this account and after questioning the principal, he was not either. It was not labeled "PTO" in any way; therefore, was considered an authorized bank account. The bank was contacted and refused to release any information because no one at the District Office had signature authority. They required a police report to release any information on the account. We explained to the principal that if he was able to produce any information on the account, we would file a police report. The principal also stated that there was not an active PTO at the school. This was confirmed by several staff members. There was evidence there was current activity based on the bank statement in our possession; therefore, to protect the assets of the school, a police report was filed. The address listed on the account was that of the Office Manager (Ms. Gibbo) and police obtained the checkbook and some other financial records from Ms. Gibbo. Ms. Gibbo stated that it was a PTO account. Transactions indicate that money from Student Council was comingled in this account as far back as February of 2011. According to the bank records, the account was established in 1999.

A deposit was made into the so-called PTO account established at SCB& T sometime between November 1, 2011, and February 1, 2012, in the amount of approximately \$1,500. The deposit was not recorded in the checkbook and undocumented. A check was then written on 4/29/12 from that account without any supporting documentation in the amount of \$1,288 made payable to McCracken. It was also unrecorded in the checkbook and undocumented. The check was for a Student Council field trip to Carowinds and given to the bookkeeper to deposit into the Student Council account to pay for transportation for the trip. It was at this time the bookkeeper became aware of this account and brought it to the attention of the principal. No action was taken.

9. **Fundraising by a school club was not recorded in compliance with Manual.** (Section II.C.1- All school-wide fundraising should be recorded in the proper account). Testimony by staff members and the principal confirmed there was fundraising by the Student Council and proceeds from such were not recorded appropriately.
10. **Gifts to teachers were provided using Student Activity Funds.** (Section 11.f.3, p. 60- The school, as a component of the Beaufort County School District, cannot

give gifts to employees.) Evidence of receipts demonstrated that gift cards were purchased with Student Council funds and distributed to teachers. Several staff members confirmed that they were reimbursed with cash for the purchase of the gift cards.

In addition to the financial concerns, based on responses that you provided to me in our July 16 meeting, I have concluded you did not comply with the administration's directive not to communicate with faculty and staff members of H.E. McCracken Middle School during your leave as they would potentially be witnesses in the District's investigation. On several occasions during our meeting, you referred to information you had been provided by staff members, including Ms. Gibbo, in such a way as to make it clear to me that you continued to speak with staff while on leave. For example, on several occasions you referred to Ms. Gibbo telling you that Chris Barrow had provided information to her regarding the lockbox. Additionally, you referred to your wife having contact with Ms. Gibbo, which I consider violating the spirit of the directive you were given. You acknowledged during our meeting that you understood the administration's directive.

I also concluded that you engaged in discussions with a local newspaper in violation of the confidentiality rights of the employee involved, specifically Ms. Ballard. Again, in the meeting, you acknowledged understanding that it would not be proper to discuss confidential employment information with the members of the public, including the media. You indicated in your meeting that you understood that employment matters such as grievances are confidential and should not be discussed. However, after reviewing the information that was reported in the newspaper, and comparing it with the concerns you expressed in our meeting, the information shared substantially similar to the statements attributed to you by a local newspaper regarding your issues with Ms. Ballard. You did not offer a satisfactory explanation of how the newspaper would be aware of your concerns if you did not share the information with the newspaper.

Your handling of your medical leave is also a concern. Although Ms. Walton requested that you provide "a physician's statement verifying the nature of [your] illness and approximate duration of the same," on or before March 28, 2013 you were purposefully insubordinate and did not provide the statement until it was requested a second time.

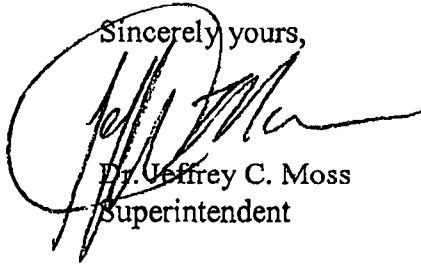
Additionally, your responses to a number of the questions that you asked suggest that you were not honest regarding all the antics we discussed on July 16. For example, as noted above, I did not consider your responses to the questions about speaking with staff members and the media to be truthful.

Ultimately, your overall poor administrative judgment in the handling of matters, including the apparent delegation of authority that you gave to your secretary, have left me with no confidence in your ability to be an effective administrator. For example, you indicated on several occasions that your secretary placed items in the lockbox that was under your desk without your knowledge. As you know, this lockbox was ultimately determined to have, among other things, over \$600 in cash, as well as several personal items of yours. Although you deny having any knowledge of the contents of the lockbox, in light of the information from staff members that cash transactions were being done on a routine basis, I believe it is reasonable to

conclude that the cash contained in the lockbox confirms that cash transactions were being handled on a routine basis and that cash was being kept in your school, in violation of your school's own handbook. If these types of transactions were occurring without your knowledge, you were not effectively managing the day-to-day operations of your school.

I am recommending your termination to the Board. Should the Board uphold my recommendation subject to your right to request an evidentiary hearing, you will be notified in writing of the right to a hearing. I am willing to consider any alternative resolution of this matter that you propose prior to my recommendation to the Board. I regret that this action is necessary, but after reviewing the facts and circumstances, including the information you shared in our conference, I believe my decision is in the District's best interest.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jeff Moss", written over the typed name and title.

Dr. Jeffrey C. Moss
Superintendent

1 recall our discussion along those lines?

2 A Yes, sir.

3 Q Did you ever receive any type of correspondence
4 from Dr. Truesdale summarizing those meetings or in any way
5 referring to those meetings?

6 A To the meetings themselves?

7 Q Correct.

8 A No, sir.

9 (WHEREUPON, a document was marked as
10 Deposition Exhibit Number 13 for Identification to the
11 Shaw Deposition.)

12 BY MR. WILLIAMS:

13 Q All right. If I can get you to take a look at a
14 copy of what has been marked as Exhibit 13 for the purposes
15 of this deposition, if you could review that?

16 A Sure. (Witness complies.) Um-hum.

17 Q Do you recognize that document?

18 A Yes, sir.

19 Q Is that a document that would have been provided
20 to you?

21 A Yes, sir.

22 Q And the date on that document is August 17th,
23 2012. Does that sound like the date about which you would
24 have received that document?

25 A Sure. Yes, sir.

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Williams

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1 Q And do you think it was sent to you by Dr.
2 Truesdale?

3 A Yeah, she had sent a -- what she described as a
4 pep talk. There's an email. Do you have the email?

5 Q This is all I have at this point.

6 A Oh, okay. She had sent me an email. She said,
7 "Hey, you know, I bet you wanted -- I bet you wanted to
8 kill me," is what she said, "over our pep talk that we
9 had," and that was the email that goes along with this.

10 Q Okay. When she said, "I bet you wanted to kill
11 me," why would she have said that?

12 A I'm not sure. I'm not sure. I mean, we had a
13 good enough relationship where we could talk about
14 anything, I mean, and very candidly, and so --

15 Q It sounds like, if someone says, "I bet you
16 wanted to kill me," it would be their interpretation that
17 whatever meeting they had with you had not gone well, or
18 they had had to express concerns to you. Did that play
19 into why she would've said that?

20 A I couldn't answer that. I mean, it was -- she
21 was very positive. She says, "Hey" -- it was something
22 like -- well, you don't have the email that goes on top of
23 this?

24 Q This is all I have.

25 A Oh, okay. It was something, "Hey, thanks for

Bettye Anderson & Associates

Beaufort, South Carolina

(843)525-0791 (800)543-5506

Direct by Williams

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Phillip Shaw

Principal
H.E. McCracken Middle
250 McCracken Circle
Bluffton SC, 29910
Phone: 843.706.8700
Fax: 843.706.8778

"Give so much of your time to the improvement of yourself that you have no time to criticize others"
The Optimist Creed

From: Rosswurm, Jacqueline
Sent: Friday, June 08, 2012 10:32 AM
To: Shaw, Phillip
Subject: positions

Phillip,
I just left you a message. None of your vacancies are posted. Please make sure that they are posted by the end of the day today. Also, I would like to stop by and meet with you Monday on my way to work. I plan to be there about 7:30. Will that fit your schedule?

Jackie

*Jackie Rosswurm, PhD
Chief Administrative and Human Resources Services Officer
Phone 843.322.2339
Cell 843.812.2442
Fax 843.322.2389*

Shaw, Phillip

From: Shaw, Phillip
Sent: Friday, June 08, 2012 6:36 PM
To: Rosswurm, Jacqueline
Subject: RE: positions

That would be fantastic!

After I heard from soooo many teachers at check out how Annette Ballard was trying to stoke teachers against me... trying to get them to call you and speak with you... how she was hoping Ashley Holmes had an exit interview with you and how many refused, how she coached and stoked Laura Lee, how she was the one behind Karen Paige, Peggy Rosenlieb,.... How she has accused my assistant principal, my secretary, my bookkeeper, my grade chair, the data clerk and soooo many other people.... Her insubordination is incredible!!

I will type a detailed account for you to read this weekend so we can discuss the depths and breath of her action in detail on Monday.

Annette has melted down on sooooo many occasions and this time her actions are beyond my comprehension.

I cannot tell you how betrayed I feel that someone I trust so much would choose to act in such a manner... and to know her actions are documented and verified by so many people.

The fact she, nor Laura, nor anyone else in her select circle of friends ... has ever walked into my office to discuss these issues in person with me is simply incredulous!

She has never stopped one time to look in the mirror. I have overlooked so many transgressions, on so many occasions and this is her response.

While I am certain I have faults, I have ensured that McCracken and our test scores no matter how fast the growth... no matter what programmatic change occurs – that we always continue to improve academically.... And we have!!!

Too many people spoke to me today about too many conversations she is having and how truly detrimental she is to our school and this program.

I apologize for being long winded but truly the revelations of the day – from excellent employees with no issues – has been stunning!!!

Tomorrow I will work on bringing all the information together so our time on Monday can be as productive as possible.

Thank you for always listening to both sides!

As always I welcome your input, suggestions, correction and wisdom.

Phillip

To: Dr. Rosswurm
From: Phil Shaw
Re: Statements regarding Annette Ballard
Date: June 12, 2012

On Friday, June 8th at our end of the year teacher check out, many teachers wanted to discuss concerns they had about Annette Ballard and her actions. The conclusions from those discussions were as follows:

Ballard is intentionally undermining administration

She perpetuates rumors, recruits others to create unrest and register complaints

According to staff she: bullies, manipulates and harasses

Attached is a collection of statements made by staff members. I would welcome you to speak with anyone outside her circle of friends. The following is a cross section of people in different roles that could accurately provide additional information as needed. The list of people include: Joe Warfield, Ashley Holmes, Annette Harper, Scott Lusby, Susan Guillen, Sharon Walker, Ina Rollins, Denise Gibbo, Veronica Chisholm, Joan Doucette, Elaine Morgan, Casey Swofford. I would be happy to provide more sources as needed.

This is all about power... she actively engages other people to deliver her messages. She tries to use your name and implies a friendship with you as leverage over people ... myself included.

While I have provided several emails to you that were sent to me since Friday the reoccurring theme within the building remains:

- Bullies people and creates a need for staff to "suck up"
- Faculty is afraid to challenge her out of fear she will give them a horrible schedule
- Manipulates people to do her bidding
- Recruits and preys on the weak minded
- Condoned Lona Patane's (guidance secretary) insubordination towards Lois Harper
- Feels she owns HEMMS, is the Queen
- Tells staff ... "I am McCracken"

RESPONDENT'S
EXHIBIT

3

- She goes after Joe, Denise, Ina anyone who is important to me
- Having Laura Lee go to teachers to get them to call you to complain ... she tried to get Mike Sanz to call
- Same "MO" as with Peggy two years ago
- Spoke negatively about the building administration in a PBIS meeting
- She walked in my office and said I don't believe any of the rumors and then told Joe all about rumors she is hearing.
- She intentionally does this and then leaves... Last year she left for a wedding the day after teachers checked out. She melted down last summer so bad that no one could even speak with her. She couldn't even come to the phone.
- Manning stated to Joe that Annette has Lupus. One of the symptoms can be these drastic personality changes we have observed.
- Emails that are soooo different at different times of the day.
- Gallop incident where she blew a whistle in the teacher's ear and we had to work sooo hard not to get her to press charges. This occurred during our orientation with the entire staff!
- Karen Paige shows up the last day right after kids leave and want to enroll her child so she could participate in a volleyball camp at the high school the next day. While Mr. Warfield had everything under control she steps in and gives wrong information.
- Ina feels harassed and threatened by Annette.
- Denise feels threatened and harassed by Annette. She told my secretary that she was not good for the spirit of McCracken. She said I find no flaw in your work ethic or job performance. In fact she told her she was good for me but not McCracken.
- Scott Lusby (9th grade chair) has been threatened and harassed by Annette. He is unable to speak freely (current email) and has been accused by her about talking in the community about him. She openly says his energy is wrong. Mr. Lusby is more than willing to discuss Annette with you.
- Sharon Walker (8th grade chair) was dismissed from a scheduling meeting by Ballard. She too will attest to Annette's workings.
- Annette has said to me – "If I told you everything I heard about you from the district office, you wouldn't be able to sleep at night". Now this was during one of her melt downs and during a fit of rage... so I dismissed it... none the less it shows the thinking of the person.

Shaw, Phillip

From: Lusby, Scott J
Sent: Sunday, June 10, 2012 12:11 PM
To: Shaw, Phillip; Gibbo, Denise M
Cc: Barker, Hellen E; Davis, Pamela P
Subject: Master Schedule Take 2
Attachments: McCracken Schedule 2012-13.xlsx

Mr. Shaw,

As promised, here is a re-worked Master Schedule. I think, rather than send you a huge epistle explaining each change, that I should probably just come in sometime on Monday and explain it- preferably without Ms. Ballard standing in the room; I have no desire to get into anything with her now as I am leaving the building.

Please keep in mind that there might need to be some changes to this depending on what the students' IGP's and the teacher's recommendations say; those WILL affect placement, and therefore the numbers.

I also took the liberty of coming up with your bell schedule for next year, in case you don't have one ready. I made sure to leave a little time between lunches for the cafeteria workers to do a quick once-over.

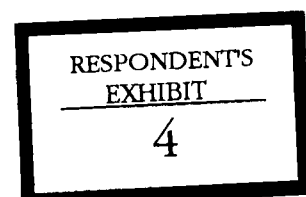
I'll try to come in Monday morning some time to go over this with you so you can see the changes I made and so I can explain why.

I WILL say this: the more closely I looked at this, the more I became convinced that Ms. Ballard DID make an honest effort here. I just think some of the decisions she made when presented with choices were not appropriate for high school courses and teachers, and I think some of the numbers were a bit off given past evidence...but she clearly thought this through. This was definitely a proper effort in my mind, enough so I largely left 8th grade and the Related Arts/Electives alone save for a few tweaks.

See you tomorrow.

-- Scott Lusby
Instructor, English III CP
Assistant Varsity Baseball Coach
Bluffton High School
12 H.E. McCracken Circle
Bluffton, SC 29910
Email: scott.lusby@beaufort.k12.sc.us

Still
want
de
up



Shaw, Phillip

From: Chisholm, Veronica
Sent: Sunday, June 10, 2012 7:46 PM
To: Shaw, Phillip
Cc: Gibbo, Denise M
Subject: statement

Here is everything I can remember having seen or heard:

On Thursday 06/07, after looking at the schedule I tried to talk to Mr. Shaw but he was busy with some parents. I think that because of my frustrated look some staff assumed that I had an issue with Mr. Shaw and started to tell me things while I waited:

- Ms. Lee mentioned that she was going to a meeting with Dr. Rosswurm on that afternoon to talk about everything going on at McCracken and said that she had a pile of documentation about everything.
- Later Ms. Lee told me that if I was having an issue I should go talk to Ms. Ballard because she was on top of everything going on there and keeping record of it.
- Throughout the day two colleagues told me that Ms. Ballard had asked them why I looked so stressed and upset with something. She never asked me, even though I had passed by her several times.
- At the end of the day I decided to talk to Ms. Ballard about some questions I had in regards to the schedule and also to ask her about the possibility of switching one of my classes. She listened to all my questions, talked a lot not really giving specific answers, and when I asked her what was the conclusion of our conversation, she said my schedule would remain the same and made a joke about hearing Denise and said: "You better go running to his office!" . I said thank you and left her office.

Ballard talking Chisholm

On Friday 06/08, in a conversation with some co-workers, we started to suspect that Ms. Ballard was trying to recruit people to go to the district to complain about Mr. Shaw and Ms. Gibbo.

- When I arrived to the front office, I was asked if I got a hold of Mr. Shaw but since I realized what was going on I did not say anything. I was stopped on the hallway by another staff asking if everything was ok with me because Ms. Gibbo was trying to find me.
- I stopped at Ms. Mason's office and while we were talking, Ms. Ballard walked in, placed a manila folder by my ear and whispered that she had a phone number for me to call if I had any interest. After hearing about Ms. Lee's meeting with Dr. Rosswurm, I assumed that Ballard was referring to Dr. Rosswurm's phone number.

Ballard Recruiting Chisholm

Others:

- I don't remember the exact date but within the last two weeks, Ms. Ballard came to my room and crossed to Ms. Holmes room through the office that connects our classrooms. She also crossed through my room to leave. It did not make any sense since she did not hang out in my classroom or talked to any kids and after talking to Ms. Holmes she had to come back through the same place she came in. On Friday 06/08, Ms. Holmes and I suspected that maybe she was crossing through my room to avoid the cameras.
- Also, I never had any conversations with Ms. Ballard about not liking Ms. Gibbo or wanting her out of our school.

*Ballard has to see Holmes
about Gibbo*

RESPONDENT'S
EXHIBIT

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Shaw, Phillip

From: Mangan-Doucette, Joan
Sent: Sunday, June 10, 2012 9:09 PM
To: Shaw, Phillip
Cc: Gibbo, Denise M

Mr. Shaw gives everyone the benefit of the doubt. He believes that we are professionals rather than making us feel that we are stupid. All of our teachers appreciate this.

① Ms. Gibbo has been a great help to Mr. Shaw and teachers. She has picked up where others have left off.

I was a member of the scheduling committee. I spent hours working on the schedule for next year. It was all for nothing. ② Ms. Ballard kept control no matter what we suggested.

③ No matter what Mr. Shaw has asked of her, Ms. Ballard has ignored him. She has done this for years. We are all afraid of her because we know that if she doesn't like us, we will have difficult classes. Last year I had every ESOL student in the 8th grade. The year before, I had all SPED classes. My doctor put me on bed rest. Ms. Ballard did not care. I, like other teachers, have learned to "suck up" to her.

It seems to me that Ms. Ballard feels that she is the queen of McCracken. She has been at our school for many years. She often quotes Mr. Hitch (I don't know him). I do know that Mr. Shaw is always available whenever I want to talk to him. Ms. Gibbo takes care of all the minor things at our school so that Mr. Shaw can concentrate on more important matters. Ms. Ballard resents Ms. Gibbo because of her access to Mr. Shaw. It is my opinion that Ms. Ballard feels she "owns" McCracken. ④ Her attitude is bringing the entire school down.

Joan Mangan-Doucette
Social studies Department Chairperson

- ① Teachers perception of Gibbo
- ② Ballard & control
- ③ Ballard ignores Shaw
- ④ Teachers Afraid of Ballard
- ⑤ Shaw always available
- ⑥ Gibbo takes care of minor / Shaw major
- ⑦ Ballard is pulling down the entire school

Shaw, Phillip

From: Holmes, Ashley M
Sent: Sunday, June 10, 2012 10:03 PM
To: Shaw, Phillip
Subject: Statement

Ms. Ballard approached me about two weeks ago regarding an exit interview with someone at the District Office. I was outside of my classroom monitoring the change of classes and talking with students. I went into my room to find her waiting for me. She said she came through Mrs. Chisholm's room because she did not want for anyone to see her on the camera in the front office. She asked me about the possibility of conducting an exit interview with someone at the D.O. As we talked, I asked her to come outside, as I did not think it was appropriate to speak in front of the students.

We talked in the hallway and she suggested that I talk with Dr. Jackie Rosswurm. I told her that it was my intention to talk with Dr. Truesdale, she continued to suggest that I speak with Dr. Rosswurm instead. She even stated that she knew that we (me and Ms. Ballard) had not really spoken at all this year but she knew that I was leaving and thought I should speak directly to Dr. Rosswurm. She also stated that as many times as Mr. Shaw got frustrated and angry with me, he still respected me as a teacher. I was not sure exactly what she meant by that statement.

(4) Two days later, Ms. Ballard came to my door to speak about a student and she continued to ask me of my plans regarding the exit interview. When I told her that I had emailed Dr. Truesdale, she wrote down Dr. Rosswurm's number for me and told me I could have her cell phone, as well. She informed me that they were very good friends and that Dr. Rosswurm was a former principal at McCracken and that she had McCracken's best interest at heart.

I felt more comfortable emailing Dr. Truesdale for my exit interview with intentions of thanking her for the many experiences that Beaufort County afforded me. I also wanted her to know of the many challenges that still face McCracken because of the 8-9 configuration.

Other Notes:

(5) I was first introduced to Ms. Ballard when I was hired. She told me that she "was McCracken." She has made that statement to many new people to our school. I know that for a fact, as many have shared the same introductions with me.

Ashley Holmes

(1) Why is Ballard knocking around cameras

(2) Ballard tries to get Ashley to speak to Rosswurm instead of Truesdale.

(3) Ashley knows this is untrue. This is Ballard trying to cause unrest. I have never gotten frustrated or ~~at~~ angry @ Ashley

4/4/12 2 Days later - Ballard is still trying to get Ashley to go to Rosswurm

Shaw, Phillip

From: Rollins, Ina R
Sent: Saturday, June 09, 2012 1:05 PM
To: Shaw, Phillip
Subject: It is happening again - issues with Annette

Mr. Shaw

This is happening again – yesterday instead of Annette coming to me with issues she was sending multiple emails again and including Ms. Elaine. I really don't care because as I stated in the earlier email I know and do my job – but this is getting old when I have to keep reassuring people that I have it under control.

From: Rollins, Ina R
Sent: Wednesday, May 30, 2012 12:46 PM
To: Shaw, Phillip
Subject: Issues

Mr. Shaw this is just a follow up on the conversation we had – I am really getting tired of feeling like I am being harassed and bullied from Annette to do what she wants me to do. Even going so far as to email District asking things about my job and how to do them then coming to me and telling me how to do it and what district told them to tell me. A lot of these things I already know and she is making me look bad in their eyes like I do not know my job.

I DO KNOW MY JOB and I think I do a very good job of doing it and making sure we are legal in all of McCracken's data.

Ina Rollins
H. E. McCracken Middle School
Data Specialist
Phone – 843-706-8835
Fax – 843-706-8778

*Ina feeling
harassed and
bullied.*

RESPONDENT'S
EXHIBIT

8

9th grade chair
FOR PRINCIPAL'S EYES ONLY

February 19, 2012

Mr. Phillip Shaw

Principal, H.E. McCracken School

250 H.E. McCracken Circle

Bluffton, SC 29910

Mr. Shaw:

I am writing this in response to Ms. Annette Ballard's request for a meeting with administration to discuss ongoing leadership at McCracken. Specifically, she alluded to a conversation that was had between me and 8 other English teachers at La Hacienda on Friday afternoon.

The other teachers there, for the record, were: Sue Greig, Fred Martin, Josh Fox, Anne Capuzello, Jan Schuppert, Jessica Phillips, Denise Rinaldi, and Lindsay Skirtich.

At one point during lunch, one of the teachers asked me how things have been at McCracken. I then proceeded to tell the three teachers next to and around me what transpired last week between Ms. Ballard and me. I did not speak out of school here; I simply told them what happened: that I sent a critical note about PBIS to the PBIS committee; that she took it personally and sent out a note to the entire committee criticizing me personally; that I responded by saying that was my job, and that she went around behind my back to admin suggesting that I be removed from a leadership position at the school. I also added that you and I met privately, and I was assured by you that I had your support, that Ms. Ballard was in the wrong here, and that you'd be having a conversation with her about it. This is all something you and I discussed already. However, I also told the three of them that Ms. Ballard wrote me a note AFTER you and I met in response to my 9th grade note trying to drum up volunteers to PBIS- she said something to the effect that "this is more like what [she] expects of [me]," and that she would "try her best to support [me] when [she] sees the good that [I] do" (to which one of the teachers asked, "Do you work for her now?") To me, that clearly shows that she still doesn't get the fact that she was wrong in making this a personal attack on me by reacting personally to professional criticisms, and I said so to my colleagues. I think I actually said "I'm done with her- she doesn't get it. It's still a middle school to her." I stand by that statement- I have told you this before. I can point to all sorts of things- scheduling, moving students out of classes without considering seat time, and this mess- as evidence.

I was then asked about the other guidance counselors. I said that Lois Harper "was fine- I can work with her." At that point, another teacher said that Lois "was not all there- she's crazy." I said nothing to this other than that I was fine with Lois and that I could work with her. I should not be expected to control

B. goes
my back
change
leader

Teacher
said
you
for

around his back!

RESPONDENT'S
EXHIBIT

9

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- HURSSO
 - BILLO
 - WAY &
 COMBING
 W. F.

Ballard's Harassment of Lesby

①

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2. Letter Theme of Adm. of No. 1000000

4. We are talking Positive Behavior Interventions
Sept 11th meeting about the 7th
Grade the language needs and for total
meeting on 11th 11th 11th

From: Lusby, Scott J
Sent: Wednesday, June 13, 2012 11:20 PM
To: Rosswurm, Jacqueline
Subject: Concerns at McCracken

Dr. Rosswurm,

I'm writing this to outline some of the concerns I have about H.E. McCracken School moving forward. I brought these concerns up to Mr. Shaw at various points over the past two years, and he has asked me to put them into writing for you. I would ask that this note remain confidential given the nature of it.

During my two years at McCracken, I have functioned as the 9th Grade Chairman on top of teaching English I. In that job, I often have to bring the concerns of the 9th grade staff to Mr. Shaw's attention. Now, certainly, part of the job is to weed out "sour grapes"-type stuff- complaining about change when nothing can be done about it, for example- but I have had to bend Mr. Shaw's ear on more than a few occasions on behalf of the 9th grade.

The main repeating concern has to do with scheduling, specifically the creation of the Master Schedule. Last school year, we were told by Annette Ballard, the principle schedule maker, that the schedule would change out of necessity. This was not unexpected; when the "Freshman Academy" moved from Bluffton High School to McCracken, we used a modified Traditional schedule while the rest of the high schools in the district run on an A/B block. However, the schedule that was offered up was NOT a block offering, but rather yet another version of the Traditional schedule. However, Ms. Ballard's model required 9th grade teachers to teach an additional class as opposed to the model we brought with us from Bluffton, required 9th grade teachers to teach 8th grade electives (often outside their area of expertise), and, most disturbingly, reduced the planning time of the 9th grade teachers to 30 minutes per day, meaning we'd be teaching more hours than anyone else in the district with 1/3 of the planning time. Obviously, this caused a problem for most of the 9th grade teachers, so, after trying to express their concerns to Ms. Ballard without getting anywhere (we were told that this was the only workable solution), I was asked at a grade-level meeting to speak with administration on their behalf. I did so; however, I did one better than that. I do not believe in complaining without offering a solution (otherwise it's just complaining for complaint's sake), and so I worked up a model A/B block schedule for the school, one that made more efficient use of the staff and addressed the concerns of the teachers.

Ms. Ballard's response to this was not professional, but rather personal. The response was bad enough that I had to speak to Mr. Shaw about it. I received no apology for this response, only an explanation that she was very much attached to McCracken after being there for so long, and that when something about McCracken is criticized, she has a tendency to take it personally. I let the matter drop at that point (I didn't see the point in addressing it further; I was more concerned about protecting a professional working relationship), but I was certainly alarmed at the magnitude of her personal reaction to something she had every ability to fix before it ever went as far as it did. The end result of this was that Mr. Shaw re-instituted the mutated Traditional schedule we had brought with us from Bluffton High School.

Once that issue was settled, another one cropped up: the fact that the students were not teamed for this past year. Now, the two cornerstones of the Bluffton Freshman Academy (established even before Eric Snyder ran it) were that it ran on a different schedule than the high schools (shorter classes were deemed better for that age student) and that the students were teamed by core teachers (students on

RESPONDENT'S
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each "team" have the same 4 core teachers). Despite the warnings and protests of numerous 9th grade teachers- including myself- the students were not teamed. This made communication with the parents more labor-intensive, made conferencing with parents and students more difficult to arrange, etc, and as such, I can't help but think that the students ultimately could have been better served and supported had they been teamed as they had in the past. Test scores in the past have underscored the fact that teaming at this age level works, yet those results- and the desires of the teachers- were ignored on this. The students WERE teamed when the schedule was brought over from BLHS the year before, so it clearly COULD have been done. It simply wasn't- my guess is because to do so requires a lot of work when running the schedule in Power School (checking the appropriate boxes, setting the right parameters, and hand-keying some students the schedule doesn't get right, that sort of thing). This was a complaint that continued to be addressed over the course of this year. Because of the way that McCracken creates its schedule (Ms. Ballard, in years past when it was solely a middle school, typically did the whole thing herself, without input from anyone), the blame for this unfortunately lays squarely at Ms. Ballard's feet.

I also served on the school's PBIS Committee; Ms. Ballard was also on this committee. At one point this past year, at the February grade-level meeting that I chaired, several teachers had concerns with the manner in which PBIS was being rolled out- specific concerns were that there was no "oomph" behind it (a lack of enthusiasm) and that it seemed like it was an incomplete roll out, as if the committee wasn't really ready to do so. As both the 9th grade chair and a PBIS committee member, I passed this information along to the rest of the committee. Ms. Ballard's response to it was, again, a personal reaction: she claimed I had a negative attitude and that I didn't "accurately speak for the grade level," and asked the administration to have me removed as the grade-level chair. Now, my initial note was not pointing fingers; it was accepting of my own roll in things, but most importantly it was made clear that I was simply passing along the concerns of the 9th grade staff- that was something the committee needed to know if WE were to address them. Mr. Shaw rejected her request to remove me, saying instead that I was doing exactly what he asked of me and that my note was clearly not a personal attack on her or anyone else. However, all this was AFTER I was subjected to yet another emotional, personal attack- all for simply doing my job. In the end, I again received no apology, but yet another affirmation of her dedication to the school and staff. Not that I need an apology...but her not offering one clearly suggests that she felt that she did nothing wrong.

There were other issues as well: there was another big Master Scheduling issue again this year (severe enough where Mr. Shaw asked me to look over the schedule and rework what Ms. Ballard had done, taking into account teacher/grade concerns this time), and getting grades for students transferring into class was always a chore, enough that it became a consistent complain to administration. And I was certainly not the only teacher or staff member to have experienced Ms. Ballard's attacks (Denise Gibbo was one, amongst others). To me it is these continual unprofessional reactions to constructive suggestion by seasoned professionals is a bigger concern since it speaks to the attitude with which one does one's job. And, while Mr. Shaw is not perfect (he does have areas in which he could improve, most notably his visibility around the building- this is something he and I have discussed before), Ms. Ballard's job description changed 2 years ago when McCracken became an 8-9 building, and she has struggled to embrace "the high school way" of doing things. Mr. Shaw, by contrast, has not; he has made the appropriate efforts to make sure high school concerns are being addressed. Considering the requirements of the state with regards to issuing Carnegie credits, this should be an area of concern. Combined with her tendency to react emotionally and personally to constructive suggestion and change...well, I think that speaks for itself. In the end, it is detrimental to the school as a whole- it

creates a negative work environment and impedes any sense of collegiality amongst the professional staff, instead creating an "us vs. them" mentality. Definitely not a healthy atmosphere.

My apologies for the length of this note- I wanted to be thorough, but keep things confined to my own experiences. I am not happy about writing a note like this, but I think this is an issue that should be addressed in light of recent events at the school, and thus a necessity.

Thank you for your time. I hope you and yours are well.

Respectfully,

-- Scott Lusby
Instructor, English III CP
Assistant Varsity Baseball Coach
Bluffton High School
12 H.E. McCracken Circle
Bluffton, SC 29910
Email: scott.lusby@beaufort.k12.sc.us

Judy A. Venters

From: Shaw, Phillip [Phillip.Shaw@beaufort.k12.sc.us]
Sent: Wednesday, June 13, 2012 4:54 PM
To: Rosswurm, Jacqueline
Subject: Ballard supporting documents
Attachments: Ballard letter and docs.pdf

Good Evening!

Attached you will find some of the emails I gave you on Monday in addition to other supporting documents.

Thank you for taking the time to read them.

Phillip Shaw

Principal
H.E. McCracken Middle
250 McCracken Circle
Bluffton SC, 29910
Phone: 843.706.8700
Fax: 843.706.8778

"Give so much of your time to the improvement of yourself that you have no time to criticize others"
The Optimist Creed

RESPONDENT'S
EXHIBIT

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12/6/2012

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Notes from the phone conversation on 3/2

One of Annette's most recent meltdowns ... this one over Ina

Recorded by: P. Shaw

(Annette was in full melt down... This rage was even more severe than all the previous events... It was a 50 minute repetitive phone conversation in which I was trying to get her to sit down with Ina and discuss the events of the day)

Ballard's words about Ina:

... cocky ass.... Cocky ass....She is such a cocky ass... her cocky ass (She just kept repeating this phrase)

Accusation of overstepping boundaries

"She is not IQ capable of having a conversation with me"

"You guys put her in that position"

"This goes back 10 years"

"She told me no in front of students"

"She is the biggest joke in the building"

"SHE WILL NEVER TELL ME NO!!!"

"Went off in front of her mother"

"Takes counseling into her own hands"

"Makes millions of mistakes"

"Not capable"

Ballard's words to me

>>> Shaw "If I told you half of what I hear about you from the district office, you wouldn't sleep at night"<<<

RESPONDENT'S
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Irrational Confrontation on May 25th at 730am

The exact thing she counsels people to do she herself doesn't do.

I brought to her attention that everything that is going on in the building she is in the middle of.

At least 6 different times she was redirected as to state how I was no good for McCracken and she couldn't answer.* Then she said she can't fault my work or my work ethic that I am good for you.

Ballard said I have spies in the building

Wanted a survey monkey put out on me because the response would be supporting what she was saying about me.

Ballard said that I "appear" to be not helpful

Only supporting info she was able to provide was that it was her opinion that last year I didn't have to put the newsletter into Laura's mailbox

* I am not good for the spirit of McCracken was told to me over and over

My energy is bad was quoted to me. I then explained that I would never change nor would she be able to control me. I went on to tell her that she can live in the past.....time moves forward and change is inevitable....

I told her that Laura has never been written up and I don't understand why she feels she needs to speak for her.

I should not be here was told to me over and over by Ms. Ballard.

Ms. Ballard could give no info to support why I should not be here.

Truly I was astonished at her irrational behavior and in that moment I knew that she was on a negative spiral to make me so uncomfortable and create a hostile work environment. As I reflected that evening I realized she had done to me exactly what she had done to Ms. Harper several years ago with their admin assistant, Lona Patane. My integrity and character have been attacked by her and by her telling staff that she had just had it out with me. I am being harassed by the hostile work environment she has created. It is my opinion that Ms. Ballard is a bully and won't stop until she gets her way. She hides behind her friendship with Dr. Rosswurm and for years I have heard her say.....sarcastic comments in referring to her being able to call Dr. Rosswurm.

* Ballard doesn't question
Denise's work or work ethic.
He is



RESPONDENT'S
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Dear Principal,

August 15, 2012

In 2012, the State Department of Education changed the monitoring system for principal evaluations. Formerly, a district submitted an assurance form that at least 1/3 of its principals are evaluated successfully annually. As you know, Beaufort County School District's administrative rule requires evaluations of principals annually. As well, the Board of Education has a policy performance goal that stipulates annual evaluations.

The State Department of Education has changed from an assurance form to a ***Principal Evaluation Tool***, with a three level scale instead of a five-level scale. Therefore, the 2011-12 planning document that we used in fall 2011 is being revised in our summative review this month. Both documents are provided for your files.

Thanks for all you do to help children learn and lead your school toward excellence.

Sincerely,



Valerie Truesdale

RESPONDENT'S
EXHIBIT

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PRINCIPAL EVALUATION TOOL

2011-2012 SCHOOL YEAR

Principal: Phillip Shaw

Evaluator/Superintendent: Valerie Truesdale

Completion Date: August 28, 2012

Submitted Date: _____

Please answer the following questions:

YES

NO

Principal received an orientation to the Program for Assisting, Developing, and Evaluating Performance, standards and criteria, and regulations governing the principal evaluation process.	X	
Evaluator met with the principal to discuss the evaluation instrument(s) and procedures. (by September 15 or within one month of hire date).	X	
Evaluator clarified questions concerning criteria and standards.	X	
Evaluator informed principals of district expectations and requirements for data collection.	X	

Orientation Conference: August 2011

Mid Term Conference: _____

End of Year Conference: August 28, 2012

Evaluator reviewed with the principal, the completed Principal Evaluation Instrument(s).	X	
Based on identified strengths and weaknesses, and the school's strategic plan, the principal developed a professional development plan.	X	<i>done</i>
Principal received a copy of the completed evaluation instrument(s).	X	<i>Sept. 4</i>

Standard 1: Vision

A school principal is an educational leader who fosters the success of all students by facilitating the development, communication, implementation, and evaluation of a shared vision of learning that reflects excellence and equity.

Criteria: Performance criteria below describe the observed levels of proficiency for the vision standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Involves stakeholders (e.g. school and district personnel, students, families, and community members) in the development of a broad vision for the school that is compatible with the district's mission and vision. • Collaborates with stakeholders to establish goals, develop a plan, and to set priorities consistent with the vision of the school. • Communicates the school's vision, goals, plans, and priorities to staff, students, parents, and community on a regular basis. • Implements, evaluates, and refines the plan of action for achieving the school's vision. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Involves some stakeholders (e.g. school and district personnel, students, families, and community members) in the development of a broad vision for the school that is compatible with the district's mission and vision. • Collaborates with some stakeholders, or informs stakeholders about goals, plans, and priorities consistent with the vision of the school. • Communicates the school's vision, goals, plans, and priorities to staff, students, parents, and community. • Implements, evaluates, and refines selected portions of the plan of action for achieving the school's vision. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Involves few stakeholders (e.g. school and district personnel, students, families, and community members), does not have a broad vision for the school, or does not have a vision that is compatible with the district's mission and vision. • Collaborates with few stakeholders or seldom informs stakeholders about goals, plans, and priorities, or has not established goals, developed a plan, or set priorities consistent with the vision of the school. • Communicates the school's vision, goals, plans, and priorities to staff, students, parents, and community on an inconsistent basis. • Fails to implement, evaluate or refine the plan of action for achieving the school's vision. Other local criteria: _____ _____ _____

Evidence/Supporting Data: _____

Standard 2: Instructional Leadership

A school principal is an educational leader who fosters the success of all students by leading the development and alignment of the organizational, instructional, and assessment strategies that enhance teaching and learning.

- **Criteria:** Performance criteria below describe the observed levels of proficiency for the instructional leadership standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Sets and communicates high standards for curricular/instructional quality and student achievement. • Demonstrates proficiency in analyzing research and assessment data. • Ensures the use of data from state and locally mandated assessments and educational research to improve curriculum, instruction, and student performance. • Observes staff and assists in the implementation of effective teaching and assessment strategies to promote student learning. • Monitors and evaluates the effectiveness of instructional programs to promote student learning. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Generally sets and communicates high standards for curricular/instructional quality and student achievement. • Demonstrates some proficiency in analyzing research and assessment data. • Ensures the use of data from most state and locally mandated assessments and educational research to improve curriculum, instruction, and student performance. • Routinely observes staff and/or assists in the implementation of effective teaching and assessment strategies to promote student learning. • Monitors and evaluates the effectiveness of most instructional programs to promote student learning. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Rarely sets and communicates high standards for curricular/instructional quality and student achievement. • Demonstrates little proficiency in analyzing research and assessment data. • Rarely ensures the use of data from state and locally mandated assessments and educational research to improve curriculum, instruction, and student performance. • Infrequently observes staff or assists in the implementation of effective teaching and assessment strategies to promote student learning. • Rarely monitors or evaluates the effectiveness of instructional programs to promote student learning. Other local criteria: _____ _____ _____

Evaluator is required to list student achievement/student growth data used as evidence to evaluate principal performance on Standard 2: _____

9 of 13 objectives met
Attention to building a learning focused school is essential.

Academic Achievement Dashboard 2011-2012

H. E. McCracken Middle School

Strategic Plan Goal 1, Strategy 1.1., Objective 1.1.1. Task A

7. Establish and communicate clear expectations for benchmarked transitions to all stakeholders.

a) Establish national benchmark standards through value added testing program.

i. Establish benchmarks consistent with high performing schools

Measure - 70% of students meet a year's gain (Target Growth rate MAP) and will show a 7% increase of students reading On Grade Level (.5 SD below the Mean and Greater).

MAP Growth Target (70%)- Spring 2011 to Spring 2012				
	Reading	Met Goal	Math	Met Goal
Eighth	45%	no	44%	no
Objectives Met =		0		0

Total MAP Objectives Met =	0	of 2

Results Policy Performance Goal 18

The percent of students meeting the state standard on the End of Course Test on English I, Algebra I, and Biology I will meet the state's average by the year 2010 and exceed it by six percent in the year 2012. EOC goals - Increase percentages passing to 72.4 % or higher.

Projected Data

Test	Percent Passing	State	Met Goal
	2012	2012	
Algebra 1	87.1		yes
Biology 1	94.4		yes
English 1	78.8		yes
Objectives Met =			0

End of Course	% Passing	Goal	Met Goal
	2012	2012	
Algebra I	87.1	72.4	yes
Biology	94.4	72.4	yes
English I	78.8	72.4	yes
Objectives met =			3

Total EOC Objectives Met =	3	of 6

HEMM 8/22/12
Need state
EOC scores

Strategic Plan Goal 1, Strategy 1.1., Objective 1.1.1. Task A

III. Ensure that testing takes place with reliability protocols

c) Establish standard comparison between the students in Beaufort County & the performance of students at the state and national level

Measure - PACT/PASS – Students will score at the state average as measured by basic and above

Results Policy Performance Goals 8-10, 14-16

•Sixth, Seventh and Eighth Grade students will exceed the state average of students scoring Basic and Above on ELA, Math, Science and Social Studies by the year 2010 and exceed it by six percent by the year 2012.

•Sixth, Seventh and Eighth Grade students will meet the state's proficiency standard in ELA, Math, Science and Social Studies by the year 2010 and exceed it by six percent in the year 2012.

ELA	PASS - Met and Above		
	2011-2012		
	School	State	Gap
Eighth	74.1	69.8	-4.3
Objectives Met =			1

Math	PASS - Met and Above		
	2011-2012		
	School	State	Gap
Eighth	72.4	68.6	-3.8
Objectives Met =			1

Writing	PASS - Met and Above		
	2011-2012		
	School	State	Gap
Eighth	74.8	74.1	-0.7
Objectives Met =			1

Substantially Exceeds Expectations = 11 - 13 objectives met
Exceeds Expectations = 9 - 10 objectives met
Meets Expectations = 7 - 8 objectives met
Needs Improvement = 0 - 6 objectives met

Science	PASS - Met and Above		
	2011-2012		
	School	State	Gap
Eighth	86.4	75.4	-11.0
Objectives Met =			1

Social St.	PASS - Met and Above		
	2011-2012		
	School	State	Gap
Eighth	65.0	71.4	6.4
Objectives Met =			0

Total PASS Objectives Met =	4	of 5

BONUS

Met AYP 2012	yes
Palmetto Gold	
Palmetto Silver	yes
Closed Achievement GAP	
Objectives Met =	2

Total Objectives Met =	9	of 13

Standard 3: Effective Management

A school principal is an educational leader who fosters the success of all students by managing the school organization, its operations, and resources for a safe, efficient, and effective learning environment.

Criteria: Performance criteria below describe the observed levels of proficiency for the effective management standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☐ Proficient	☒ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Seeks and allocates resources to achieve school and district goals. • Plans and administers budgeting and purchasing according to all relevant local, state, and federal requirements • Screens, recommends, and assigns staff in a timely manner based on school needs, assessment data, and local, state, and federal requirements. • Manages the supervision and evaluation of staff in accordance with local, state, and federal requirements. • Implements, evaluates, and refines, as necessary, procedures for the security and safety of all personnel and students. • Ensures the maintenance of a clean and aesthetically pleasing school environment. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Often seeks, and/or adequately allocates resources to achieve school and district goals. • Plans and administers budgeting and purchasing according to most local, state, and federal requirements. • Screens, recommends, and assigns staff in a timely manner based on local, state, and federal requirements, with some use of school needs information and assessment data . • Typically manages the supervision and evaluation of staff in accordance with local, state, and federal requirements. • Implements, evaluates, and refines, as necessary, procedures for the security and safety of all personnel and students. • Ensures the maintenance of a clean and aesthetically pleasing school environment most of the time. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Rarely seeks and/or adequately allocates resources to achieve school and district goals. • Plans and administers budgeting and purchasing, with little attention to local, state, and federal requirements. • Seldom screens, recommends, and assigns staff in a timely manner based on school needs, assessment data, or local, state, and federal requirements. • Demonstrates little ability to manage the supervision or evaluation of staff in accordance with local, state, and federal requirements. • Implements, evaluates, and refines, on an inconsistent basis, procedures for the security and safety of all personnel and students. • Does not ensure the maintenance of a clean and aesthetically pleasing school environment. Other local criteria: _____ _____ _____

Evidence/Supporting Data: *Phillip must become more visible and must lead more effectively with faculty, staff and parents.*

Standard 4: Climate

A school principal is an educational leader who fosters the success of all students by advocating, nurturing and sustaining a positive school climate.

Criteria: Performance criteria below describe the observed levels of proficiency for the climate standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Initiates and maintains strategies to promote collegiality and collaboration among the staff. • Involves parents, students, and the community in efforts to create and maintain a positive learning environment. • Establishes and supervises programs that promote positive social, emotional, and intellectual growth for all students. • Establishes and enforces standards for appropriate student behavior according to local, state, and federal requirements. • Manages conflict and crisis situations in an effective and timely manner. • Deals with student misconduct in a prompt and effective manner. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Initiates and maintains strategies to promote collegiality and collaboration among the staff most of the time. • Involves some parents, students, and community members in efforts to create and maintain a positive learning environment. • Establishes and adequately supervises programs that promote positive social, emotional, and intellectual growth for all students. • Establishes and typically enforces standards for appropriate student behavior according to local, state, and federal requirements. • Manages conflict and crisis situations in an effective and timely manner the majority of the time. • Usually deals with student misconduct in a prompt and effective manner. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Misses opportunities to initiate or maintain strategies to promote collegiality and collaboration among the staff.. • Involves few parents, students, or the community in efforts to create and maintain a positive learning environment. • Does not establish or adequately supervise programs that promote positive social, emotional, and intellectual growth for all students. • Neglects to establish or consistently enforce standards for appropriate student behavior according to local, state, and federal requirements. • Rarely manages conflict and crisis situations in an effective and timely manner. • Infrequently deals with student misconduct in a prompt and effective manner. Other local criteria: _____ _____ _____

Evidence/Supporting Data: _____

Standard 5: School/Community Relations

A school principal is an educational leader who fosters the success of all students by collaborating effectively with stakeholders.

Criteria: Performance criteria below describe the observed levels of proficiency for the school/community standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Develops an effective and interactive communications plan and public relations program. • Participates in school community activities. • Involves staff, parents, community, and students in needs assessment, problem solving, and decision making for school improvement. • Responds to diverse community interests and needs. • Creates and sustains a variety of opportunities for parent and community involvement in school activities. • Collaborates with staff to develop effective strategies for parents and the community to support students' learning. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Develops a somewhat effective and interactive communications plan and public relations program. • Participates in selected school community activities. • Involves some staff, parents, community, and students in needs assessment, problem solving, and decision making for school improvement. • Responds to diverse community interests and needs in most cases. • Creates and sustains some opportunities for parent and community involvement in school activities. • Collaborates with staff to develop strategies for parents and the community to support students' learning. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Does not develop an effective and interactive communications plan and public relations program. • Rarely participates in school community activities. • Inconsistently involves staff, parents, community, and students in needs assessment, problem solving, or decision making for school improvement. • Rarely considers diverse community interests and needs. • Misses opportunities for involving parents and the community in school activities. • Seldom collaborates with staff to develop strategies for parents and the community to support students' learning. Other local criteria: _____ _____ _____

Evidence/Supporting Data: Responsiveness to parents is
essential: customer service
focus is needed.

Standard 6: Ethical Behavior

A school principal is an educational leader who fosters the success of all students by demonstrating integrity, fairness, and ethical behavior.

Criteria: Performance criteria below describe the observed levels of proficiency for the ethical behavior standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Works within professional and ethical guidelines to improve student learning and to accomplish school and district goals. • Models respect, understanding, sensitivity, and appreciation for all people. • Adheres to local, state, and federal requirements. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Typically works within professional and ethical guidelines to improve student learning and to accomplish school and district goals. • Models respect, understanding, sensitivity, and appreciation in most circumstances. • Adheres to local, state, and federal requirements Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Inconsistently works within professional and ethical guidelines to improve student learning and to accomplish school and district goals. • Inconsistently models respect, understanding, sensitivity, and appreciation for all people. • Usually adheres to local, state, and federal requirements. Other local criteria: _____ _____ _____

Evidence/Supporting Data: _____

Standard 7: Interpersonal Skills

A school principal is an educational leader who fosters the success of all students by interacting effectively with stakeholders and addressing their needs and concerns.

Criteria: Performance criteria below describe the observed levels of proficiency for the interpersonal skills standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☒ Exemplary	☐ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Demonstrates respect for others. • Elicits and responds to feelings, needs, concerns, and perceptions of others to build mutual understanding. • Communicates effectively with stakeholders to support school and district goals. • Recognizes and effectively uses skills and strategies for problem solving, consensus building, conflict resolution, stress management, and crisis management. • Uses appropriate oral and written communication skills. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Demonstrates respect for others with few exceptions. • Typically elicits and responds to feelings, needs, concerns, and perceptions of others to build mutual understanding. • Typically communicates effectively with stakeholders to support school and district goals. • Generally recognizes and effectively uses skills and strategies for problem solving, consensus building, conflict resolution, stress management, and crisis management. • Uses appropriate oral and written communication skills on most occasions. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Inconsistently demonstrates respect for others. • Seldom elicits and responds to feelings, needs, concerns, and perceptions of others to build mutual understanding. • Usually does not communicate effectively with stakeholders to support school and district goals. • Inconsistently recognizes or uses skills and strategies for problem solving, consensus building, conflict resolution, stress management, and crisis management. • Oral and/or written communication skills hinder effective interactions with stakeholders. Other local criteria: _____ _____ _____

Evidence/Supporting Data: *Phil has an engaging personality and can lead effectively when he focuses on the task.*

Standard 8: Staff Development

A school principal is an educational leader who fosters the success of all students by collaborating with school and district staff to plan and implement professional development activities that promote the achievement of school and district goals.

Criteria: Performance criteria below describe the observed levels of proficiency for the staff development standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Collaborates with staff to create and implement a plan for a variety of relevant staff development activities that promote the achievement of school goals and staff growth. • Uses data related to the achievement of school goals and staff growth as the basis for evaluating the success of the staff development plan. • Encourages staff to set goals for professional growth. • Shares effective teaching strategies and uses coaching skills to encourage professional growth. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Collaborates with staff to create and implement a plan for a variety of relevant staff development activities that promote the achievement of school goals and staff growth. • Generally uses data related to the achievement of school goals and staff growth as the basis for evaluating the success of the staff development plan. • Typically encourages staff to set goals for professional growth. • Usually shares effective teaching strategies and uses coaching skills to encourage professional growth. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Collaborates with staff to create and implement a staff development plan, however, the plan does not contain activities relevant to the achievement of school goals and staff growth. • Uses limited data or does not use data related to the achievement of school goals and staff growth as the basis for evaluating the success of the staff development plan. • Inconsistently encourages staff to set goals for professional growth. • Sometimes shares effective teaching strategies and uses coaching skills to encourage professional growth. Other local criteria: _____ _____ _____

Evidence/Supporting Data: Development of the team, building professional learning community is an essential focus this year.

Standard 9: Principal's Professional Development

A school principal is an educational leader who fosters the success of all students by using available resources and opportunities for professional growth.

Criteria: Performance criteria below describe the observed levels of proficiency for the principal's professional development standard. Criteria within each level allow for variances in degrees of proficiency on the standard. Districts may choose to list additional local criteria.

☐ Exemplary	☒ Proficient	☐ Improvement Needed
The principal's performance is characterized by <u>most</u> of the following: • Develops and implements an appropriate plan for professional development consistent with school and district goals. • Establishes and maintains a professional network with other administrators. • Complies with district and state professional development requirements. • Participates in staff development activities to understand the complex role of teaching and effective instructional practices. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Develops and implements a plan for professional development. • Establishes and maintains a limited professional network with other administrators. • Complies with district and state professional development requirements. • Typically participates in staff development activities to understand the complex role of teaching and effective instructional practices. Other local criteria: _____ _____ _____	The principal's performance is characterized by <u>most</u> of the following: • Develops and implements an inappropriate plan for professional development. • Does not establish or maintain a professional network with other administrators. • Complies with district and state professional development requirements some of the time. • Infrequently participates in staff development activities to understand the complex role of teaching and effective instructional practices. Other local criteria: _____ _____ _____

Evidence/Supporting Data: Phil needs to model professional development and data analysis.

Principal Summative Evaluation Form 2011-12

Principal's Name: Phillip Shaw

School Year: 2011-12

School: H.E. McCracken Middle

District: Beaufort County School District

PERFORMANCE STANDARD	RATING PROFILE		
	EXEMPLARY	PROFICIENT	IMPROVEMENT NEEDED
1. Vision		✓	
2. Instructional Leadership		✓	
3. Effective Management			✓
4. Climate		✓	
5. School/Community Relations		✓ —	
6. Ethical Behavior		✓	
7. Interpersonal Skills	✓		
8. Staff Development		✓ —	
9. Principal's Professional Development		✓ —	
OVERALL RATING		✓	

5 4 (3) 2 1

Signature of Principal

Date

Signature of Evaluator

Date

NOTE: The signature of the principal above indicates that the evaluation has been reviewed with her/him. It does not imply agreement with the evaluation.

Pre-Planning Goals 2012-13

Name of Principal: Phillip Shaw

Commendations for 2011-12 and/or Recommendations for 2012-13:

Commendations: Phillip's school posts strong test scores. He could achieve an Excellent rating at HEMMS with a laser like focus on learning and responsiveness to staff and parents.

Signature of Principal

Date

Thurston

Signature of Evaluator

8.28.12

Date

2009 - 2012 PASS: % of Students Scoring Met and Above

		2009			2010			2011			2012		
		BCSD	STATE	GAP to STATE	BCSD	STATE	GAP to STATE	BCSD	STATE	GAP to STATE	BCSD	STATE	GAP to STATE
Grade 3	Writing	64.8	68.9	-4.1	65.5	71	-5.5						
	ELA	73.4	78.0	-4.6	77.3	80.7	-3.4	78.1	80	-1.9	79.8	80.3	-0.5
	Math	59.8	67.1	-7.3	64.4	70	-5.6	69.1	70.4	-1.3	71.8	72.6	-0.8
	Science	58.6	61.6	-3	48.4	55.7	-7.3	58.2	60.8	-2.6	59.2	60.7	-1.5
	Social Studies	63.0	74.4	-11.4	61.3	73.2	-11.9	72.2	76.6	-4.4	70.3	74.6	-4.3
Grade 4	Writing	66.5	70.1	-3.6	69.1	72.3	-3.2						
	ELA	71.9	75.6	-3.7	75.6	76.5	-0.9	77.6	78	-0.4	77.7	78.2	-0.5
	Math	76.5	76.8	-0.3	77.9	76.7	1.2	82.5	79.4	3.1	79.5	78.4	1.1
	Science	68.0	68.7	-0.7	66.7	69.3	-2.6	69.1	70.9	-1.8	72.5	73.8	-1.3
	Social Studies	78.4	79.8	-1.4	73.7	76.2	-2.5	77	77.1	-0.1	79.9	80.9	-1
Grade 5	Writing	74.1	73.2	0.9	73.1	74.5	-1.4	77.5	77.7	-0.2	71.7	73.5	-1.8
	ELA	80.3	80.0	0.3	77.9	78.1	-0.2	79.8	78.3	1.5	75.6	76.5	-0.9
	Math	71.6	73.5	-1.9	71.6	71.3	0.3	77.6	75.3	2.3	76.4	76.1	0.3
	Science	67.5	68.3	-0.8	63.6	66	-2.4	64.8	64.9	-0.1	68.7	71.7	-3
	Social Studies	64.9	70.0	-5.1	66.3	66.1	0.2	69.9	70.4	-0.5	70.8	69.9	0.9
Grade 6	Writing	69.6	70.3	-0.7	71.1	71.9	-0.8						
	ELA	69.4	71.7	-2.3	70.8	72.2	-1.4	71.3	70.2	1.1	69.2	69.7	-0.5
	Math	65.9	70.3	-4.4	69.2	70.3	-1.1	73.3	72.5	0.8	72.6	73.6	-1
	Science	58.2	64.0	-5.8	55.9	60.9	-5	63.3	64.9	-1.6	61.6	66.1	-4.5
	Social Studies	80.9	79.6	1.3	79.3	79.4	-0.1	75.7	77.6	-1.9	76.4	77.8	-1.4
Grade 7	Writing	71.7	70.1	1.6	69.5	69.7	-0.2						
	ELA	68.8	68.7	0.1	70.2	69.2	1	70.5	68.4	2.1	71.1	71.4	-0.3
	Math	68.6	69.4	-0.8	67.5	67	0.5	73.1	69.7	3.4	72	71.6	0.4
	Science	69.0	71.1	-2.1	75.9	73.4	2.5	70	71.7	-1.7	71.7	74.8	-3.1
	Social Studies	61.8	60.2	1.6	64	62	2	63	63.4	-0.4	67.1	68.7	-1.6
Grade 8	Writing	66.4	68.2	-1.8	73.7	71.9	1.8	68.5	67.8	0.7	71.4	74.1	-2.7
	ELA	65.7	67.5	-1.8	64.6	63.7	0.9	70.7	67.8	2.9	70.2	69.8	0.4
	Math	61.4	62.7	-1.3	63.7	63.4	0.3	70.8	69.5	1.3	66.8	68.6	-1.8
	Science	63.6	62.3	1.3	66.8	67.7	-0.9	73.7	70.1	3.6	76.8	75.4	1.4
	Social Studies	66.9	69.6	-2.7	69.8	68.8	1	70	71.9	-1.9	61.8	71.4	-9.6

6 of 30

11 of 30

11 of 26

6 of 26

ESSENTIAL AGREEMENTS

Our goal as a Leadership Team, comprised of school principals and district leaders, is to create a common vision, articulated by a common language, accomplished through common goals, based on common sense.

We embrace these *Essential Agreements* and pledge to:

Make all decisions in the best interest of students

Insist on high expectations for all

Be as transparent as possible

Treat all with respect and dignity

Provide and promote safe and secure learning environments

Consciously work to build and sustain trust

Involve others in decision-making process

Build parent and community involvement in schools and district

Support initiatives with resources to guarantee a viable curriculum

Ensure vertical and horizontal communication

Use data to inform and drive decisions

Provide high-quality, relevant, sustained professional development based on best practices

Address poor performance in employees, and

Raise the bar collaboratively.

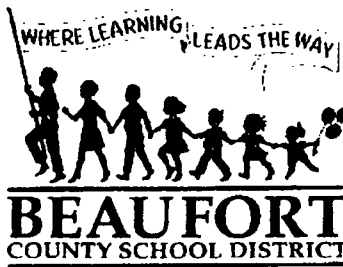
Developed by the Leadership Team, comprised of principals, senior staff, directors and coordinators, of Beaufort County School District, July 2008; affirmed December 2008, July 2009, July 2010 and March 2012, with slight edits. BCSD leaders agree to practice and uphold these Essential Agreements during the 2011-12 school year and to re-visit the Agreements in August 2012.

Students with IEP's Suspended for More Than 10 Days

School	Before Verification			After Verification		
	ISS	OSS	Total	ISS	OSS	Total
Battery Creek High	0	3	3	0	2	2
Beaufort High	0	4	4	0	4	4
Hilton Head Island High	0	1	1	0	0	0
Beaufort Middle	0	2	2	0	*2	2
H. E. McCracken Middle	9	2	11	10	0	10
Hilton Head Island Middle	5	2	7	5	2	7
Lady's Island Middle	6	5	11	6	4	10
Robert Smalls Middle	0	2	2	0	1	1
Whale Branch Middle	2	0	2	2	*1	1
Mossy Oaks Elementary	0	2	2	0	2	2

*One student at each of these schools was not listed on the original lists. Both were transfer students who attended a partial year at the current school.

Pritchardville and Bluffton High received spreadsheets but did not have and students had more than 10 days of suspensions. Both had 2 students with only 10 days. These schools were removed from the list.



September 5, 2012

Phillip Shaw
H.E. McCracken Middle
250 H.E. McCracken Circle
Bluffton, SC 29910

Dear Phillip,

Thank you for meeting with Dr. Rosswurm, Dr. Rhoads, Mr. McCord and me recently to review progress toward goals in 2011-12 at H.E. McCracken Middle. We reviewed Essential Agreements that guide our work as a professional learning community of school and district leaders.

At our meeting, we discussed support you might need for the 2012-13 school year to reach goals. We commended you for exceeding expectations with 9 of 13 academic objectives met. Strong student achievement is a hallmark of H.E. McCracken Middle School. This year, we expect you to increase visibility, improve management of the school, and increase customer-focused service. Continuing to grow with the faculty as you introduce ideas and lead change will be a challenge. Feel free to rely on resources such as content coordinators in the Instructional Services Division to assist in building strong learning culture. Consider visiting other high performing middle schools to see excellent learning environments that are data driven and purposeful in leading academic improvement. We have faith in your ability to lead McCracken to Excellence.

I appreciate your time, energy and talents focused on children. Please know that I value you and your professionalism as a colleague and team member. I am immensely proud of you and the leadership you bring to our children and staff.

Sincerely,

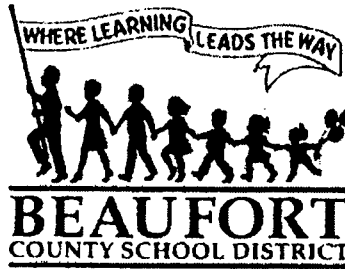
A handwritten signature in cursive script that reads "Valerie".

Valerie Truesdale, Ph.D.
Superintendent

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

RESPONDENT'S
EXHIBIT

15



November 12, 2012

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

Phillip Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

This is written in follow-up to our meeting of November 8, 2012. Also present for the discussion was Acting Superintendent Jackie Rosswurm. You will recall that Dr. Rosswurm advised you of your placement on administrative leave with full pay and benefits effective immediately due to concerns regarding your whereabouts during school hours, veracity about the same, and failure to comply with District Office administrative directives.

As explained, a full inquiry regarding these matters will be conducted. I am uncertain when this investigation will be concluded; however, the administration will move forward as expeditiously as possible. In the meantime, you are not to return to McCracken Middle School for any reason or to attend any school-related functions without prior, express permission from Dr. Rosswurm or me. Further, since it will be necessary for the administration to contact you as part of its inquiry, I ask that you remain available by telephone during normal school/work hours, i.e., between 7:15 a.m. until 4:00 p.m., while on administrative leave. As I understand it, your mobile number is 843-816-1850. Please let me know immediately if this contact number is incorrect.

Finally, in your best interest, I strongly advised you not to have direct or indirect contact with any of your faculty and staff members, students, and/or their parents while on paid administrative leave.

If you have questions or concerns regarding this situation, feel free to contact me.

Sincerely,

Alice W. Walton
Director of Certified Personnel and Teacher Quality

AGENCY I.D.
SC0070200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER

201200003003

NCIC

INC. ENT.

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM	
1. N21 - SUSPICIOUS ACTIVITY				☒ YES ☐ NO	☐ YES ☐ NO	53		☐ Individual ☐ Business ☐ Financial Inst. ☒ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.	
2.				☐ YES ☐ NO	☐ YES ☐ NO				
3.				☐ YES ☐ NO	☐ YES ☐ NO				
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)						ZIP CODE	WEAPON TYPE		
250 HE MCCrackEN CIRCLE, HE MCCrackEN MIDDLE SCHOOL, BLUFFTON SC						29910			
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO.		
11/27/2012	0800		11/27/2012	0830	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME	
					11/30/2012	0900	0900	0945	
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
BARROW, CHRISTOPHER ROBERT				#1	#2	#3	U	S	O
ADDRESS				CITY		STATE	ZIP CODE	LOCATION NO.	
1300 KING ST				BEAUFORT		SC	29901	6104	
VICTIM'S NAME (LAST, FIRST, MIDDLE)				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
H.E. MCCrackEN MIDDLE				#1	#2	#3	J	S	O
HEIGHT				WEIGHT		HAIR	EYES	FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.	
ADDRESS				CITY		STATE	ZIP CODE	LOCATION NO.	
250 HE MCCrackEN CR				BLUFFTON		SC	29910	6104	
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -									
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.									
☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED ☐ J - This Jurisdiction S - State O - Out of State U - Unknown									
SUBJECT NAME (LAST, FIRST, MIDDLE)				RACE		SEX	AGE	ETH.	DATE OF BIRTH
PERSON, UNKNOWN/UNTRACKED				U		U	00	U	
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.									
ADDRESS				CITY		STATE	ZIP CODE	LOCATION NO.	
SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK. ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO									
DATE/TIME OF OFFENSE 11/27/2012 0800 DATE/TIME OF ARREST									
DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE: TOTAL # ARRESTED 0									

Offenses:
SUSPICIOUS ACTIVITY

Synopsis: On Friday, November 30, 2012, I met with Chrs Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. Upon meeting with Chrs Barrow the following information was obtained.

RESPONDENT'S
EXHIBIT

17

P R O P E R T Y				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
TYPE (GROUP)								TOTAL VALUE			
Burned											
Count./Forged											
Dest./Damaged											
Recovered											
Seized											
Stolen											
Unknown											
SUBJECT IDENTIFIED				SUBJECT LOCATED				☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED			
☐ YES ☒ NO				☐ YES ☒ NO				☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE:				1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY							
REPORTING OFFICER(S)				DATE				UNIT NUMBER			
LT. J. BABKIEWICZ				11/30/2012				B9709			
				APPROVING OFFICER				DATE			
				Babkiewicz - JC				11/30/2012			
								UNIT NUMBER			
								15124			

AGENCY I.D.
SC0070200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER

201200003003

NCIC

INQ. ENTD.

E V E N T	INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM		
	1. N21 -SUSPICIOUS ACTIVITY				☒ YES ☐ NO	☐ YES ☐ NO	53		☐ Individual ☐ Business ☐ Financial Inst. ☒ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.		
	2.				☐ YES ☐ NO	☐ YES ☐ NO					
	3.				☐ YES ☐ NO	☐ YES ☐ NO					
V I C T I M	INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)						ZIP CODE	WEAPON TYPE			
	250 HE MCCracken CIRCLE, HE MCCracken MIDDLE SCHOOL, BLUFFTON SC						29910				
	INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK		LOCATION NO			
	11/27/2012	0800		11/27/2012	0830	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME		
					11/30/2012	0900	0900	0945	6104		
	COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE	ETH	
	BARROW, CHRISTOPHER ROBERT			AQ		☒ S ☐ O ☐ U	W	M	54	N	
	ADDRESS			CITY		STATE	ZIP CODE	LOCATION NO.			
	1300 KING ST			BEAUFORT		SC	29901	8104			
	VICTIM'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE	ETH	
H.E. MCCracken MIDDLE					☒ S ☐ O ☐ U						
HEIGHT			WEIGHT			HAIR			EYES		
FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.											
ADDRESS					CITY		STATE	ZIP CODE	LOCATION NO.		
250 HE MCCracken CR					BLUFFTON		SC	29910	8104		
VISIBLE INJURY (VICT. 1) ☐ YES ☒ NO EXPLAIN -											
VICTIM (NO. 1) USING: ALCOHOL: ☐ YES ☒ NO ☐ UNK. DRUGS: ☐ YES ☒ NO ☐ UNK.											
☐ TWO-MAN VEH ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ ALONE ☐ ASSISTED ☐ J - This Jurisdiction S - State O - Out of State U - Unknown											
S U B J E C T	☐ SUSPECT					SUBJECT NAME (LAST, FIRST, MIDDLE)		RACE	SEX	AGE	ETH.
	☐ RUNAWAY					PERSON, UNKNOWN/UNTRACKED		U	U	00	U
	☐ WANTED					FACIAL HAIR, SCARS, TATOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.					
	☐ WARRANT					ADDRESS					
	☐ ARREST					CITY		STATE	ZIP CODE	LOCATION NO.	
# 1	☐ JAIL					SUBJECT (NO. 1) USING: ALCOHOL: ☐ YES ☐ NO ☒ UNK.		ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO		DATE/TIME OF OFFENSE	
	☐ SUMMONS					DRUGS: ☐ YES ☐ NO ☒ UNK. TYPE:		TOTAL # ARRESTED		DATE/TIME OF ARREST	
						0		11/27/2012		0800	
N A R R A T I V E	Offenses: SUSPICIOUS ACTIVITY										
	Synopsis: On Friday, November 30, 2012, I met with Chris Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. Upon meeting with Chris Barrow the following information was obtained.										

ORIGINAL

				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
P R O P E R T Y	TYPE (GROUP)										TOTAL VALUE
	Burned										
	Count/Forged										
	Dest./Damaged										
	Recovered										
	Seized										
Y	Stolen										
	Unknown										
A D M I N I S	SUBJECT IDENTIFIED		SUBJECT LOCATED		☒ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18		
	☐ YES ☒ NO		☐ YES ☒ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER		
	REASON FOR EXCEPTIONAL CLEARANCE. 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO CUSTODY										
	REPORTING OFFICER(S)		DATE		UNIT NUMBER		APPROVING OFFICER		DATE		UNIT NUMBER
LT. J. BABKIEWICZ		11/30/2012		B9709		Babkiewicz, J		11/28/12		15170	

I.D.
70200

BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT

CASE NUMBER										NCIC			
										INQ.	ENTD		
2	0	1	2	0	0	0	0	3	0	0	3		

Observation of scene: I met with the complainant, Chris Barrow at the Bluffton Police Department. An account slip was located at 250 HE McCracken Way, HE McCracken Middle School, Bluffton, South Carolina. The account information contained the name of HE McCracken Middle School, however, the address was that of an employee, Denise Gibbo, of the middle school. The address on the account is 10 Stonehedge Way which is the last listed address for Gibbo.

Interview with complainant:
Chris Barrow
1300 King Street, Beaufort, SC
843-322-0777

Barrow stated that he was currently investigating an reports of policy violations with the principal from HE McCracken Middle School, Principal Shaw and his secretary Denise Gibbo. Barrow stated that while he was going through Shaw's office he did not notice anything to appear suspicious in nature. Barrow stated that on November 27, 2012 Annette Ballard provided the school District with a bank statement from SCBT. Ballard informed the school District that Denise Gibbo had left the bank statement on her desk. Barrow stated that the Bank Account on the statement was in the name of HE McCracken Middle School. However, the address on the account was not the same address of the school. Barrow stated that he believes the address may be an employee of the school.

Barrow stated that the school district spoke with Principal Shaw regarding this account. Principal Shaw reported that he did not know anything about the account. Barrow stated that Principal Shaw was supposed to find out about the account and let them know, however, they have not heard back from him. Barrow stated the account is suspicious in nature because it does not have the proper address on the account for the Middle School.

Barrow stated that members from the school District contacted SCBT and spoke with Dennis Chapman 803-531-9201. Barrow stated that Chapman advised them that the account has been open since 1999. Chapman advised them that the account was still active but could not release any further information on the account without a court order. Barrow provided me with a copy of the account that was given to him as well as a copy of a check that appears to be written out by Kelly Vannini. This information has been attached to this report.

Officers Actions: On Friday, November 30, 2012, I met with Chris Barrow, the Protective Services Coordinator for the Beaufort County School District in reference to a suspicious account found at HE McCracken Middle School. I received a copy of the account information as well as a check that was written by Kelly Vannini. I checked the address on the SCBT Account (10 Stonehedge Way, Bluffton, South Carolina) through in house records and it showed that it belonged to Denise Gibbo. A copy of the Bluffton Police Department in house records has been attached to this report. A supplemental report will follow once contact is made with Vannini and Gibbo to determine where this account came from.

				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
P	TYPE (GROUP)						TOTAL VALUE
R	Burned						
O	Count/Forged						
P	Dealt/Damaged						
	Recovered						
	Seized						
f	Stolen						
Y	Unknown						
A	SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ ADM. CLOSED	☐ ARRESTED UNDER 18	☐ EX-CLEAR UNDER 18
D					☐ UNFOUNDED	☐ ARRESTED 18 AND OVER	☐ EX-CLEAR 18 AND OVER
M	REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY						
I	REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE
N	LT. J. BABKIEWICZ		11/30/2012	89709			872
S							

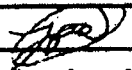
INCIDENT REPORT SUPPLEMENTAL

Page #: 1

Case Number: 201200003003

Officer: B9709 BABKIEWICZ, J.

Date Entered/Changed: 12/04/2012

Reviewer: 

Review Date: 12-4-12

DETAILED STATEMENT OF INVESTIGATION: On Friday, November 30, 2012 I was assigned as lead investigator to Bluffton Police Case 201200003003.

On Monday, December 3, 2012 I contacted Dennis Chapman from SBCT Fraud and security Department. Chapman advised me that the account was placed on hold at this time. Chapman stated that I could send him a subpoena and receive all necessary documents regarding the account that was in HE McCracken Middle School's name.

On Monday, December 3, 2012 I went to 10 Stonehedge Way, Bluffton, South Carolina to meet with Denise Gibbo, however she was not home at the time.

On Monday, December 3, 2012 I spoke with SRO Creason (SRO of HE McCracken Middle School) regarding the account that was found. SRO Creason advised me that he had heard the account was related to PTO. SRO Creason stated that he would continue with an investigation to help assist me in determining where this account had come from.

On Monday, December 3, 2012 Denise Gibbo contacted me over the phone. Gibbo stated that the account that was in question is a PTO account that was handed over to her by Theresa Barber (previous PTO member). Gibbo stated that she has never written a check from the account. Gibbo stated that there have been several checks written from the account since she has taken it over, however, the school members would complete the checks themselves. Gibbo stated that she was simply the book keeper for this account. Gibbo stated that the account used to have Barber's personal address on the account and she has records to show that. Gibbo stated that after she had taken over the account she changed the address to her personal address. Gibbo stated that she still has all records regarding the account and she would be willing to bring this information into me on Tuesday, December 4, 2012.

On Monday, December 3, 2012 at approximately 1830 hours Chris Barrow contacted me and informed me that Sonya Merrick the individual who presented the account information to the School District, not Annette Ballard as originally reported. Barrow informed me that he had just found that out from members from the School District. Barrow also stated that the School District just provided him with statements from some individuals regarding the account. Barrow stated that he had not seen these statements before today. Barrow stated that he would make a copy of the statements and bring them to me at the Bluffton Police Department on Tuesday, December 4, 2012.

On Tuesday, December 4, 2012 at approximately 0830 hours I met with Denise Gibbo at the Bluffton Police Department. Gibbo provided me with copies of the account prior to her having any control of the account. The account shows that there were two personal addresses on the account which were the following:

4 Lansmere Place, Bluffton, South Carolina- This address belongs to Theresa Covert and dated back to 05/31/2011
45 Mayfair Drive, Bluffton, South Carolina- This is the old address that belonged to Theresa Covert and dated back to 08/31/2009

Both of these statements had HE McCracken Middle School listed on the account, however, had personal addresses of the person running the account. These statements have been attached to this report.

On Tuesday, December 4, 2012 at approximately 0900 hours I met with Chris Barrow. Barrow provided me with the statements that he had received from the night before. These statements were written by Alberta Williams, Sonia Merrick, and Dawn Sumner.

In Alberta Williams statement she states that she is the book keeper for the HE McCracken Middle School. Williams confirms that last year a check was cashed for the student council trip to Carowinds. Williams stated that the check had the school's name on it and that student council had actually opened a checking account in the school's name. Williams stated that she mentioned this account to Mr. Shaw and Denise Gibbo, however, they did not seem to be interested so she walked out of the office. Williams stated that she then made her deposits for the day and nothing was ever said about the account. This statement has been attached to this report.

In a statement made by Dawn Sumner she states that she was involved in Student Council since 2008. Sumner stated that monies in 2009 went through Theresa Barber a PTO Parent. Sumner stated that after Barber had moved she began placing the money with Barbara Williams. Sumner stated that there were some personality clashes while working with Williams. She did not want the responsibility of the monies any longer. Sumner stated that she gave the account to Denise Gibbo for safe keeping. Sumner stated that when council needed money (and it was approved) they would give the receipts to Denise Gibbo for filing purposes and the money was then granted. This statement has been attached to this report.

In a statement made by Sonia Merrick it states that as they made money from fundraisers for student council she was instructed by Mr. Shaw to hand all money over to Denise Gibbo so she could deposit it into the PTO account. Merrick stated that when she needed money she would check with Mr. Shaw and then be issued the requested money from Denise

INCIDENT REPORT SUPPLEMENTAL

Page #: 2

Case Number: 201200003003

Officer: B9709 BABKIEWICZ, J. Date Entered/Changed: 12/04/2012 Reviewer: Review Date:

time to run to the bank all the time. Merrick stated that after that statement she began to go to Williams and giving her the money for the account. This statement has been attached to this report.

Based upon the documentation provided to me by Denise Gibbo, statement made by Gibbo, and statements made by Williams, Sumner, and Merrick I concluded that this was an account that was set up for Student Council at the H.E. McCracken Middle School. There was no fraudulent activity found involving Denise Gibbo or any other employee with the Beaufort County School District. I request this case be closed as there was no criminal activity that occurred.

**BLUFFTON POLICE DEPARTMENT
INCIDENT REPORT**

CASE NUMBER										NCIC			
2	0	1	2	0	0	0	0	3	0	0	3	INQ.	ENTD.

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				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)							TOTAL VALUE
Burned							
Count / Forged							
Steel / Damaged							
Used							
Unknown							
SUBJECT IDENTIFIED ☐ YES ☒ NO		SUBJECT LOCATED ☐ YES ☒ NO		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER	
						☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER	
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY							
REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER		DATE	UNIT NUMBER
T. J. BABKIEWICZ		11/30/2012	B8709				875



SCBT, N.A.
P. O. BOX 100115
COLUMBIA SC 29202

TELEPHONE: 800-277-2175

001 00083 01
ACCOUNT:

PAGE: 1
650003528 05/31/2012

4477 1 AT 0.374 *****AUTO**3-DIGIT 299
004477
H E MCCracken MIDDLE SCHOOL
10 STONEHEDGE WAY 333333
BLUFFTON SC 29910-9528 4477
16

837-2100
30
0
1

John
Barrett

Sherry McKinley

COMMUNITY CHECKING ACCOUNT 650003528

MINIMUM BALANCE	2,377.70	LAST STATEMENT 04/30/12	3,665.70
AVG AVAILABLE BALANCE	2,460.79	1 CREDITS	.02
AVERAGE BALANCE	2,460.79	1 DEBITS	1,288.00
		THIS STATEMENT 05/31/12	2,377.72

DESCRIPTION	DATE	AMOUNT
INTEREST	05/31	.02

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
1512 05/03 1,288.00		

AVERAGE LEDGER BALANCE:	2,460.79	INTEREST EARNED:	.02
AVERAGE AVAILABLE BALANCE:	2,460.79	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.02	ANNUAL PERCENTAGE YIELD EARNED:	.01%
INTEREST PAID 2012:	.14		

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
05/03 2,377.70	05/31 2,377.72	

- END OF STATEMENT -

Surprising Activity
2012 3003

Annex
Ballard

sent text
and
this copy
1st on her
desk by
Gibo
Dennis 876
shaw

Denise



U.S. DEPARTMENT OF EDUCATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20540
4/29/12
Pay to the order of: H E McCracken Middle School \$1,268.00
Pay to the order of: H E McCracken Middle School \$1,268.00
For Deposit Only - No Cash Payment
Nelly Karamani

05/03/2012 - 1512 - \$1,268.00

row, Chris

From: 8438122442@vzwpix.com
Sent: Thursday, November 29, 2012 2:04 PM
Attachments: primary_text.txt

*** eSafe scanned this email for malicious content ***

*** IMPORTANT: Do not open attachments from unrecognized senders ***

7-812-2112

Anneke Ballard

primary_text
Fyi....in case u don't have this piece. His wife was previously PTO
president....we haven't had a viable PTO since. Not sure where those funds ended up.

CK # 1509

MISCELLANEOUS PAYMENT RECPT#: 3258017
BEAUFORT COUNTY SCHOOL DISTRICT
2900 MINK POINT BLVD
BEAUFORT SC 29901

DATE: 05/19/11 TIME: 15:00
CLERK: abw9243 DEPT:
CUSTOMER#: 0

COMMENT:

CHG: 230088 FIELD TRIPS 1200.00

AMOUNT PAID: 1200.00

PAID BY: H.B. MCCracken MIDDLE PTO
PAYMENT METH: CHECK

1509
REFERENCE: STUDENT COUN

AMT TENDERED: 1200.00
AMT APPLIED: 1200.00
CHANGE: .00

Theresa Barber

MEMO

Date: January 8, 2013

ROBERT LEE LOLIK

Psychotherapist/MSW

HILTON HEAD
HEALTH & WELLNESS

2 Marshland Rd.
Hilton Head Is., SC
29926

Phone: 843 683-3311

Fax: 843 686-3009

Email: rllolik@hugobon.com

To: Rosella Robinson, HR Benefits Coordinator

From: Robert Lolik, LISW-CP, ACSW, BCD

Re: Philip C Shaw, DOB: 1/11/ 1970

Dear Ms. Robinson,

Philip Shaw was seen in my practice today. My clinical interview provided a psychosocial assessment and diagnostic conclusion. Mr. Shaw is obviously suffering from work-related stressors that have evolved into complex ethical and legal matters and are career threatening. He was also seen by his physician today and was determined to have excessively high blood pressure and anxiety. He reports that his doctor said a few more points and she would have taken him to the Emergency Room. He was prescribed high blood pressure medication and an anti-anxiety agent. He most assuredly meets the criteria for: Adjustment Disorder With Mixed Emotional Features Anxiety and Depression, 309.28, and rule out Anxiety Disorder, 300.00.

Mr. Shaw will continue in psychotherapeutic treatment for an indeterminate length of time. He, of course, is not able to work currently and should be eligible for sick leave or family leave during this indeterminate period of time.

If I can be of any further assistance please contact me by fax or phone with patient's written authorization. Thank you for your time and consideration.

sincerely,

Robert Lee Lolik, LISW-CP

Robert Lee Lolik, LISW-CP, ACSW, BCD

RESPONDENT'S
EXHIBIT

18



**Certification of Health Care Provider
(Family and Medical Leave Act of 1993)**

1. Employee's Name Phillip Shaw
2. Patient's Name (If different from employee) _____
3. Page 3 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.
(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____, or None _____
4. Describe the medical facts, which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories: Psychological dysfunction as exhibited by symptoms of Diagnosis: Adjustment Disorder - Mixed Emotional features anxiety + Depression 309.25, + rule out Anxiety Disorder 300.00. Dysfunctional symptoms precipitated by pt's experience of perceived unjust, hostile + retaliatory, career threatening work environment.
5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's incapacity if different):
11-9-2012 probably 12 wks or longer
- b. Will it be necessary for the employee to take off work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?
No, unable to work at all in current Education Administration structure as negatively perceived by patient.
1. If yes, give the probable duration: _____
- c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:
NA
6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.
2 - 4 times a mo.
1. If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:
NA
- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatment:
Physician for physiological complications as well as psychological - prescribed Xanax; Lexapro & Amitriptyline Besylate.
- c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):
Individual Psychotherapy - due to stressors of family possible family session.

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

yes

b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)?

Not able to perform usual job or any under his perceptions of current hostile, harassing, retaliatory & career threatening behaviors of Education Administrator

1. If yes, please list the essential functions the employee is unable to perform:

NA

c. If neither (a) nor (b) applies, is it necessary for the employee to be absent from work for treatment?

8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

NA

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:



Signature of Health Care Provider

Street Address

City

State

Zip

Type of Practice

Telephone Number

Date

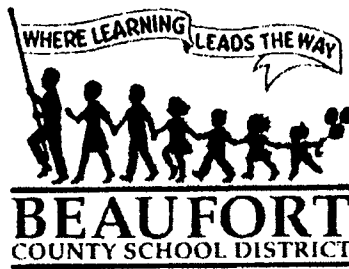
To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

Employee's Signature

Date

NOTE: ALL QUESTIONS MUST BE COMPLETELY ANSWERED IN ORDER TO APPROVE FMLA...



January 17, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

I am writing to acknowledge receipt of an informal memorandum faxed by you to Benefits Coordinator Rosella Robinson on January 8, 2013, and to follow-up on that writing.

Initially, the memorandum from Hilton Head Health & Wellness, which was sent via facsimile, did not print out clearly. Because of the poor quality of the copy the District received, I am requesting that you ask Robert Lee Lolick, Psychotherapist, or someone from his office to fax a copy of Mr. Lolick's January 8, 2013, written statement directly to the District at (843) 322-2389, which may improve the readability of the copy. Mr. Lolick should also provide the District with confirmation of the dates you were seen by him and the specific length of time he anticipates you will be unable to work. In the alternative, attached is a release that you may sign, date, have notarized, and return to Ms. Robinson's attention on or before January 22, 2013, should you prefer the District to contact Mr. Lolick directly.

Also, Ms. Robinson forwarded information and required documents regarding your rights under the Family and Medical Leave Act on January 16, 2013, via US regular mail and your email address of phillipshaw@gmail.com. It is imperative that you comply with the time frame set forth in that statute and in H.R.S. 16—Staff Leaves and Absences.

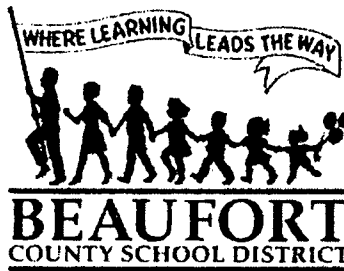
Should you have questions regarding the above, please do not hesitate to call me.

Sincerely,

Alice W. Walton
Director of Certified Personnel and Teacher Quality

Attachment

c: Rosella C. Robinson (w/ attach.)



February 15, 2013

VIA EMAIL & UNITED STATES MAIL

Phillip C. Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

I am writing in follow-up to several letters sent to you regarding your leave status and the administration's expectation that you report to a meeting with Chief Operational Services Officer Phyllis White and me.

It is my understanding from Benefits Coordinator Rosella Robinson that on January 28, 2013, you submitted the necessary paperwork to be placed on leave under the Family and Medical Leave Act (FMLA) effective November 9, 2012, for sixty work days. Under separate cover, Ms. Robinson will confirm the follow-up that is expected in order for you to remain on FMLA leave through March 11, 2013. As Ms. Robinson will further reiterate, all approved FMLA leave runs concurrently with your paid sick leave. The District had you listed as on paid administrative leave from November 8, 2012, to January 2, 2013. During that time period you used 33 days as "paid leave" for personal or family illness. These 33 days of paid sick leave will be subtracted from the 60 days granted as FLMA. Therefore, the 33 days are running concurrently with your FMLA leave. Please understand that, as of today, you have 48.75 days of paid sick leave remaining.

As you know, the District reassigned you to the position of Director of Right Choices with the understanding that should further concerns with your conduct as the former Principal of H.E. McCracken arise, they would be addressed. In light of the length of time that has passed since your reassignment, Ms. White and I would like to meet with you as soon as possible. The two of us plan to ask you questions based on Ms. White's completed inquiry into the Student Activities monies under your care while a principal, discuss your reassignment, and listen to whatever you wish to share about concerns or personnel issues at H.E. McCracken Middle School.

The FMLA documents you have provided to the District last month address your ability to return to work; however, it is not clear to us that you are unable to come in for a conference. If Robert Lolick, LSW, or another of your health care providers believes this is the case,

please have him/her certify that your current condition prohibits you from meeting with Ms. White and me at this time. The administration expects you to have a health care provider submit this certification directly from his/her office to my attention via e-mail alice.walton@beaufort.k12.sc.us or facsimile 843-322-2389 on or before February 22, 2013.

Should you have questions regarding the matters contained in this correspondence, please do not hesitate to contact me by telephone during normal business hours.

Sincerely,

A handwritten signature in cursive script that reads "Alice W. Walton".

Alice W. Walton
Acting Human Resources Officer

c: Phyllis S. White, C.P.A.
Rosella C. Robinson

From: Phillip Shaw [mailto:phillipshaw@gmail.com]
Sent: Wednesday, February 20, 2013 12:49 PM
To: Walton, Alice W
Subject: FMLA

Ms. Walton,

I am writing in response to your letter dated February 15th and to clarify several inaccuracies. My FMLA began on January 9th not November 9th as stated in your letter. The first day of my illness was on January 2nd as stated by my physician in the note you are in receipt of. According to my calculations my FMLA would end on April 4th and not March 11th.

I would also like to further clarify that I was placed on administrative leave in my office on November 8th because of the stated investigation concerning the transport of a student on November 7th.

Additionally, prior to my illness and going out on FMLA in early January I had only taken a total of 6 days off and you are in receipt of my signed time and attendance sheets for those days. I will be more than happy to send you a duplicate copy of the leave forms you requested that I submit, if necessary.

I am astonished at the claim of 33 days being taken by me between the time period of November 8th and January 2nd in that there were only 28 work days as the district was closed December 24th through January 1st. Clearly I was not out by choice as I was placed on paid administrative leave.

I am requesting that all of the above information be corrected as this is yet

2/25/2013

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again another example of misinformation that has occurred throughout your investigation.

Concerning a meeting, I find it interesting that you are seeking to meet in that you are stating your investigation is complete. I will be more than happy to meet once I have been cleared to and at that meeting I additionally expect Denise Gibbo, Joseph Warfield, Chris Barrow, Lois Harper and Barbara Williams all be present.

As you are well aware I have been seeking the truth be known for months and that will never happen until everyone is at the same table.

Finally, my next appointment with Mr. Lolik is early next week and I will have him fax the information you are requesting. I do not believe it is his practice to fax anything prior to an appointment.

I look forward to your response.

Sincerely,

Phillip Shaw

2/25/2013

From: Phillip Shaw [mailto:phillipshaw@gmail.com]
Sent: Wednesday, February 20, 2013 12:58 PM
To: Robinson, Rosella C.
Subject: FMLA

Good Afternoon,

I want to confirm the dates of my FMLA leave. The first day of my illness was January 2nd which means my FMLA would begin January 9th.

Thank you for your assistance.

Keep me in your thoughts and prayers as I will do for you!

Thank you for everything as always!

Phillip

RESPONDENT'S
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From: "Robinson, Rosella C." <Rosella.Robinson@beaufort.k12.sc.us>
Date: March 1, 2013, 9:05:10 PM EST
To: Phillip Shaw <phillipshaw@gmail.com>
Subject: RE: FMLA

Mr. Shaw,

Let me apologize for just responding to your email, I was out of the office for a week and was trying to catch up and have not responded to my emails as promptly as I would have liked.

In reference to the start day for your FMLA I would think January 2nd to be the start date for your FMLA, the day employees were required to return to work after the winter break. Please let me know why you think January 9th is the start date. Please allow me to review any absences that may be listed for you and check with Ms. Walton in the event I am not aware of other days for something else.

Again I apologize for delay in responding but I will check with Ms. Walton on Monday and get back to you about your FMLA dates.

Thank you,

*Rosella Robinson
Benefits Specialist
Beaufort County School District
843-322-2405 (Voice#)
843-322-2391 (Fax #)*

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EXHIBIT

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SUBJECT: FMLA

To: "alice.walton" <alice.walton@beaufort.k12.sc.us>

Ms. Walton,

I am in receipt of your letter and need to restate that my FMLA began on January 2nd as documented by my physician.

This was further clarified on March 6th by Rob Lolik and his written statement which you are in receipt of.

Clearly if I was out on FMLA there would have been paperwork requested and medical documentation required by district office upon my 5th day of illness.

As you are aware this documentation was required by district and that was in January.

On November 8th I was placed on administrative leave by yourself and Dr. Rosswurm in my office.

Why you are trying to change this fact, I do not know.

You made no contact from the district office for over two weeks.

It was written and recorded by the media that I would return to work in "just a few days" - these are direct quotes.

If I were out on FMLA I would not have been instructed by you to complete time and attendance sheets.

Should you need copies of these or your emails confirming receipt of them, I will be more than happy to provide those for you.

Sincerely,

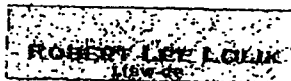
Phillip Shaw

RESPONDENT'S
EXHIBIT

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MEMO

Date: April 14, 2013



Psychotherapist/MSW

HILTON HEAD
HEALTH & WELLNESS

2 Marshland Rd.
Hilton Head Is., SC
29926

Phone: 843 683-3311

Fax: 843 686-3009

E-mail: rllolik@hugoboy.com

To: Rosella Robinson

From: Robert L Lolik, LISW-CP, ACSW, BCD

Re: Phillip Shaw

Dear Ms. Robinson,
Philip Shaw continues to be seen in psychotherapy treatment in my practice. As detailed in my previous letter of January 8, 2013 and in the F MLA application he continues with symptoms of the diagnoses: Adjustment Disorder with Mixed Emotional Features. I cannot project a termination date or discharge from services at this time.

If I can be of any further help or assistance please contact me via email or phone call or fax.

Sincerely,

Robert Lee Lolik, LISW - CP, ACSW, BCD

RECEIVED
APR 15 2013

From: **Phillip Shaw**
Date: Thursday, April 18, 2013
Subject: Correspondence
To: "Walton, Alice W" <Alice.Walton@beaufort.k12.sc.us>

I am in receipt of your email and am very confused. I don't understand why I would not request the updated letter be sent from the individual who originally submitted all my FMLA paperwork and whom district has been requesting updates from.

Please clarify why you are now stating that I am insubordinate when I am simply following the instructions that I have been given by you since January.

If you are now requesting that you want me to go back to my doctor so that she can send you a confirmation that I am being treated by Rob Lolik I will be more than happy to adhere to that directive.

I await your response in that there is usually a substantial wait time for an appointment with my doctor and I would want to schedule it as quickly as possible.

In the interim I have confirmation from Rob Lolik that your most recently requested update was sent in a timely manner.

Phillip Shaw

On Wednesday, April 17, 2013, Walton, Alice W wrote:

RESPONDENT'S
EXHIBIT

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From: **Phillip Shaw** <phillipshaw@gmail.com>

Date: Fri, Apr 19, 2013 at 12:14 PM

Subject: correspondence

To: "alice.walton" <alice.walton@beaufort.k12.sc.us>, Phillip Shaw <phillipshaw@gmail.com>

Thank you for your clarification. This may be information that you thought had been explained to me prior to yesterday- but in fact never was.

In your letter dated February 15th you referenced a separate cover I would be receiving from Rosella Robinson concerning my FMLA. To date that has never been sent to me. You further stated that you needed an update from Rob Lolik or another health care provider concerning my current conditions. This request was met in a timely manner.

I responded to you and expressed my concerns regarding the start date of my FMLA which has been acknowledged as being January 2, 2013. However for some reason you viewed me as being dictating and demanding. There has never been a moment that I have been either. Please do not misinterpret a concern and/or request as being anything other than that.

In your letter dated March 5, 2013 you clearly acknowledge my willingness to meet once I have been cleared by Rob Lolik. In fact your letter ends with yet another request of an update by Mr. Lolik to be forthcoming by March 14th.

My confusion comes in that you are stating that my FMLA would have ended on March 11th but are still requesting information from him after that date - even though he is no longer the medical care provider you are looking for. Additionally I don't know where that date is coming from in that 60 days from November 9th would be February 15th. Unless you had factored in days of when you placed me on administrative leave, This date was provided by you to me in your letter dated February 15th 2013.

I then received a letter from you on March 19th referencing your receipt of the communication from Rob Lolik. Additionally you reference your decision to hold your position on the start date of my FMLA being November 9, 2013 even after it has been confirmed to have been January 2, 2013.

You then request a statement from a physician concerning the duration of my absence. Having no further explanation or directive I continued to have Rob Lolik update you in a timely manner.

On April 4, 2013 you send me a communication that I was requesting my FMLA begin on January 22, 2013. In fact I believe the statement you made was "bowed to my demand". For the record I do not know where you are getting that date from in that my confirmed date was January 2, 2013.

However, at this time I feel the need to express my concerns in the picture that is being painted in your letters of my demands and dictating. I was simply communicating and expressing concerns. Never did I argue. I am simply bringing documented dates and events to your attention. In fact Dr. Rosswurm's letter of April 4, 2013 clearly acknowledges my continuous absences begin on January 2nd.

This has been an extremely difficult time for myself as well as my family. Daily my children are faced with a constant reminder of the events of November 8th - **that to date have never been addressed** as they are questioned by faculty and staff. As you will recall, I asked about this in both of our meetings.

I have adhered to your requests but it is difficult when those requests suddenly change without explanation. Your communication of yesterday provided that clarification. I have been fortunate enough to get an appointment scheduled for Monday with my physician. I will send you the information as requested.

Phillip Shaw

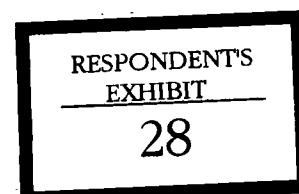
----- Forwarded message -----
From: Ps <phillipshaw@gmail.com>
Date: Mon, Apr 22, 2013 at 7:04 PM
Subject: Emailing Shaw medical doc.pdf
To: alice.walton@beaufort.k12.sc.us
Cc: phillipshaw@gmail.com

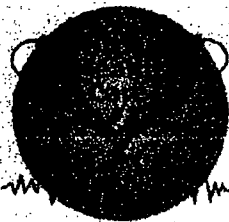
Once again I thank you for explaining the documentation you were requesting.

Attached you will find the note from my physician which I have also sent via fax.

.ve a great day!

Phillip Shaw





JENNIFER J. BAZZLE, MSN, APRN, BC
MG1441308 • 1013030824

ANNA WELLS SHARP, MSN, APRN, BC
MW2057809 • 1790019602

SHERIDAN PARK • 48 PENNINGTON DRIVE, SUITE C
BLUFFTON, SC 29910

PHONE: (843) 757-5559 • FAX: (843) 757-5546

NAME Phillip Shaw DATE 4/22/13

DRUG	DISP:	SIG	REFILLS
Patient under my care			
May return to work 3-4 weeks.			

DISPENSE AS WRITTEN

PRODUCT SELECTION PERMITTED

CLUE BACKGROUND, REFLECTIVE WATERMARK ON BACK, SECURITY FEATURES LISTED ON BACK

Begin forwarded message:

From: Ps <phillipshaw@gmail.com>
Date: April 29, 2013, 2:46:48 PM EDT
To: alice.walton@beaufort.k12.sc.us
Cc: phillipshaw@gmail.com
Subject: Sending twice

Please see the attached doctor's note that you requested to have today.

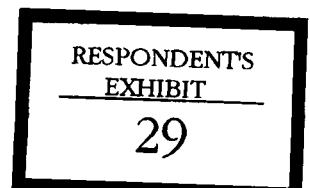
While my physician stated what he is treating me for and the approximate duration he was concerned around the HIPAA piece of your request.

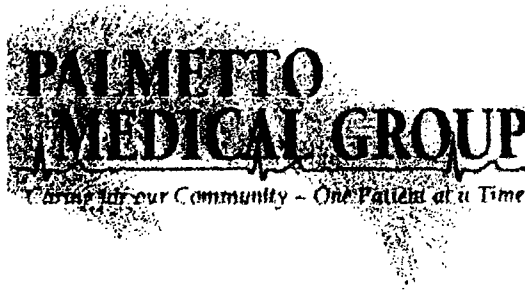
I have also sent you a copy of this letter via fax as well.

Also I have not received my payroll statements and am requesting that the past 3 be sent to me as soon as possible.

Additionally I know that you are very busy and may have accidentally overlooked my email communications from two weeks ago but I would appreciate a response at your earliest convenience.

Phillip Shaw





Certificate to Return to Work

25 Sherington Dr Ste D
Bluffton, SC 29910-6031
Tel: (843) 706-0600 Fax: (843) 706-0603

Phillip Shaw was seen in the office today. I am recommending to be off from work due to poor controlled hypertension related to work stress. I have begun a treatment regimen and will reassess in 4 weeks with intentions to have him return to work after that.

Restrictions or comments: As above



Kamal Patel, MD

Date: 4/29/2013

CBIII

Serving Throughout South Carolina

Law Office of Clifford Bush III, LLC

CLIFFORD BUSH, III

Attorney at Law

FATIMA ALEXIS ZEIDAN

Attorney at Law

April 18, 2013

VIA CERTIFIED U.S. MAIL

Jacqueline M. Rosswurm, Ph.D.
Beaufort County School District
Post Office Drawer 309
Beaufort, South Carolina 29901-0309

Re: Phillip C. Shaw

Dear Jacqueline,

Please be advised the LAW OFFICE OF CLIFFORD BUSH III, LLC serves as personal counsel for Phillip C. Shaw. Enclosed please find Shaw's signed employment contract for the 2013-14 school year. Shaw is eager to return back to the district upon release from his physician.

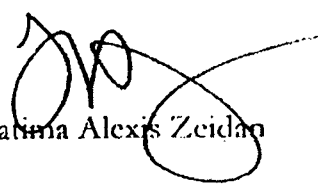
Additionally, please provide our office with available dates for Shaw to meet with the Office of Human Resources as requested in your letter dated April 4, 2013. It is our understanding this meeting will review Shaw's job performance and conduct. An attorney from our office wishes to be present during this meeting, so please notify your attorneys of the same.

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

With kindest regards, I remain,

Respectfully,

LAW OFFICE OF CLIFFORD BUSH, III


Fatima Alexis Zeidan

Enclosures (as stated)

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

CERTIFIED ADMINISTRATIVE
EMPLOYMENT CONTRACT

PHILLIP SHAW

Name of Employee

This is to notify you of your employment as a/an **ADMINISTRATOR** for **260** during the **2013 – 2014** School Year. The following conditions of employment have been stipulated by the Beaufort County School District Board of Education and are hereby a part of this contract:

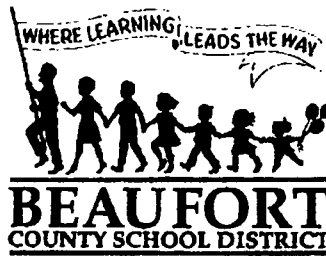
1. The Employee shall maintain throughout the life of this contract a valid and appropriate certificate for the position specified. Failure to maintain professional qualifications during the contractual period shall constitute grounds for termination of the contract. Proof of these qualifications shall be filed with the District Office.
2. The Employee agrees to discharge faithfully all duties and responsibilities imposed upon him/her by the rules and regulations of South Carolina and the District.
3. The District agrees to pay the Employee according to the salary schedule adopted by the Board. This salary schedule will be made available as soon as practicable. Loss or reduction in any amount of anticipated or appropriated state, local or federal funding may, at the discretion of the District, require a pro-rata reduction of salary, a reduction in the term of this contract and pro-rata reduction in salary, i.e., a furlough, a reduction in contract days in accord with state law, or a termination of this agreement. Furthermore, any decline in student enrollment, elimination or change in course programming, financial emergency, or temporary closing of school or District operations because of emergency circumstances may require a pro-rata reduction in salary. Any such reduction will take place only upon the recommendation of the Superintendent and approval by the Board after reasonable notice has been provided to the affected parties. Any position eliminations will be handled in accordance with Policy HRS-30: Professional Staff Reduction in Force.
4. The Employee shall receive a performance evaluation in accordance with District policy. This evaluation, if conducted during the term of this contract, shall be conducted by the Superintendent or the Superintendent's representative and shall be based in part upon a written instrument approved by the Superintendent and reviewed with the Employee. The Superintendent or her representative shall confer with the Employee concerning the evaluation received and reasons therefor. The Employee shall be given an opportunity to respond to the evaluation in writing.
5. The District's administrative assignments are discretionary with the Superintendent. In the event of any change in the District's organizational chart, reduction in force, or whenever it is deemed in the best interest of the District, the Superintendent may reassign the Employee. Further, the District reserves the right to make reassignments, upon notice to and consultation with the affected employee, consistent with S.C. Code Ann. 59-24-15, as amended.
6. This contract shall be terminated by:
 - (a) mutual agreement of the parties;
 - (b) discharge for cause consistent with S.C. Code Ann. § 59-25-410 et seq., as amended; or
 - (c) death.
7. An initial offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.
8. If, during the term of this contract, it is found that a specific clause of the contract is illegal under either federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

Please indicate your acceptance of this contract by signing below and returning the original to the Superintendent or her agent on or before **APRIL 25, 2013**. This contract is not valid unless approved by the Board of Education and signed by the Superintendent.

Employee

Acting Superintendent

Date



July 18, 2013

VIA HAND DELIVERY
AND REGULAR U.S. MAIL

Phillip Shaw
4 Mayfair Drive
Bluffton, South Carolina 29910

Dear Mr. Shaw:

The purpose of this letter is to follow up the meeting that was held with you on July 16, 2013. Also present at the meeting on behalf of the school district were Alice Walton, Human Resource Officer for the District, and Phyllis White, the District's Chief Financial Officer. Additionally, your legal counsel and legal counsel for the school district were present. The purpose of the meeting was to allow you an opportunity to respond to the District administration's concerns about allegations of misconduct on your part during the time you served as principal of H.E. McCracken Middle School. I have now had the opportunity to consider the District administration's investigation into those concerns, as well as your responses.

As will be discussed further below, it is my decision to recommend the immediate termination of your employment to the Beaufort County School Board pursuant to Section 59-25-430 of the South Carolina Code based on your violations of your school's policies and procedures with respect to the handling of money, your violation of the directives given you by the District administration while on administrative leave, your violation of employee confidentiality through your disclosures of information involving confidential personnel matters to the newspaper, and your handling of matters related to your medical leave. I have concluded your overall conduct was in violation of HRS-33, which provides that:

"Disciplinary action, up to and including a recommendation of termination, may be taken against any certified employee who is determined to have engaged in unprofessional or inappropriate conduct toward students, parents or staff. Such conduct may include, but is not limited to, violating district policies or procedures; insubordination; engaging in criminal conduct; engaging in inappropriate conduct of a sexual nature towards other employees or students; harassment, intimidation or bullying;

Post Office Drawer 309
Beaufort, South Carolina 29901-0309

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and/or making inappropriate comments to students. This includes any action or conduct communicated or performed in person, in writing or electronically through such means as a telephone, cellular telephone, computer, personal data assistant or other telecommunication device, and includes text messaging and instant messaging. Disciplinary action, including a recommendation of termination, may also be taken against any employee whose conduct the administration has determined has impaired the employee's ability to be an effective educator."

With regard to the violations of policies and procedures regarding the handling of finances at your school, the District's investigation determined the following, with which, after reviewing, I agree:

1. **Cash receipts were being accepted and not receipted through the bookkeeper.** (Section 1.8.3, p. 12 - **Middle and High school teachers are not permitted to collect monies from students. All Middle/High school students must be receipted by the school bookkeeper.**) Sponsors of student council (teachers) were accepting cash and turning it over to the Office Manager (Ms. Denise Gibbo). According to testimony from staff and evidence found on hand, cash was being collected by the Office Manager (Ms. Gibbo) for Student Council fund-raising.
2. **Reimbursements for expenses were made from undeposited cash receipts.** (Section 1.8.6, p. 15 and Section I.C, p. 20 - **Under no circumstances should purchases be made or invoices paid from undeposited cash receipts.**) According to testimony from staff and evidence found on hand, staff members were reimbursed for purchases with cash on hand. In addition, cash was provided in advance for purchases.
3. **Cash in excess of \$600 was kept in the school overnight.** (Section 1.8.6, p. 16 and Section 1.8.8, p. 19 - **Under no circumstances shall funds totaling over \$25.00 be left in the school overnight.**) Testimony from staff that envelopes of cash were kept in a filing cabinet located in Mr. Shaw's office. In addition, over \$600 was found by Chris Barrow in the lockbox located in Mr. Shaw's office. According to staff testimony, the principal stated that the money in the lockbox belonged to Student Council.
4. **Internal controls relating to cash receipts were violated.** (Section 1.8.8, p. 19) Cash received by teachers and Ms. Gibbo was not receipted or recorded in any fashion.
5. **Disbursements were made outside of the Concentration Account and Imprest Accounts.** (Section I.C, p. 20) Testimony from staff demonstrates that disbursements were reimbursed using cash. In addition, a disbursement was made from a dormant PTO account.

6. **Payments for goods and services were made in cash.** (Section 1.8.6, p. 15 and Section I.C.2, p. 20) Evidence on hand demonstrates that reimbursements in the amount of at least \$4,336.04 were made with cash during calendar year 2012.
7. **Documentation and authorization for reimbursements were non-existent.** (Section I.C.4, p. 22) As noted in item 6 above, reimbursements were made without any authorization from the principal or any supporting documentation for the expense other than the receipt.
8. **Use of an unauthorized checking account for Student Activity purposes.** (Section I.E, p. 31) A bank statement was found with Student Council financial records. This bank account was in the name of "H. E. McCracken Middle School" with an address of 10 Stonehedge Way, Bluffton, SC 29910. After contacting the bookkeeper, she was not familiar with this account and after questioning the principal, he was not either. It was not labeled "PTO" in any way; therefore, was considered an authorized bank account. The bank was contacted and refused to release any information because no one at the District Office had signature authority. They required a police report to release any information on the account. We explained to the principal that if he was able to produce any information on the account, we would file a police report. The principal also stated that there was not an active PTO at the school. This was confirmed by several staff members. There was evidence there was current activity based on the bank statement in our possession; therefore, to protect the assets of the school, a police report was filed. The address listed on the account was that of the Office Manager (Ms. Gibbo) and police obtained the checkbook and some other financial records from Ms. Gibbo. Ms. Gibbo stated that it was a PTO account. Transactions indicate that money from Student Council was comingled in this account as far back as February of 2011. According to the bank records, the account was established in 1999.

A deposit was made into the so-called PTO account established at SCB& T sometime between November 1, 2011, and February 1, 2012, in the amount of approximately \$1,500. The deposit was not recorded in the checkbook and undocumented. A check was then written on 4/29/12 from that account without any supporting documentation in the amount of \$1,288 made payable to McCracken. It was also unrecorded in the checkbook and undocumented. The check was for a Student Council field trip to Carowinds and given to the bookkeeper to deposit into the Student Council account to pay for transportation for the trip. It was at this time the bookkeeper became aware of this account and brought it to the attention of the principal. No action was taken.

9. **Fundraising by a school club was not recorded in compliance with Manual.** (Section II.C.1- All school-wide fundraising should be recorded in the proper account). Testimony by staff members and the principal confirmed there was fundraising by the Student Council and proceeds from such were not recorded appropriately.
10. **Gifts to teachers were provided using Student Activity Funds.** (Section 11.4.3, p. 60- The school, as a component of the Beaufort County School District, cannot

give gifts to employees.) Evidence of receipts demonstrated that gift cards were purchased with Student Council funds and distributed to teachers. Several staff members confirmed that they were reimbursed with cash for the purchase of the gift cards.

In addition to the financial concerns, based on responses that you provided to me in our July 16 meeting, I have concluded you did not comply with the administration's directive not to communicate with faculty and staff members of H.E. McCracken Middle School during your leave as they would potentially be witnesses in the District's investigation. On several occasions during our meeting, you referred to information you had been provided by staff members, including Ms. Gibbo, in such a way as to make it clear to me that you continued to speak with staff while on leave. For example, on several occasions you referred to Ms. Gibbo telling you that Chris Barrow had provided information to her regarding the lockbox. Additionally, you referred to your wife having contact with Ms. Gibbo, which I consider violating the spirit of the directive you were given. You acknowledged during our meeting that you understood the administration's directive.

I also concluded that you engaged in discussions with a local newspaper in violation of the confidentiality rights of the employee involved, specifically Ms. Ballard. Again, in the meeting, you acknowledged understanding that it would not be proper to discuss confidential employment information with the members of the public, including the media. You indicated in your meeting that you understood that employment matters such as grievances are confidential and should not be discussed. However, after reviewing the information that was reported in the newspaper, and comparing it with the concerns you expressed in our meeting, the information shared substantially similar to the statements attributed to you by a local newspaper regarding your issues with Ms. Ballard. You did not offer a satisfactory explanation of how the newspaper would be aware of your concerns if you did not share the information with the newspaper.

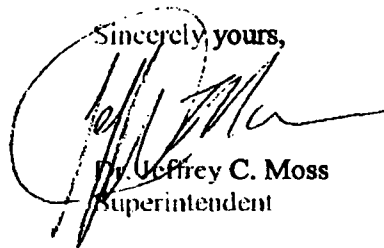
Your handling of your medical leave is also a concern. Although Ms. Walton requested that you provide "a physician's statement verifying the nature of [your] illness and approximate duration of the same," on or before March 28, 2013 you were purposefully insubordinate and did not provide the statement until it was requested a second time.

Additionally, your responses to a number of the questions that you asked suggest that you were not honest regarding all the antics we discussed on July 16. For example, as noted above, I did not consider your responses to the questions about speaking with staff members and the media to be truthful.

Ultimately, your overall poor administrative judgment in the handling of matters, including the apparent delegation of authority that you gave to your secretary, have left me with no confidence in your ability to be an effective administrator. For example, you indicated on several occasions that your secretary placed items in the lockbox that was under your desk without your knowledge. As you know, this lockbox was ultimately determined to have, among other things, over \$600 in cash, as well as several personal items of yours. Although you deny having any knowledge of the contents of the lockbox, in light of the information from staff members that cash transactions were being done on a routine basis, I believe it is reasonable to

conclude that the cash contained in the lockbox confirms that cash transactions were being handled on a routine basis and that cash was being kept in your school, in violation of your school's own handbook. If these types of transactions were occurring without your knowledge, you were not effectively managing the day-to-day operations of your school.

I am recommending your termination to the Board. Should the Board uphold my recommendation subject to your right to request an evidentiary hearing, you will be notified in writing of the right to a hearing. I am willing to consider any alternative resolution of this matter that you propose prior to my recommendation to the Board. I regret that this action is necessary, but after reviewing the facts and circumstances, including the information you shared in our conference, I believe my decision is in the District's best interest.

Sincerely yours,

Dr. Jeffrey C. Moss
Superintendent

1 A I don't know if it was just Mr. Shaw and myself
2 or if Dr. Truesdale was there, as well.

3 (WHEREUPON, a document was marked as
4 Deposition Exhibit Number 11 for Identification to the
5 Rosswurm Deposition.)

6 BY MS. ZEIDAN:

7 Q Okay. I'm going to show you what's currently
8 being marked as Deposition Exhibit Number 11. Do you
9 recognize -- have you seen this document before?

10 A I saw it as a -- I guess I would say, as it
11 presently stands, as a draft. I was not aware that it was
12 ever sent, but I see it as it stands today. I think it's a
13 draft letter.

14 Q Okay. All right. Can you -- well, the first
15 paragraph references meetings that Phillip had with the
16 author of this letter and you in June, July, and in August;
17 is that correct?

18 A Um-hum.

19 Q Okay. Who was the author of this letter, or who
20 was this letter going to be sent out by?

21 A It would seem to me that it must've been Dr.
22 Truesdale.

23 Q Okay. Did you and Dr. Truesdale meet with
24 Phillip in June, July, and August?

25 A I'm not sure about the July time. I know that we

RESPONDENT'S
EXHIBIT
32

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

SC Court of Appeals

Marvin H. Dukes III, Master In Equity
And Special Circuit Court Judge

C.A. No.: 2013-CP-07-03048

Phillip C. Shaw, ...Respondent,

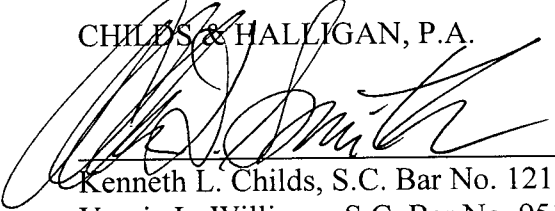
v.

Jeffrey C. Moss, Ed.D., ...Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all materials
proposed to be included by any of the parties and not any other materials.

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