

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action No.: 2014-CP-31-227

Laura Toney.....Respondent,

v.

Lee County School District.....Appellant.

SUPPLEMENTAL RECORD ON APPEAL  
VOLUME IV OF IV

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SC Court of Appeals

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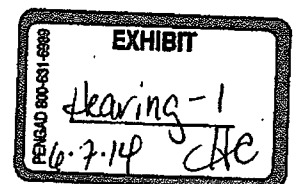
STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF LEE )  
 )  
 Dr. Wanda Andrews, )  
 )  
 Petitioner, )  
 )  
 Laura Toney, )  
 )  
Respondent. )

**BEFORE THE BOARD OF TRUSTEES  
 OF THE LEE COUNTY SCHOOL  
 DISTRICT**

**RESPONDENT'S OPPOSITION TO  
 WITNESS MOTION IN LIMINE**

In his Motion in Limine, subpoenaed witness to this matter, fellow teacher Michael Baldwin argues that the Board should issue an order excluding Facebook printouts from Mr. Baldwin's account, along with other documents produced in his deposition, and excuse Mr. Baldwin from testifying. For the following reasons this motion should be denied.

First, Mr. Baldwin's testimony, written complaints about Ms. Toney, grievance against Ms. Toney and Facebook posts are relevant to this proceeding. (Resp. Ex. 3, 4, 5, 7) The recommendation before the Board that Ms. Toney's employment be terminated reportedly arises from her response to public Facebook posts made by Mr. Baldwin. These posts admittedly made by Mr. Baldwin were directed to "friends" such as fellow teachers at the High School, the Assistant Principal (Ms. Addison), the Administrative Assistant (Ms. Fowler), and others outside the District including at least one public school student. (Resp. Ex. 7) When copies of Mr. Baldwin's Facebook postings were anonymously provided to her, Ms. Toney immediately informed Mr. McDaniel, who was in charge of the High School in Mr. Webb's absence. In response to his request, Ms. Toney provided Mr. McDaniel a copy of the postings. In addition to vulgar,



unprofessional comments about Ms. Toney, Mr. Baldwin's Facebook postings included a sarcastic remark about an award received by a high school student who responded that he would "lick him to death." (Baldwin dep. pp. 41-43) Concerned about possible child endangerment, Ms. Toney also delivered a sealed copy of the postings to Dr. Andrews' office.

Soon thereafter, Ms. Toney was placed on administrative leave on October 4, 2013 to investigate Mr. Baldwin's charge that she shared "personal information" about him. (Resp. Ex. 9) The Superintendent's first recommendation of termination dated October 29, 2013, provided to the Board, is also based on the allegation that Ms. Toney discussed this "personal information" with other employees and students. (Resp. Ex.11) As evidenced by Mr. Baldwin's Facebook posts and deposition testimony, however, he knew on October 2, 2013 that his postings were not "private" contrary to the claim made in both his grievance and his motion to this Board. In fact, the children of his "friend" Ms. Drury were able to access Mr. Baldwin's Facebook entries **through their own accounts**. (Baldwin dep. pp. 52-56) Nevertheless, the Superintendent's second notice of termination dated December 18, 2013, also provided to the Board, reiterated the allegation of discussing "personal information." (Resp. Ex.12)

Even if he did not intend his postings to go beyond chosen "friends", once posted, Facebook comments to co-workers and others do not have any recognizable expectation of privacy. Instead, even posts to "friends" are public in nature because "friends" are free to do anything with that information - including sharing it with other people. See, U.S. v. Meregildo, 883 F.Supp.2d 523, 526 (S.D.N.Y. 2012) (posts of a Facebook profile to "friends" are admissible)

“Relevant evidence” is evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. Rule 401, SCRE Clearly, Mr. Baldwin’s Facebook posts, documents he filed with administration and his testimony all meet this standard. Ms. Toney is entitled to prove her case through all relevant evidence and to exclude this evidence would be reversible error.

Secondly, Mr. Baldwin argues that the Facebook materials should be excluded because they contain no identifying information and no identifying IP address. This argument ignores Mr. Baldwin’s admission that the referenced postings were made or received by him and were part of his Facebook page. (Baldwin dep. pp. 41-42; p. 48) By his own testimony, Mr. Baldwin authenticated the challenged documents.

Mr. Baldwin also argues that his postings and other written material are somehow “unfairly prejudicial” and should be excluded under Rule 403, SCRE because their probative value is outweighed by unfair prejudice. Mr. Baldwin is merely a witness in this case, not a party. While the challenged evidence may not put him in a favorable light, this evidence is not “unfairly prejudicial” to a party opponent. See, United States v. Mohr, 318 F.3d 613, 619–20 (4th Cir.2003) (“Rule 403 only requires suppression of evidence that results in unfair prejudice—prejudice that damages **an opponent** for reasons other than its probative value, for instance, an appeal to emotion...”)(emphasis added). Furthermore, Mr. Baldwin’s comments regarding Ms. Toney, as evidenced by his written complaints to administration and his Facebook posts, are critical to her defense to the allegations which form the basis for her termination. Evidence of bias is almost always relevant to the issue of a witness’ credibility. See, United States v. Abel, 469 U.S.

43, 32 (1984). For example, Mr. Baldwin filed a written complaint with Principal Webb against Ms. Toney dated September 15, 2013 (Resp. Ex. 3) This letter illustrates his motive for filing the grievance against her two weeks later and Mr. Addison's motive for supporting his grievance. (Resp. Ex. 4) These exhibits, in conjunction with his Facebook posts, are central to Ms. Toney's defense.

### CONCLUSION

Mr. Baldwin's testimony, writings and postings are relevant to this proceeding. There is no basis in rule or law to exclude this evidence. The Board must be able to weigh this relevant evidence before making any decision on the recommendation of termination.

MCCLURE LAW FIRM, LLC

By: 

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April 28, 2014  
Columbia, South Carolina

**LAURA TONEY**

**INDEX OF EXHIBITS**

1. **Teaching Contracts (2005-2014)**
2. **Emails between Ron Webb to Laura Toney dated September 5, 2013**
3. **Letter from Michael Baldwin to Ron Webb dated September 15, 2013**
4. **Grievance Form of Michael Baldwin dated September 30, 2013 with attachments**
5. **Personal notes of Michael Baldwin regarding Laura Toney**
6. **Email from Laura Toney to Ron Webb dated September 30, 2013**
7. **Facebook posts of Michael Baldwin**
8. **Notes from October 3, 2013 meeting with Michael Baldwin and Administration**
9. **Letter from Nettie L. Vaughn to Laura Toney dated October 4, 2013**
10. **Notes of Nettie Vaughn from October 22, 2013 meeting with Ms. Toney and Administration**
11. **Letter from Wanda L. Andrews to Laura Toney dated October 29, 2013**
12. **Letter from Wanda Andrews to Laura Toney dated December 18, 2013**

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as Continuing contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2013-2014. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2013-2014 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Lee Central High School. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2013, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

Loss or reduction in any amount of anticipated 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 of salary), or a termination of this agreement. Furthermore, any decline in student enrollment, elimination or change in course programming, financial exigency 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 approval of the Superintendent after reasonable notice has been provided to the affected parties. Recommendations to reduce salary or to terminate contracts will be made only after all other remedies have been considered. Any compensation reduction will be made on an equitable basis and in accordance with state and local law governing such reduction. Any position eliminations will be handled in accordance with Board policy. No payment will be due or made to the Employee for days lost for such reduction.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

In the event it becomes necessary to close schools temporarily because of severe weather conditions or on account of an epidemic disease or for any other reason, and the termination of the Employee's services occurs before the days lost are made-up, no payment will be due or made to the Employee for the days lost on account of the closing of the school to which the Employee is assigned.

The administration may assign reasonable extra-curricular activities to teachers. The assignment of such activities (including all coaching assignments) shall be for the school year for which the assignment is made and for that year only. No expectations are created concerning such assignments for future years. All extra-curricular assignments are discretionary with the administration. Accordingly, notice and opportunity for a hearing shall not be required to terminate these assignments.

All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)


Special Covenants: August 14, 2013 - June 6, 2014

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

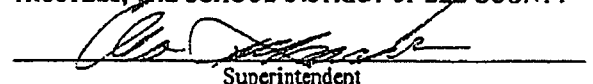
This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2013. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2013.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found. If, during the term of this agreement, it is found that any part of this contract is illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force and effect.

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY

  
Employee

4-22-13  
Date

  
Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as Continuing contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2012-2013. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2012-2013 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Lee Central High School. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2012, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

Loss or reduction in any amount of anticipated 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 of salary), or a termination of this agreement. Furthermore, any decline in student enrollment, elimination or change in course programming, financial exigency 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 approval of the Superintendent after reasonable notice has been provided to the affected parties. Recommendations to reduce salary or to terminate contracts will be made only after all other remedies have been considered. Any compensation reduction will be made on an equitable basis and in accordance with state and local law governing such reduction. Any position eliminations will be handled in accordance with Board policy. No payment will be due or made to the Employee for days lost for such reduction.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

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All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)

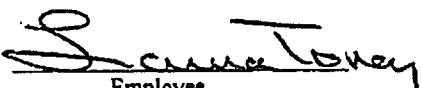
Special Covenants: August 15, 2012 - June 7, 2013

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2012. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2012.

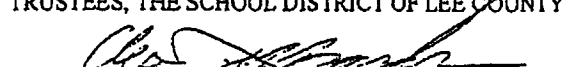
The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found. If, during the term of this agreement, it is found that any part of this contract is illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force and effect.

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY

  
Employee

3-29-12  
Date

1196

  
Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as Continuing contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2011-2012. The number of days if more or less than 190 is (185). This number includes five (5) days of in-service training. The Employee's position assignment for the 2011-2012 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Lee Central High School. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

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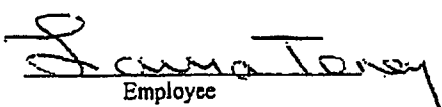
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Special Covenants: August 11, 2011 - June 1, 2012

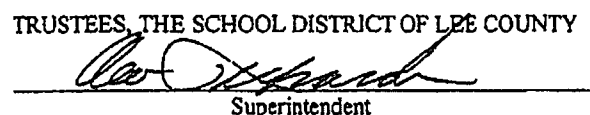
This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2011. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2011.

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Employee

4-13-11  
Date

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY  
  
Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as Continuing contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

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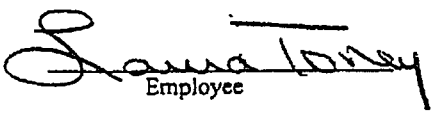
All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)

Special Covenants: August 11, 2010-June 2, 2011

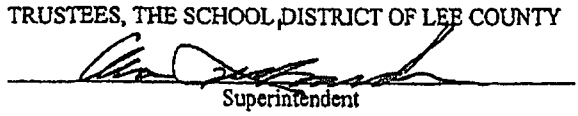
This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

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Employee

A-20-10  
Date

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY  
  
Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as Continuing/GBE contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2009-2010. The number of days if more or less than 190 is (185). This number includes five (5) days of in-service training. The Employee's position assignment for the 2009-2010 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Lee Central Middle School. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2009, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

Loss or reduction in any amount of anticipated 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 of salary), or a termination of this agreement. Furthermore, any decline in student enrollment, elimination or change in course programming, financial exigency 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 approval of the Superintendent after reasonable notice has been provided to the affected parties. Recommendations to reduce salary or to terminate contracts will be made only after all other remedies have been considered. Any compensation reduction will be made on an equitable basis and in accordance with state and local law governing such reduction. Any position eliminations will be handled in accordance with Board policy. No payment will be due or made to the Employee for days lost for such reduction.

The Employee agrees to render acceptable service for 180 teaching days and 5 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

In the event it becomes necessary to close schools temporarily because of severe weather conditions or on account of an epidemic disease or for any other reason, and the termination of the Employee's services occurs before the days lost are made-up, no payment will be due or made to the Employee for the days lost on account of the closing of the school to which the Employee is assigned.

The administration may assign reasonable extra-curricular activities to teachers. The assignment of such activities (including all coaching assignments) shall be for the school year for which the assignment is made and for that year only. No expectations are created concerning such assignments for future years. All extra-curricular assignments are discretionary with the administration. Accordingly, notice and opportunity for hearing shall not be required to terminate these assignments.


All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)

Special Covenants: August 12, 2009-June 3, 2010

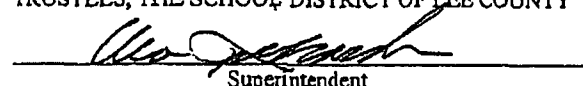
This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through May 26, 2009. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before May 26, 2009.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found. If, during the term of this agreement, it is found that any part of this contract is illegal under federal or state law, the remainder of the agreement not affected by such ruling shall remain in force and effect.

  
Employee

5-19-09  
Date

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY  
  
Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney hereafter referred to as the Employee. This contract is issued as Continuing/GBE contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2008-2009. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2008-2009 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Dennis Middle. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2008, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

In the event the Employer has a substantial, unanticipated loss or reduction in any amount of these funding sources, it shall at its discretion terminate this contract or reduce pro-rata the payment made for services rendered under this contract.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

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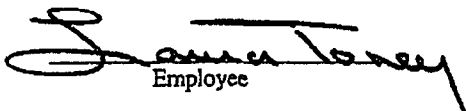
**Special Covenants: Contract days - August 12, 2008 through June 5, 2009**

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

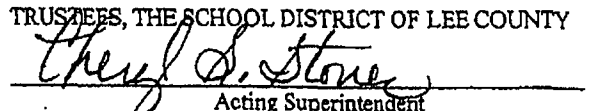
This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2008. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2008.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found.

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

  
Employee

4-25-08  
Date

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY  
  
Acting Superintendent

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney hereafter referred to as the Employee. This contract is issued as Continuing/Formal contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2007-2008. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2007-2008 contract term is Teacher. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a Teacher by the laws of South Carolina. The employee is tentatively assigned to Dennis Middle. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2007, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

In the event the Employer has a substantial, unanticipated loss or reduction in any amount of these funding sources, it shall at its discretion terminate this contract or reduce pro-rata the payment made for services rendered under this contract.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

In the event it becomes necessary to close schools temporarily because of severe weather conditions or on account of an epidemic disease or for any other reason, and the termination of the Employee's services occurs before the days lost are made-up, no payment will be due or made to the Employee for the days lost on account of the closing of the school to which the Employee is assigned.

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All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)

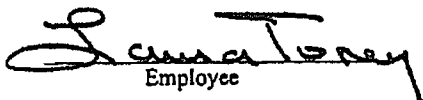
Special Covenants: Contract days - August 14, 2007 through June 6, 2008

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

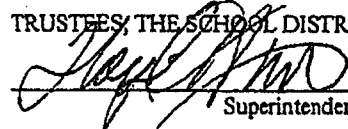
This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2007. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2007.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found.

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

  
Employee

4-25-07  
Date

TRUSTEES, THE SCHOOL DISTRICT OF LEE COUNTY  
  
Superintendent

STATE OF SOUTH CAROLINA )  
 )  
SERVICES COUNTY OF LEE )

THE SCHOOL DISTRICT OF LEE COUNTY  
CONTRACT FOR PROFESSIONAL

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and LAURA TONEY hereafter referred to as the Employee. This contract is issued as a CONTINUING contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2006-2007. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2006-2007 contract term is TEACHER. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a TEACHER by the laws of South Carolina. Location assignments will be made on or before August 15, 2006. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2006, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

In the event the Employer has a substantial, unanticipated loss or reduction in any amount of these funding sources, it shall at its discretion terminate this contract or reduce pro-rata the payment made for services rendered under this contract.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

In the event it becomes necessary to close schools temporarily because of severe weather conditions or on account of an epidemic disease or for any other reason, and the termination of the Employee's services occurs before the days lost are made-up, no payment will be due or made to the Employee for the days lost on account of the closing of the school to which the Employee is assigned.

The administration may assign reasonable extra-curricular activities to teachers. The assignment of such activities (including all coaching assignments) shall be for the school year for which the assignment is made and for that year only. No expectations are created concerning such assignments for future years. All extra-curricular assignments are discretionary with the administration. Accordingly, notice and opportunity for hearing shall not be required to terminate these assignments.

All personnel are responsible to their immediate supervisor. All personnel are expected to participate in professional development and in-service training as assigned and in accordance with Board policy. All personnel are covered under sick leave policy, vacations leave and personnel leave as defined by their term of contract, etc. (9, 10, 11, or 12-month contract)

Special Covenants: Contract days - August 2, 2006 through May 25, 2007

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

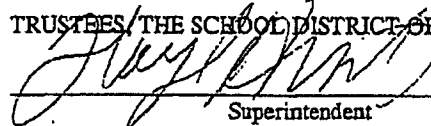
This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2006. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2006.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found.

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

  
Employee

4-25-06  
Date

TRUSTEES THE SCHOOL DISTRICT OF LEE COUNTY  
  
Superintendent

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEE )

THE SCHOOL DISTRICT OF LEE COUNTY  
CONTINUING CONTRACT  
FOR PROFESSIONAL SERVICES

This agreement is entered into by and between the Lee County Board of Trustees, hereafter referred to as the Employer, and Laura Toney, hereafter referred to as the Employee. This contract is issued as a CONTINUING contract under the provisions of Section 59-26-40 of the Code of Laws of South Carolina.

The Employer hereby notifies the Employee of his/her appointment to a professional position in the School District of Lee County for the academic year 2005-2006. The number of days if more or less than 190 is (190). This number includes ten (10) days of in-service training. The Employee's position assignment for the 2005-2006 contract term is TEACHER. Subject to any special conditions set forth below, the Employee agrees to discharge faithfully for the term of this agreement all the duties imposed on a TEACHER by the laws of South Carolina. Location assignments will be made on or before July 15, 2005. However, it is understood that all assignments are tentative and may be changed by the administration upon notice to and consultation with the Employee in accordance with Board policy. All personnel assignments are the responsibility of the administration and may be changed without affecting the validity of the contract. If, for reasons of financial exigency or budgetary constraint, the number of working days for the year is reduced below the number prescribed in this contract, no payment will be due or made to the employee for the days lost due to reduction.

The Employee will possess throughout the term of this agreement a valid and appropriate certificate to teach in the schools of the State of South Carolina. Proof of these qualifications shall be filed by Employee in the Superintendent's Office by July 1, 2005, or within fifteen (15) days of the Employee signing this contract whichever occurs later.

In consideration of this agreement, and pursuant to the salary schedule adopted by the Board, the Employer promises to pay the above-named Employee for professional services rendered during the life of this contract the sum to which (s)he is entitled under local, state and federal allotments or any combination of these. The Employer represents that said schedule will be adopted and published as soon as practical.

In the event the Employer has a substantial, unanticipated loss or reduction in any amount of these funding sources, it shall at its discretion terminate this contract or reduce pro-rata the payment made for services rendered under this contract.

The Employee agrees to render acceptable service for 180 teaching days and 10 days of in-service in addition to regular staff development programs carried on in the individual schools and at the district or area levels during the year. If, for reasons of financial exigency or budgetary constraint, the number of teaching and/or in-service days for the year is reduced below the number prescribed herein, no payment will be due or made to the Employee for days lost due to such a reduction. If a reduction in force is required, pursuant to conditions stated above, the order of separation of teachers shall be administered according to Board policy. If a reduction in salary is required, in accordance with the terms stated above, said reduction shall be applied uniformly to all professional personnel in the District.

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Special Covenants: \_\_\_\_\_

This offer of employment is subject to receipt of a criminal record history report from the South Carolina Law Enforcement Division, which reveals no good and just cause for its withdrawal.

This contract is not valid unless authorized by the Board of Trustees and signed by the Superintendent. The Employer's offer shall remain open through April 25, 2005. This offer may be accepted by signing and depositing the original in the Office of the Superintendent or his designated agent, on or before April 25, 2005.

The Employee may be released from this contract upon 30 days' written notice; however, the District reserves the right not to release the Employee until a suitable replacement is found.

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

TRUSTEES OF THE SCHOOL DISTRICT OF LEE COUNTY

Laura A. Toney  
Employee

4-22-05  
Date

Mark James  
Superintendent

**From:** Ron Webb  
**To:** Toney, Laura  
**CC:** Addison, Tonya  
**Date:** 9/5/2013 4:15 PM  
**Subject:** Re: Class size

Thanks. I will take a look into the matter and see if it is possible to get another social studies FTE, things can be a little tight as it relates to funding for new FTE's. I will ask about this. In reference to the class size, we do our best keep class sizes at 30 or below. I will take a look. As it relates to students who may be having some discipline issues in class. Keep in mind to make sure you follow procedures in contacting the parents first for level ones. However, for level 2 and 3 make sure you contact the administration and document. If you need any assistance in getting in touch with student parents and having conferences please submit those names to guidance and your grade level administrator, so they may assist.

Thanks for all you do! Have an outstanding day!!

rw

>>> Laura Toney 9/5/2013 2:20 PM >>>

I need some intervention about my class sizes. My 3rd Period class consists of 29 students. As you know, this is United States History EOC. It is very difficult for me because of the class size and the behavior of some of these students. I am requesting that some of these students are transferred or another United States History Teacher is brought in to help me. We have always had at least two United States History Teachers. As you also know, United States History EOC scores are very low. It is impossible to be effective when you have these many students in one class with discipline problems.

Thank you for your attention in this matter.

Laura Toney

September 15, 2013

Mr. Webb,

I am writing to express some concerns that I have about the school environment and the direction the district office is taking us. In the four weeks we have been in session, I have seen the environment go from exciting and positive to one that is very negative and concerning to me.

While on morning duty in the cafeteria the second day of school, a teacher began causing a scene in front of students and other staff members on duty. This teacher began accusing Mrs. Addison of rewarding her "buddies" with extra free time while everyone else had to hold a homeroom. She said she was going directly to the superintendent with her complaints. I stepped in trying to explain to her the plan behind having homeroom and those who did not have homeroom had additional duties to perform during that time. Mrs. Johnson-McKnight offered to take the homeroom students from the teacher voicing her concerns about the "buddy system", but she would not hear of it. I texted you and Mrs. Addison alerting you to the disruption this teacher was causing and the threats she was making of going to the superintendent. I had hoped that you would have stepped in to defuse the situation with this teacher before it was taken to the district office.

We now know this teacher did get an immediate audience with Dr. Andrews. The directive came that everyone would now have a homeroom. In addition to my now getting a homeroom, I am now required to teach Algebra 1 and English 1 during this time. I know nothing about teaching those subjects. Based on what I witnessed with enrichment last year, this revamp of enrichment is once again going to be a waste of time for the students and teachers. It will have zero benefit to the students for me to put a math problem on the board because I can't explain how to get the solution. It also is now a major concern to me because while I am expected to teach during this time, there is NO accountability being placed on the students to learn during this time. They are not being graded or given any credit for completing the activities during this time. To be honest, I see the students point of view. Why would I - as a student - want to do extra work if there is no grade being given?

The teacher who complained about having a homeroom has also complained to Dr. Andrews about having 27 or 28 students in a class. It is my understanding that this teacher is once again being accommodated. I would like to point out that the Algebra 1 classes last year had 30+ students in them and the EOC scores increased. This teacher was to teach a combination of 9th/10th grade this year until, once again, she complained and was moved back to the 11th grade. She got exactly what she wanted and is still not happy.

I don't understand the power this complaining teacher has. I asked for a meeting with Dr. Andrews to discuss our proposed field trip and had to wait 2 weeks to get a meeting. She has gotten 2 or 3 meetings within days of each other. Myself and other SCEA members fear she is using her position as our local LCEA president to get these meetings - possibly even presenting

her own agenda as concerns of the staff of our school. I will be emailing Jackie Hicks, President of the SCEA, about those concerns of her misuse of power.

This same teacher is consistently late to school. She arrives between 8:15 and 8:30 almost everyday. I know this because I watch her pull into the visitor parking lot and enter the building using a side door. She does not report for her morning duty. In fact, she paid another teacher to do her duty last year.

The actions of this single teacher have put negative attention on the faculty and administration of LCHS from the district office. It seems that everything positive you and Mrs. Addison had put in place is no longer acceptable. We are now being required to justify our daily activities in our lesson plans and put the amount of time we are going to spend on each activity in our plans. I feel I have demonstrated appropriate planning on my part. If the D.O. has an issue with the planning a teacher has done, they should deal with that teacher. I feel I am being punished with more work. You have been in my class. You have seen that I plan and implement my standard driven instruction everyday.

I was looking forward to this school year given the positive staffing changes that were made at the end of last year and during the summer. I am pained to say that this positive environment has turned into a negative environment. I am deeply concerned that we are being put under a microscope because of one teacher who is pushing her unhappiness, personal agenda and vendetta against members of the administrative team. My stomach has been upset for weeks and my depression is growing. Mr. Webb, I actually had thoughts of resigning this past Friday. It angers me that I have let the actions of one member of our staff cause me to entertain a thought of walking out.

I am not alone in my discontent with how the D.O. is giving this teacher so much credibility and how that credibility is leading to a negative view of the rest of the faculty. I come to work early every day. I stay late when needed. I am on duty each week. I try to promote a positive work environment. You have amazing teachers on your staff who work their butts off for the children. We go above and beyond the call of duty. I find it disappointing that a teacher who puts herself first and students second can bring down the moral of many. Last year, you know how hostile an environment we worked in. I can't do it again. I thrive in positive environments and working with like-minded people.

I have been sitting on these concerns for several weeks now, but can no longer keep silent because it is impacting my health, my performance in my work, and my colleagues who work very hard everyday to educate these students. I have been cautioned about raising concerns about the actions and behavior of this one teacher. I no longer worry about what she might be able to do to me or that I might become the latest target in her trying to destroy all things positive at LCHS.

Things at LCHS can't, and won't, get better unless we address the concerns that I and my

colleagues have raised. Please support the teachers who support you. Defend the plans you and Mrs. Addison have made for our school this year. I want to be excited about coming to work again.

Kindest regards,



Lee County School District  
P.O. Box 507  
Bishopville, SC 29010

FILE: GBK-E

(803) 484-5327

Fax (803) 484-9107

GRIEVANCE FORM

This form is to be completed in the filing of a grievance under district policy, Staff Concerns/Complaints Grievances. (GBK-R)

Name: Michael C Baldwin SS#:             
First M Last

Job assignment: Teacher

Location (school or department): Lee Central High School

Supervisor's name: Ron Webb

Supervisor's position: Principal, LCHS

If you feel your supervisor is not the person who should address your grievance, give the name and position of the person you feel should address your grievance: \_\_\_\_\_

Dr. Andrews, Superintendent

State the action you feel was in error and what board policies and administrative procedures, rules and regulations were violated, misapplied or misinterpreted. (Use the back of this form, if necessary.)

See Statement Page 2

Date the action occurred: September 27, 2013 (Friday)

State why you feel the action was in error: \_\_\_\_\_

See Statement Page 2

Michael Baldwin  
Signature

9-30-13  
Date

Present this to your direct supervisor even if you feel he/she was not responsible for the error. He/She will be responsible for passing it to the appropriate person, if necessary.

Lee County School District

**State the action you feel was in error and what board policies and administrative procedures, rules and regulations were violated, misapplied or misinterpreted. (Use the back of this form, if necessary.)**

On September 27, 2013, Mrs. Laura Toney presented private information about my private life in an open forum. In doing so, she demonstrated malice, ill-intent, and violations of statements in Board Policy GBE. Mrs. Toney has NOT:

- "Carried out assigned responsibilities with conscientious concern."
- "Care and protection of school policy."
- shown "Concern and attention toward their own and the boards legal responsibility for the safety and welfare of students."

Also, from Board Policy GBE:

"In their association with students, all school employees through their manner, dress, courteousness, industry, and attitude establish themselves as role models who influence the development of young people. The board expects its staff members to be exemplary models, as well as promote exemplary instruction."

Mrs. Toney sharing private details of my life has demonstrated that she is not a role model for students and has done harm to me that could keep me from performing the duties the board has assigned to me. This is a blatant attack of my character and the "harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment" (Board Policy GBAA).

**State why you feel the action was in error:**

On Friday, September 27, 2013, Mrs. Laura Toney revealed information she had obtained about my private life to my co workers during a social studies department meeting and to students who may have been in the hall during and after the meeting. Mrs. Toney has somehow obtained information about my sexual orientation and the fact that I had lost a partner in 2007 to cancer. I have never shared this information with Mrs. Toney, or with others, at LCHS. However, she somehow was able to obtain this information and in a very unprofessional manner, has taken some of the most private details of my life and used them with malice to impugn my reputation with coworkers and students, seriously impacting my job. Her intention was to do harm to me through defamation of my character. This defamation could lead to my losing my job, losing the positive working relationship with my co workers, and the teaching relationship I have made with my students. Her revealing private information of my personal life about my sexual orientation could cause me to suffer mentally and emotionally due to ridicule and difficulties created by her statements.

Mrs. Toney's unprofessional actions is oral defamation, a malicious act of spreading statements about me in a way intended to do harm. She repeated these statements twice during the meeting and repeated them while walking down the hall for numerous others to hear. The more people she could get to hear the private details of my life, the greater harm she is likely to do to me, my reputation, and my character.

**From:** Tonya Addison  
**To:** Michael Baldwin  
**CC:** Ron Webb  
**Date:** Sunday - September 29, 2013 9:53 PM  
**Subject:** September 27,2013

On September 27, 2013, at the end of the social studies department meeting during first period, Ms. Toney made the following statement: " I am just trying to get through September. This is the month that I lost my husband and my mother. It's hard for Mr. Baldwin because he also lost his partner." She made reference to him losing his partner twice while in class. Mr. Baldwin didn't comment. I left the class shortly after Mr. Blair and Ms. Toney. As I was walking down the hall, Ms. Toney slowed down and asked, " You didn't know that Mr. Baldwin lost his spouse?" I said, "No, how would I know?" She said, " He lost his spouse. A husband."

Tonya Addison  
Administrative Assistant  
Lee Central High School  
1800 Wisacky Highway  
Bishopville, SC 29010  
Phone: (803) 428-4010  
Fax: (803) 428-4062.



Michael Baldwin <michael.curtis.baldwin@gmail.com>

---

## Statement

1 message

---

Kara Fowler <fowlerk4@yahoo.com>

Sun, Sep 29, 2013 at 4:16 PM

To: "Michael.curtis.baldwin@gmail.com" <Michael.curtis.baldwin@gmail.com>

On Friday, September 27 all the Social Studies Teachers (Mr. Blair, Ms. Fowler, Mr. Peyton, Ms. Toney and Mr. Baldwin) went to Mr. Baldwin's classroom for the weekly Social Studies Department meeting. Before the meeting began Ms. Toney informed everyone that September was a really hard month for her because both her mother and husband died during that month in the same year. She then went on to say "I know it's probably hard for Mr. Baldwin too, because he lost a spouse, in 2007." No one commented when this statement was made. The meeting than began and shortly after Mrs. Addison entered the room to attend the meeting. Towards the end of the meeting Ms. Toney made the same statement about it being a hard month because of her loses and Mr. Baldwin losing a spouse. However, the second time she added "isn't that right Mr. Baldwin" as if to question the validity of her previous statements. Once again no one responded, including Mr. Baldwin. Then everyone began leaving the room because the meeting was over and second period was about to begin.

Kara Fowler  
September 29, 2013

Sent from Yahoo! Mail on Android

**From:** Anthony Blair  
**To:** Michael Baldwin  
**CC:** Ron Webb, Tonya Addison  
**Date:** Sunday - September 29, 2013 9:00 PM

**Statement:**

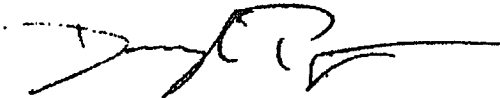
Toward the end of our department meeting held on September 27, 2013; Ms. Toney made the following statement to everyone in attendance: September is a very hard month for me, This is the month that I lost both my husband and mother, so it is a very hard month for me. Mr. Baldwin knows about that, he lost a spouse in September also. That was the end of her statement. Upon leaving the room I heard Ms. Toney ask Mrs. Addison did she know Mr. Baldwin had a spouse I did not hear the rest of their exchange because I walking far ahead of them as they continued to converse.

Darryl Peyton  
109 Henderson St.  
Sumter, SC 29150

September 28, 2013

On September 27, 2013 I was attending a Social Studies Department meeting. Out of the blue and unprompted, during the meeting on two separate occasions, Ms. Laura Toney announced to the entire department that, "September was a difficult month for me. I lost my husband and parents this month." She then continued to announce to the other people in the department that Dr. Baldwin knew what she was going through as Dr. Baldwin had also lost a spouse during the month of September.

Darryl Peyton

A handwritten signature in black ink, appearing to be 'D. Peyton', with a long horizontal line extending to the right.

Laura Toney Incident 9/27/13

Friday

9/27 9:30

Toney speaking in an soc stds department meeting made a comment that I should know how she feels about losing loved ones because I had lost a spouse. I did not respond.

9:50

As the meeting was wrapping up, Toney again brought up how I had lost a spouse. She asked me ~~was~~ for validation. I ignored her. Members present at the meeting were Toney, Baldwin, Fowler, Peyton, Blair, and Addison.

9:52

(As learned from a convo w/ Addison later that night) Toney continued to question Addison in the hall about if she knew I had lost my "Husband".

7:30-9:00pm

Coffee at Starbucks w/ Dery. Spoke w/ Addison, Lee by phone. Decided a formal grievance would be filed. Learned Tony had asked ~~me~~ at work. Asked Addison, Fowler, and Peyton to provide me w/ written statements of what they heard in the meeting & in the hall.

10pm

Emailed anti defamtion league for assistance

Sunday 9/29

Reviewed law, Lee County board policy & completed grievance against Toney.

mm  
9/30 7:35 A

Presented grievance documents to Mr. Webb. I asked for two to be given to the super - Dr. Andrews. He said he was leaving immediately to take the document to the District office.

9:30 Saw Webb speaking to Tony on the 200 hall. Diverted into Peyton's room.

9:45 Spoke w/ Webb in hall. He said he had met w/ Andrews & HR. He was instructed to interview witnesses & get a statement from Tony. I was told super did not want to meet w/ me at this time. I would be notified in writing of the status of the investigation.

3:30 Met w/ Dury in my room. Addison had had a conversation w/ her. According to Dury - Addison had a conv. w/ Webb and she took away from him that the D.O. did not see this incident as a "big deal".

3:40 Attempting to locate Addison in her office, I came across Tony waiting outside Addison's office. Glances exchanged. Very uncomfortable having to walk past her.

4:40 called Anti Defamation League - Atlanta office. Was told I need to speak w/ Sherrill or Cheryl. Had to leave a voice mail.

7:20 Emailed ACLU on advice from Dr. Hayes

7:30 Emailed Southern Poverty Law Center on advice from Dr. Hayes

3/1 Note from ANL 10/2 NOTED Lamba Legal + "Bitch" comment

Nov 10/3/13 8:20-9:15 meeting w/ super Dr. Andrews, Principal McWolk  
and Administrative Liaison Mrs. McDaniel.

I was asked by Dr. Andrews to state what happened on Friday, my  
past interactions w/ Tony and why she may have done the things  
she did. I went through the meeting, talking w/ Peety after school.  
Dung at Starbucks & Addison on the phone. Then talked about the  
cordial relationship w/ Tony last year - except for the UCEA election  
Martina Tony's outburst Day 2 at the cafe. Spoke of her  
complaining about Chum sizes in Sept etc.

Dr. Andrews produced a packet of my FB posts that had been printed out  
& "delivered". I took full responsibility for my posts. She advised  
to be careful in the future w/ some of the language I  
accepted that I then told her of the breach of security and how  
we worked to resolve that last night and believed it was  
now locked down.

I explained how much danger Tony could have put me in physically,  
the emotional damage she has done to be the worst and how those  
actions have directed my attention from steady. I explained how  
what she did could get me fined for being gay in SC.

I continued how I could not be around her anymore - for no reason. Dr. Ashmore said she was not asking me to be around her. Continue to be cordial - not under engaging.

I was told that the matter would be dealt w/ today while she was there and I asked to be told the resolution so that I could have closure on the matter. They agreed.

I was encouraged to not let this detail me and to continue to do the great job of educating the students. If I hear of any faculty, staff or student make further comments I can notify a member of this meeting immediately so it can be dealt w/.

10/3 notes from Attorney

1/21 Notified @ 12:45 By McDaniel/Inabb of scheduled deposition this Thurs @ 11am.

Contacted Kathy @ PSTA for legal representation, would have attorney contact me

1/22 Asked McDaniel who was doing deposition - Toney's Attorney. Made it seem as if district was not representing me and I did not need legal counsel.

**From:** Laura Toney  
**To:** Webb, Ron  
**CC:** Addison, Tonya  
**Date:** 9/30/2013 9:21 AM  
**Subject:** Departmental Meeting on September 29, 2013

I am writing a statement about the Departmental Meeting held on September 29, 2013. It has come to my attention that Mr. Baldwin has filed a complaint about a statement made by me. In the meeting I made reference to the fact that this is a sad time of the year for me because I lost my husband during the month of September. I also said to Mr. Baldwin that he should know how I feel because I heard that he too has lost a spouse.

I am sorry that my statement to Mr. Baldwin was taken the wrong way. I was just extending my condolences to him.

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Michael Baldwin  
Facebook Entries

**Friends**



**Deepthi Makey**

[Add Friend](#)



**Magna C. Fowler**

[Add Friend](#)



**Mark Griggs**

[Add Friend](#)



**Rusty Lee**

[Add Friend](#)



**Tonya Jarvis Addison**

[Add Friend](#)



**Tracie Dury**

[Add Friend](#)

**More About Michael Baldwin**



**Michael Baldwin**

September 27 at 3:50pm

so during my department meeting this morning a coworker made a reference to an event from my past that I have NEVER brought up at work. I keep my private life private. I seriously think she had a background check done on me! Really? Why would you do this? This lady is CRAZY!

Share

Bryan Blizzard O'connor likes this.



**Ed** And dangerous.

September 27 at 4:14pm



**Michael Baldwin** Yes sir she is!

September 27 at 5:40pm



**Carla** How did she know about the shenanigans from the wedding weekend? Did she specifically say red bug???

September 27 at 6:28pm via mobile



**Michael Baldwin** Oh the red bug! Shhhh. We. Can't talk about that!

September 27 at 6:29pm via mobile



**Ed** In South Carolina, it is legal to go into meetings "wired" (taping, not . . . ). Several of The Pirates at Winthrop learned that. Keep that in mind.

September 27 at 6:56pm



**Lacy** Wow

September 27 at 7:00pm via mobile



**Michael** it is also legal to record a phone call without letting the other person know you are taping it



**Michael Baldwin**

September 27 near Suffolk, VA via mobile

That fucking bitch outed me at school today! I hope she understands the definition of lawsuit!

Share

10 people like this.



**Amanda**

Wtf! What did she say?? Sue her ass.

September 27 at 8:07pm via mobile 1



**Lacy** I agree

September 27 at 8:46pm via mobile 1



**Michelle**

Uh oh

September 27 at 9:07pm via mobile 1



**Deepthi Makey** I kinda know who u talking about!! I was in same situation last year, fight is for fighters!! Show her the door to retirement or another school!!

September 27 at 9:40pm via mobile 1



**Mitch**

That sue for telling the truth

September 28 at 12:45am via mobile



**Mitch**

I watch judge Judy lol

September 28 at 12:46am via mobile



**Andrew**

Sue a bitch!!! Let the Jordan side fly!!!!

September 28 at 8:26pm via mobile 1



**Michael Baldwin** Yes sir!!

September 28 at 8:28pm via mobile



**Michael Baldwin**

2 hours ago · near Sumter, SC

I don't want to be in the same room with that person. Just makes me sick to my stomach.

Share

2 people like this.



**Ed** : Is there nothing you can do?? If you had a union you could, but you don't so you can't. ACLU? At least warn them?

2 hours ago · 1



**Michael Baldwin** I have contacted the anti-defamation league. Will contact lambda legal tomorrow. ACLU will be added to my list to contact.

2 hours ago · 1



**Ed** : Good step. ACLU would love this, in so far as I understand the way it is shaping up. I assume you can expect 0.000% support from The Bosses? This could, and probably will, get very nasty, but you have smelled that stink already. Record everything in writing, as it happens: Journal time. No matter how harmless or mundane it feels at the moment. During the Purges, all Soviet officers kept multiple levels of "official records". And keep a Xeroxed copy in another location.

2 hours ago · Edited · 1



**Ed** Also the Southern Poverty Law Center, which is getting deeply into the sort of "stuff" that I fear is emerging here.

2 hours ago



**Michael Baldwin** yes sir, i am documenting everything and i have copies at home and locked up at work, plus im giving copies to a third party to hold

2 hours ago · 1



**Michael Baldwin** ok i will add them to the list

2 hours ago



**Ed** You know the dance. I am sorry you do, but that is the world in which we live.

2 hours ago · 1



**Michael Baldwin** yes it it...

2 hours ago



**Ed Haynes** Vermont??

2 hours ago



**Michael Baldwin** sound nice

2 hours ago



**Ed** Any place with, among other benefits, Bernie Sanders as a senator. And not in the Cosmic Cloaca of SC.

2 hours ago · 1



**Michael Baldwin** thank you dr. haynes. i have just contacted both of those suggested organizations.

about an hour ago · 1



**Lacy** Good sound advice. I, too, am saddened by this situation and hope for a resolution soon.

18 minutes ago via mobile



**Michael Baldwin** shared Cory Vance Kemp's photo.  
3 hours ago · ↗

Kinda explains why I plan to follow this through to the bitter end!



**Michael Baldwin**  
3 hours ago near Mulberry, SC via mobile · ↗

There are some great people that work at the Anti defamation league In Atlanta!

Share

8 people like this.



**Michael Baldwin**

August 24 near Sumter, SC

finally some good news tonight! another piece of the poison has been eliminated!!  
yahooooooooo!!! trying not to celebrate too much 😊

Share

👍 8 💬 2

8 people like this.



**Teresa**

August 24 at 9:51pm



**Michael Baldwin** not posting it on fb

August 24 at 9:52pm · 🗨️ 2



**Michael Baldwin**

September 14 near Sumter, SC

It pisses me off that the negativity being created by a select few have caused me to question my career choice. Why have I given said individuals such power over me? Something has to change...

Share

4 people like this.



**Mark**

Screwum

September 14 at 8:14pm via mobile · 🗨️ 2



**Michael Baldwin** Easier said than done...

September 14 at 8:14pm · 🗨️ 1



**Laurella**

: take back your power

September 14 at 8:21pm · 🗨️ 1



**GaryDebbie**

This too shall pass.

September 14 at 8:45pm via mobile · 🗨️ 1



**David**

come to raleigh! I think we're still hiring teachers 😊

September 14 at 10:15pm · 🗨️ 1



**Michael Baldwin** shared Sarcasm. Because beating the hell out of people is illegal. :c('s photo.  
August 21 18:

look familiar?

With Adam Q-ball Schaffer and 6 others.





**Michael Baldwin**

September 17 near Bishopville, SC via mobile

As we celebrate constitution day, I just had a 9th grade student ask me what the constitution was about! Seriously? I told him it was the document that gave him the freedom to sleep during the video that explained all about the constitution! Geez!!

Share

13 people like this.



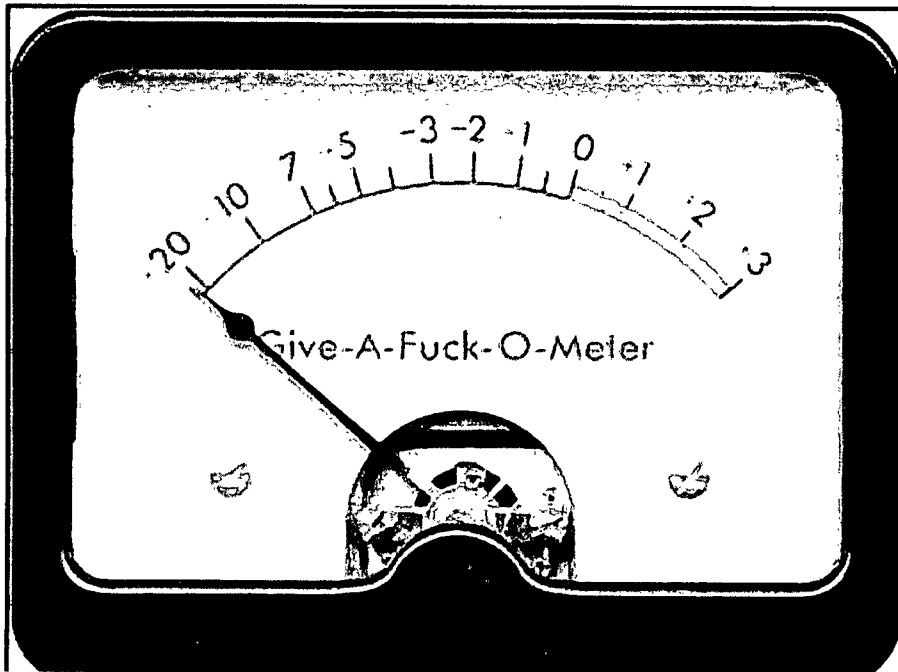
**Michael** Good for you!

September 17 at 1:40pm



**Michael Baldwin** shared 1 photo.

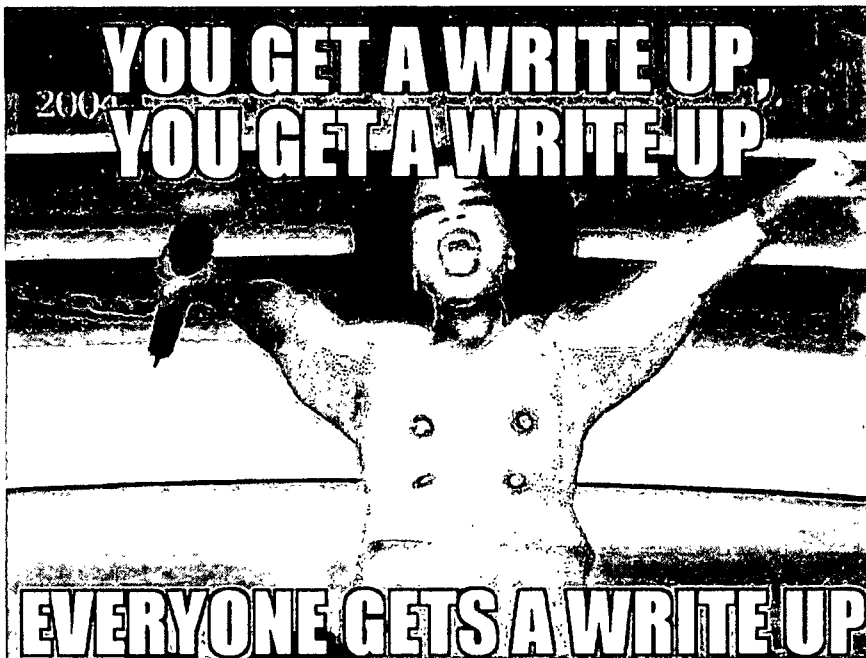
September 22



Share



Michael Baldwin shared Lowe's Memes's photo.  
September 24



**Bryan** But i'm a good student!  
September 24 at 6:00pm



**Michael Baldwin** No. No ur not.  
September 24 at 6:03pm via mobile



**Bryan** Then why did i get a citizenship award from SHS  
September 24 at 6:04pm



**Michael Baldwin** Because you were the only one not to get arrested  
September 24 at 6:05pm via mobile



**Bryan** ...: Beacuse im a good kid  
September 24 at 6:05pm



**Michael Baldwin** Oh ok. You still get a write up! Hahahaha  
September 24 at 6:06pm via mobile



**Bryan** How dare you taint my perfect school record i'll kill you  
September 24 at 6:06pm



**Bryan** I mean  
September 24 at 6:06pm



**Bryan** I'll lick you to death  
September 24 at 6:06pm



**Michael Baldwin** Sweet!!!  
September 24 at 6:07pm via mobile · 🍻 1



**Michael Baldwin** Magna C. Fowler can we get this picture printed In poster size?  
September 24 at 6:10pm via mobile



**Magna C. Fowler** I'll let u know once they release the budget! Lol  
September 24 at 6:19pm via mobile



**Michael Baldwin**  
February 10

Share

2 people like this

View 2 more comments



**Mary-Helen** On this is a before pic. I would like to see the "after" pics of whoever drank it. Lol

February 10 at 8:22pm via mobile 1



**Michael Baldwin** Umhm no. Don't think those will make an appearance on here

February 10 at 8:24pm 1



**Mary-Helen** That's prob for the best. haha

February 10 at 9:30pm via mobile 1



**Martha** Did you save a sample for your favorite Aunt??????????

February 10 at 9:38pm



**Michael Baldwin** Come and get it

February 10 at 9:39pm



**Martha** Ok I will!!!!

February 10 at 9:43pm



**Michael Baldwin**  
August 9 via mobile  
near Sumter, SC

Ur welfare dollars at work

Share

4 people like this.

View 4 more comments



**Stephen** LOL, you can't buy beer with SNAP, but you can buy rib-eyes and lobster!

August 9 at 5:46pm



**Mark** One of my students told me that her parents sold their food stamps for cash and used the money to buy an iPhone.

August 9 at 6:24pm via mobile



**Zenobia** Unfortunately, in any system there are misappropriations and misuse, regardless of social economic status, gender, and race. Safeguards should be in place to better restrict or streamline this. Hopefully, people will become more educated, conscientiou... See More

August 9 at 11:39pm via mobile



**Stephen** Yes we would if they pulled out a SNAP card to pay for the water.

August 10 at 2:48am



**Stephen** The real fix for SNAP is to restrict what you can buy to the basics. You might need some rice or those. You do not need



**Bryan**

September 27 near Sumter, SC

Are there any apartments on this side of town that are affordable that i wont get robbed in?



**Bryan**

I kinda feel like just dropping everything and living in the woods like a feral hermit or something lol

September 27 at 3:58pm



**Jennifer**

You could always get a tent and some sort of wifi adapter.

September 27 at 3:59pm



**Bryan**

I wouldn't last in the woods though, LOL. "Mum, theres a strange man living in the woods behind our house in a tent, thhe only things in there is a computer and some cans of beans."

September 27 at 4:00pm



**Jennifer**

LOL. "Honey there is someone in our back yard with a desktop computer and I'm pretty sure hes using our wifi. He's calling himself the Domo King and he's about to start a campfire....round up the kid's we're leaving."

September 27 at 4:01pm · 🗨️ 1



**Bryan**

LOL hahaha

September 27 at 4:02pm



**Michael Baldwin** You can rent a room from me!

September 27 at 4:58pm via mobile



**Bryan**

😊

September 27 at 5:53pm



**Michael Baldwin** no...really you cant!

September 27 at 5:56pm



**Bryan**

😊

September 27 at 5:01pm via mobile



**Daniel**

I feel your pain. I wish I could be a senior in hs for the rest of my life, and you're nght they shoulda taught us that shit in school, instead of all the pointless bullshit i've already forgotten. least im 21 now though. bout to party tonight!

September 27 at 6:48pm via mobile · 🗨️ 1



**Bryan**

Turn upppp

September 27 at 6:52pm · 🗨️ 1



**Bryan**

September 28 near Sumter, SC

I told myself i would go to pride this year but i really can't be bothered to actually get out of bed and go up there.

Share

6 people like this.

View 1 more comment



**Bryan**

😊

September 28 at 1:37pm

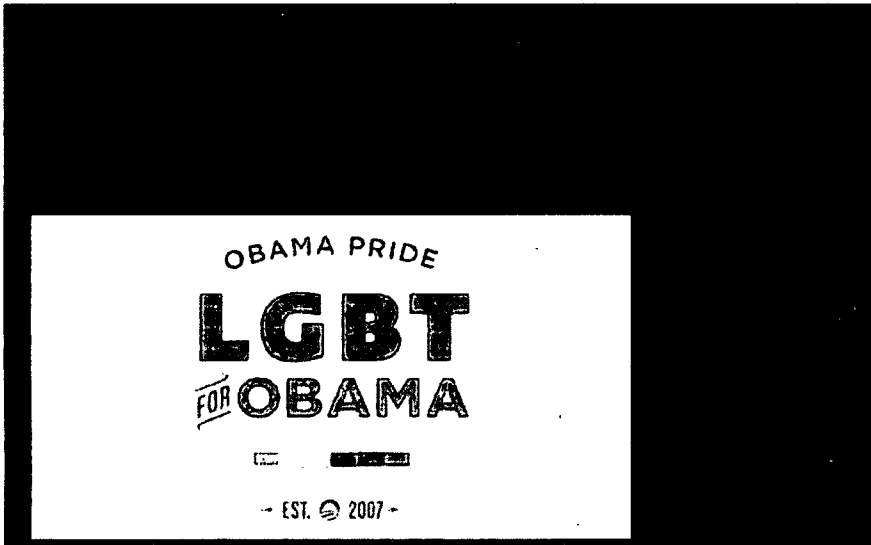


**Lee**

<<

September 28 at 3:15pm · 🗨️ 1





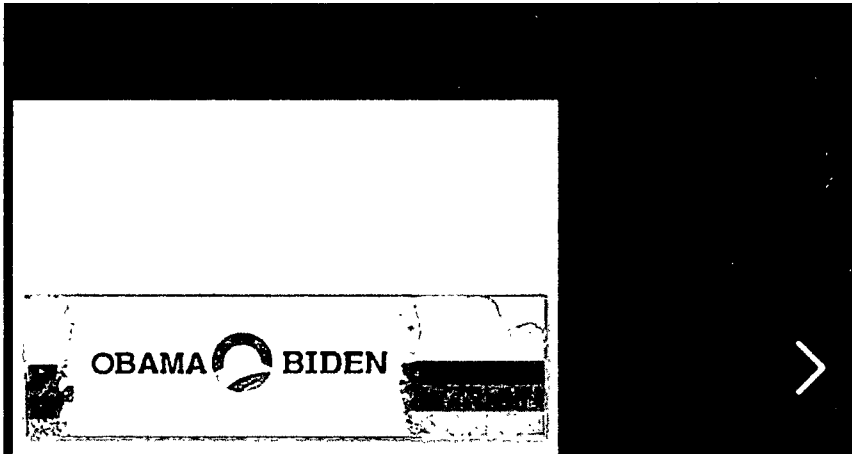
**Michael Baldwin**  
 October 22, 2012

Share

Sponsored by **Starwood Preferred Guest® (SPG)** See All  
 From Chile to Malta to New York City you can travel the globe & dine at our

Like

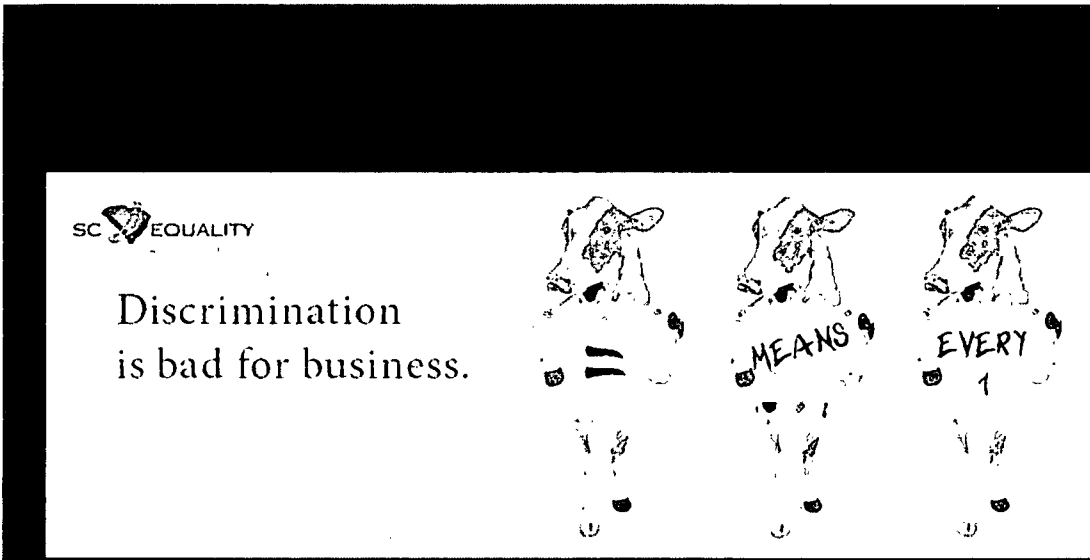
Live Young Forever  
 Want softer, smoother skin? Check out Cll. Doctors are shocked by it



**Michael Baldwin**  
 October 22, 2012

Share

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 A prepaid Smartphone without a contract. Only \$60 a month! Get it now. <http://bit.ly/1aUX37i>



**Michael Baldwin**  
 August 1, 2012

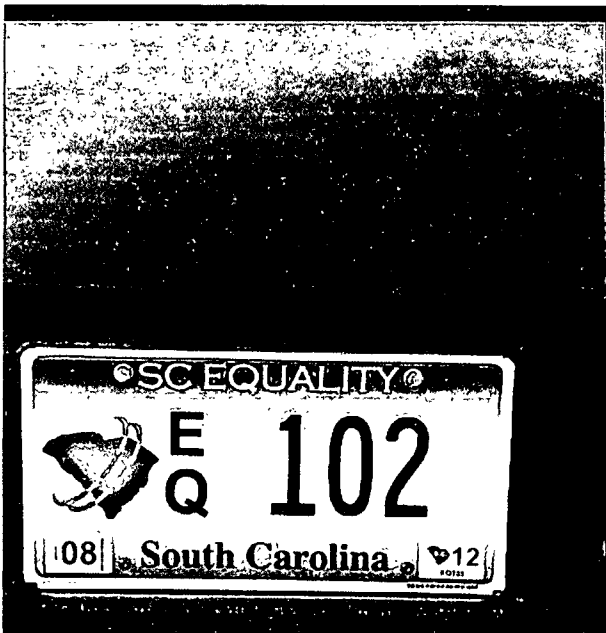
Share

Ashley likes this

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 From Chile to Malta to New York City globe & dine at our

Like

Live Young Forever  
 Want softer, smoother skin? Check out Cll. Doctors are shocked by it



**Michael Baldwin**  
February 1, 2012 via mobile  
near Sumter, SC

Proud of my new SC equality license plate!!

Share

9 people like this



**Lacy** love, love, love!!!!  
February 1, 2012 at 9:41pm via mobile



**Tara** where did you get this?  
March 14, 2012 at 4:40am



**Michael Baldwin** you order them from the dmV.  
they are brand new!!  
March 14, 2012 at 5:58am



**Martha** Love IT!!  
March 14, 2012 at 12:58pm via mobile

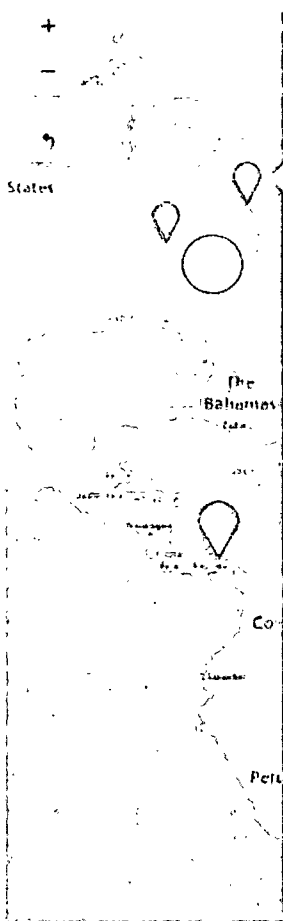


**Tara** ok thank you i what one lot  
March 14, 2012 at 3:08pm via mobile



Michael Baldwin

All Places 24 Life Events 4 Photos 2 Recent 3



### Washington, District of Columbia

City



### Got Married

March 14, 2003 in Washington, District of Columbia

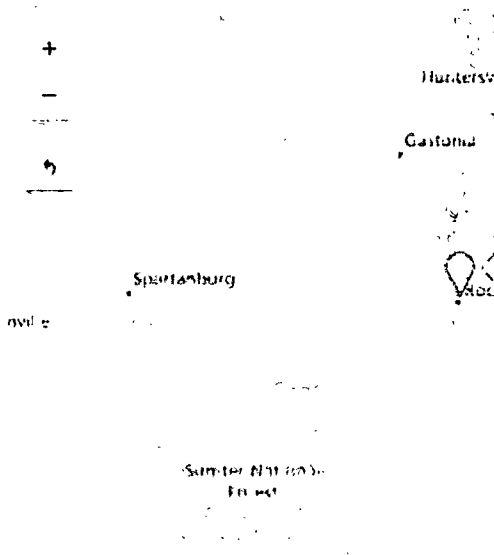
I committed myself to the love of my life Scott Baldwin on the steps of the Jefferson Memorial. We then turned a flipped off Bush who was home in the White House.



Michael Baldwin



All Places 24 Life Events 1 Photos 2 Recent 8



### Rock Hill, South Carolina

City



### In Memory of Scott Baldwin

January 10, 2007 in Rock Hill, South Carolina

Husband

After a long battle with cancer, Scott died in my arms while at home.

10/3/2013

Mr. Baldwin:

Tell how it happened  
who was involved,  
share

1st of all I am gay,  
nothing I share on  
daily basis

Dept. Maly  
Tony Fowler, Blair, Tony  
Baldwin  
Address came in later

Met in my room

I was it

Ms. Fowler said "Good  
if Mr. Ms. Tony was all  
you."

Sept is so depressing to  
me.

Mr. Baldwin should know  
how I feel - - -

Never shared w/ anyone  
at school.

Shudder ducked  
immediately went into  
duck mode

Out of fear retreating

Mr. Blair starts meeting

USA test Prep

at conclusion of meeting

3min went to

Ms. Toney made statement  
made statement to Mr. Adhian  
about Sept.

Just that night Mr. Bal

You didn't realize Mr.  
Baldwin lost his

Spouse?

I talked to Rusty Lee  
confident, math  
teacher?

Same mentalities as  
teacher

Tracy Perry as well!

meet me @ Starbucks

Friday evening

Mr. Lee called me  
asked him if he  
was OK

I talked to

Ms. Addison called Monday  
while we were @ Starbucks:

A  
Ms  
Addison  
spoke  
this

That's when I learned  
that Ms. Perry continued  
to talk about the  
incident to Ms. Addison  
You didn't know he  
had a husband

Since Friday has anyone  
else talked about this

Ms. Dany, Ms. Fowler, Addin  
Lee they don't know  
I was gay!

I don't where she  
got this info. I  
lost Scott 2007

Do you remember Ms. Toney  
saying something about  
my losing a spouse?

Would you mind writing  
a statement?

Tell me about your  
relationship w/ Ms. Toney

We are not friends, civil  
to each other last  
year!

None of us had signed  
a letter and we were  
denied further before we

We have been  
voting irregularities about  
how ballots were  
handled.

Frank for president  
Ms. Torrey also ran papers  
- 2<sup>nd</sup> day of school, Ms. Torrey  
made statements about  
her buddies not having  
homeroom

Explain dept. chairs  
- extra duty  
- once I realize she  
wasn't listening

How many teachers were around  
James Johnson-McKnight  
(possibly sip)

During one dept. meeting  
complaining about class  
sizes  
- she ask us to take a section  
of U.S. classes

I made a statement to them  
" This is ~~the~~ situation we  
have been given."

27 or 28 students

I don't care!

I try not to engage her  
in any way?

Last year told to watch  
myself around her

No profane words with  
her!

Never shared w/ her I  
am gay or that ~~is~~  
lost Scott

Is this your Facebook  
page ???

I have a question about  
the person out of  
school.

Be careful what you  
put ~~it~~ on your Facebook

10/3/2023

Be careful our email

Check my settings:

"Set to friends only"

My Addison was able to log into my acct via her husband's acct.

I encourage to be careful about the language.

My concern: ~~she is sharing~~

she sharing info w/ anybody else.

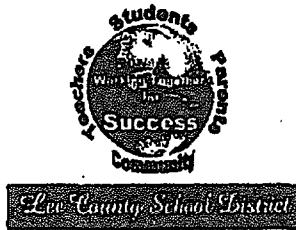
I take responsibility for info on facebook"

If anyone comes to you?

Spoke w/ counselor: Defamation League resources?

I am not going to stand by

I appreciate it's not being  
pushed aside



October 4, 2013

Phone Call & U.S. Mail

Ms. Laura Toney

This purpose of this correspondence is to officially inform you that you have been placed on administrative leave (with pay) effective October 4, 2013, until further notice. We are currently investigating an incident in which you violated district policy by creating a disruption to your assigned school by sharing personal information on another staff member to other staff and students at Lee County High School.

While you are on administrative leave you will not visit any Lee County facility, utilize any school equipment to communicate (including access to computers or e-mail), nor are you to contact fellow employees of the Lee County School District.

During the time of the administrative leave, you are expected to be available for conferences during normal school operating hours.

Should you have any questions or concerns about this process, please contact me at 803-484-5327.

Sincerely,

Nettie L. Vaughn, Ed.D.  
Assistant Superintendent for Personnel and Student Services

cc: Mr. Ron Webb, Principal

Dr. Wanda Andrews, Superintendent for Lee County Schools

Personnel file

22 Oct 13

submitted by  
~~John Vault~~  
22 Oct 13

Ms. Toney, Dr. Andrews, Mr. McDaniel, M. Vaughn

- Questioned RE: Contacting Board member  
Violation of procedure

Investigation

Teacher didn't "friend" her on Facebook  
she disseminated info.

Disrupted school climate

New students talking to teachers  
abt FB situation

Distracting students

invaded teacher's privacy & spread info

Hostile environment created

Brought FB info to Dr. Andrews &  
told to drop issue til Principal got back  
w/ her

Ms. Toney denies allegations - "His page open  
to public" "His friends in clique are for"

"I sent it [redacted] but they called his  
name on intercom" "He was able to  
get on that FB page"

Why didn't you take info to Mr. McDaniel?

[redacted] took it upon himself to get the  
info.

This story doesn't agree w/ previous  
statement of Ms. Toney

Said to Mr. Baldwin - Hard month if you

When you lost a spouse"

Why do this publicly? "I didn't know he was married to a man until after fact"

"I did not involve [redacted] - He took it upon himself. Why was he allowed to access the info? He's a student."

Mr. A:

Bad decisions, in subordinate.  
Discussed situation w/ Bd members  
Bd member refused to discuss situation  
problems dealing w/ dishonesty  
Can bet's wrong abt yr actions  
Wouldn't have seen u F... B. if  
had not been on his FB

Mr. Tony - Check his Record from Baldwin Middle

Dr. A - Let's check your record from Sumner, let's stay on you

Tony - I'm getting lots of info on FB re: teachers, that interested when someone came to me saying someone has cursed you out on FB



On the Mr. McDaniel - I told you to  
leave it alone til Mr. Webb  
returned

Tony - I had faith in you when I  
brought the info to you

Dr. A - Obvious responses have changed  
since last meeting. Sorry can't see  
w/ ~~to~~ the magnitude of what  
happened. Can't see continued  
employment of district  
insubordinate, disruptive

Ann went to Mr. Webb or Mr. McDaniel  
abt situation  
inappropriate relationship w/ student  
- wasn't right for you to talk abt  
that mans private life w/ student,  
- wasn't right to not follow Mr. McDaniel's  
directive

T - No one can say that I talked  
abt Mr. Baldwin to them

Dr. A - While on admin leave didn't  
do the right thing

T - I never talked to ~~anyone~~  
abt my case

Dr. A - she wouldn't discuss it w/ you  
you said earlier you didn't call  
a bd member

T - I didn't say that

Dr. A - Did you call the board member?

T - I think it's time to call my attorney

D.A. Termination or resignation  
unintentional, disruptive, insubordinate  
~~disrespect~~

These are grounds for my recommendation  
for your termination.

Please be careful, if termination on  
record future employment will be  
difficult, Not again you want  
to play, I want you to know what  
happens down the road, look ahead,  
you've not been faithful, enough  
circumstantial evidence against you,  
you didn't tell the truth, you  
shouldn't have contacted the Bd  
member, I feel badly abt whole thing

0 27 8

T - Willing to keep a firm who  
 calls a person, <sup>this info is all over</sup>  
 the community  
 DA - We are staying on you & your  
 situation

T - Bec I told him in some of  
 his loss when he has it all out  
 I lost my husband & mother in  
 the same month

DA  
 Can't say that he is criticizing  
 you don't know that, what  
 badly, you are going down  
 a path that will not lead to  
 a good end, she A would see  
 you, there is progress that  
 has to be for future  
 employment if you

T so you are recommending  
 my termination?

- DA - recommending termination due to
- inappropriate conversation  
 w/ student RE teacher
  - insubordination
  - disrupting school climate

nailing you down to the truth  
is difficult

~~DA~~ dishonesty is not w/ me

DA: you weren't truthful w/ me  
you said you didn't call the  
Ed member

T: I said I didn't speak to her  
abt the case, I am excusing  
myself.

DA: I wish you the best

T: I did nothing. Dr. A. This was a  
conspiracy

Dr. A. ~~is~~ insubordination - didn't  
let situation alone as told by to do so  
by McDaniel.

T: ~~didn't talk to~~ What was I  
supposed to do w/ the info?  
I brought it directly to you  
Mr. McDaniel



Dr A - talking in circumlocution  
intending that you can't see  
what's there & wrong

T - What did I do? You  
had McDaniel the material.

Dr A - Give me the material (B)  
"please read this, a chd might  
be in danger". Would have  
taken material to Mr. McDaniel  
and left it alone. Didn't tell  
principal aware that material  
also shared w/ Dr. A.  
Not being truthful  
insubordination to Mr. McDaniel  
& Me - My directives said no  
discussion of this matter to  
anyone

T - Don't discuss w/ B & make  
Dr. A - She wouldn't allow you  
to discuss it w/ her.  
I'm done & I'm good if you  
change your mind let her know

~~1- 1+2 know? Ed leaving~~

A1. - Will be sent certified mail  
Don't know how you will  
receive it tomorrow



## LEE COUNTY SCHOOL DISTRICT

POST OFFICE BOX 507  
BISHOPVILLE, SOUTH CAROLINA 29010

Wanda L. Andrews, Ed.D.  
Superintendent

803-484-5327  
FAX 803-484-9107

October 29, 2013

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Laura Toney

Dear Ms. Toney:

This letter is to advise you of my intent to recommend to the Lee County School District Board of Trustees, at the November 18, 2013 board meeting, that your employment with the District be terminated, effective immediately.

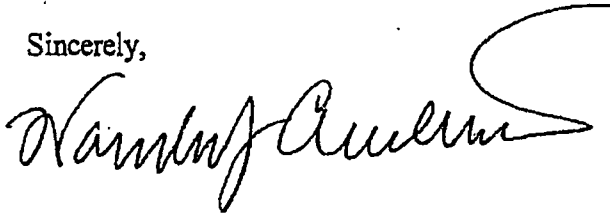
My recommendation is based on you engaging in behavior and conduct which caused unnecessary disruption in the workplace, as evidenced by your discussing a faculty member's personal information with other employees and students, even after being directed by an administrator to leave the matter alone. You further involved students by using a student's cellular phone to access another employee's social media account, and instructed a student to refuse to cooperate with the administration's investigation. Additionally, a review of your personnel file reveals that, you have been involved in other incidents of unprofessional conduct. Given the urgent need of the District to improve the academic performance of our students, there is simply no tolerance for persons who put their personal agenda above the need to work in a cooperative fashion with the administration for the good of all students. The adverse effect of your poor judgment and unacceptable behavior is exacerbated by your lack of candor during our investigation into your conduct. Your judgment and behavior with respect to this incident and generally towards the administration are unacceptable and justify the immediate termination of your employment under S.C. Code Ann. §§ 59-25-430 and 59-25-440.

As provided by S.C. Code Ann. § 59-25-470, you have a right to a hearing on this matter before the Board, provided your request is made in writing and received within fifteen (15) days of your receipt of this notice. You may serve upon the Board Chair or me, a written request for a hearing before the Board on the merits of this matter. If a request for a hearing is not received within fifteen (15) days of your receipt of this notice, I will ask the Board to enter an order terminating your employment.

*Lee County School District does not discriminate on the basis of race, gender, disability, age, religion, immigrant status, or national origin in its educational programs and employment practices. Questions pertaining to Section 504 inquiries, may be directed to the Section 504 Coordinator, Anita Brown, Director of Special Programs. Questions pertaining to Title IX may be directed to the Title IX Coordinator, Dr. Nettie Vaughn, Director of Personnel and Student Services P.O. Box 507, Bishopville, South Carolina 29010, (803) 484-5327.*

Should you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Wanda L. Andrews". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Wanda L. Andrews, Ed.D.  
Superintendent

cc: Ms. Sanya Moses, Board Chair  
Dr. Nettie Vaughn, Director of Human Resources & Communications  
Personnel File  
Mr. Ron Webb, Principal



## LEE COUNTY SCHOOL DISTRICT

POST OFFICE BOX 507  
BISHOPVILLE, SOUTH CAROLINA 29010

Wanda L. Andrews, Ed.D.  
Superintendent

803-484-5327  
FAX 803-484-9107

December 18, 2013

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Ms. Laura Toney

Dear Ms. Toney:

This letter is to follow-up on my letter to you, dated October, 29, 2013, in which I advised you of my decision to recommend the immediate termination of your employment with the Lee County School District. By this letter, I am hereby amending the grounds for my recommendation.

My recommendation is based on you engaging in behavior and conduct which caused unnecessary disruption in the workplace, as evidenced by your discussing a faculty member's personal information with other employees, even after being directed by an administrator to leave the matter alone. Additionally, a review of your personnel file reveals that, you have been involved in other incidents of unprofessional conduct. Given the urgent need of the District to improve the academic performance of our students, there is simply no tolerance for persons who put their personal agenda above the need to work in a cooperative fashion with the administration for the good of all students. The adverse effect of your poor judgment and unacceptable behavior is exacerbated by your lack of candor during our investigation into your conduct. Your judgment and behavior with respect to this incident and generally towards the administration are unacceptable and justify the immediate termination of your employment under S.C. Code Ann. §§ 59-25-430 and 59-25-440.

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Should you have any questions, please feel free to contact me directly.

Sincerely,

Dr. Wanda Andrews  
Superintendent

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L. Toney, Page 2

cc: Ms. Sanya Moses, Board Chair  
Dr. Nettie Vaughn, Director of Human Resources & Communications

Personnel File

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BEFORE THE LEE COUNTY BOARD DISTRICT  
BOARD OF COMMISSIONERS

In the matter of:     )  
                              )  
          Laura Toney     )  
                              )  
\_\_\_\_\_                    )

**COPY**

DEPOSITION OF  
**MICHAEL C. BALDWIN**

\*\*\*\*\*

**Thursday, February 27, 2014**  
10:06 a.m. - 12:20 p.m.

The deposition of MICHAEL C. BALDWIN, taken on behalf of the Plaintiff at the LEE COUNTY SCHOOL DISTRICT OFFICE, 310 Roland Street, Bishopville, South Carolina, on the 27th day of February, 2014 before Carla S. Dominick, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

APPEARANCES

**W. Allen Nickles, III, Esquire**  
**Susan M. Fittipaldi, Esquire**  
NICKLES LAW FIRM, L.L.C.  
1122 Lady Street, Suite 610  
Columbia, South Carolina 29201  
Attorney for Laura Toney

**Deidre D. Laws, Esquire**  
**Charles J. Boykin, Esquire**  
BOYKIN AND DAVIS, LLC  
220 Stoneridge Drive, Suite 100  
Columbia, South Carolina 29210  
Attorney for Lee County School District

**Margaret A. Hazel, Esquire**  
MOORE TAYLOR LAW FIRM  
1700 Sunset Boulevard  
West Columbia, South Carolina 29171  
Attorney for Michael C. Baldwin

**ALSO PRESENT:**

Laura Toney, Plaintiff  
Dr. Wanda Andrews, Superintendent of Lee County Schools

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1 A: I accepted the position.

2 Q: So was your first employment in Lee County then  
3 the beginning of the 2012/2013 school year?

4 A: Yes, that's correct.

5 Q: And you were assigned to teach ninth grade  
6 Social Studies at the high school; is that  
7 correct?

8 A: Yes, sir.

9 Q: And that's the position you still occupy;  
10 correct?

11 A: Correct.

12 Q: Did you have a department head when you first  
13 came to Lee County?

14 A: The department head that school year was Linda  
15 Lever.

16 Q: And was Ms. Laura Toney a colleague of yours  
17 during that year?

18 A: Yes, she was.

19 Q: Did you know Ms. Toney before you became  
20 employed with the Lee County School District?

21 A: I did not know Ms. Toney prior to.

22 Q: During the 2012/2013 school year, how would you  
23 describe your working relationship with Ms.  
24 Toney?

25 A: Professional.



1 anything to do with your resignation?

2 A: No, it did not. It was the fact that I could  
3 not afford the \$40 a month dues, as was stated  
4 on my notification to the South Carolina  
5 Education Association.

6 Q: Now, you expressed to a number of your  
7 colleagues back in 2013 that you thought that  
8 Ms. Toney had abused her position within the  
9 local association, didn't you?

10 A: Specify when.

11 Q: In the spring of 2013 relating to the electoral  
12 process.

13 A: Relating to the election process, yes.

14 Q: Okay. During that period of time did you have  
15 -- exchange any harsh words with Ms. Toney?

16 A: Not that I recall.

17 Q: Did she make any comments to you that you found  
18 to be insulting or inappropriate?

19 A: Not that I recall.

20 Q: During that school year, did you have occasion  
21 to complain about any of your other colleagues  
22 apart from Ms. Toney?

23 A: During the 2012/'13 school year?

24 Q: Yes, sir.

25 A: Correct, I did.



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1 Q: Who were they?

2 A: I filed a grievance against our assistant  
3 principal, Lakesha Howard.

4 Q: What was the basis of that grievance?

5 A: I had been threatened by a student, verbally  
6 threatened by a student, and the handling of  
7 that threat, the student being placed back in  
8 my room minutes after that threat was made.

9 Q: What was the outcome of that grievance, if you  
10 recall?

11 A: I can say that Ms. Howard is no longer employed  
12 there. I'm not sure what the outcome of the  
13 grievance was. I was -- was never notified.

14 Q: Where is she now, if you know?

15 A: I have no knowledge of that.

16 Q: You ever file any grievances about any of your  
17 colleagues in Sumter?

18 A: No, sir.

19 Q: Apart from Ms. Howard and Ms. Toney, have you  
20 filed any other grievances relating to your  
21 colleagues or any staff members?

22 A: No, sir.

23 Q: You're two for two then; is that correct?

24 A: Meaning what, sir?

25 Q: Well, Ms. Howard was discharged and Ms. Toney



1 Q: Is this document something that you assembled  
2 and presented in the form of a grievance under  
3 the Lee County School District policies and  
4 procedures?

5 A: Yes, sir, I did.

6 Q: And on the first page of this document,  
7 identifies you by name. We will, for purposes  
8 of the record, eradicate the Social Security  
9 number. That will not be a part of the record.  
10 It indicates that you were presenting this  
11 grievance to Dr. Andrews, the superintendent.  
12 Do you see that?

13 A: Yes, I do.

14 Q: And the date of the occurrence being September  
15 27, 2013, a Friday. You submitted this on  
16 September 30, 2013. I guess that was the  
17 succeeding Monday; is that correct?

18 A: Yes, sir.

19 Q: And if we look at the second page, it appears  
20 that there are some typed material here. Is  
21 that your work product, Mr. Baldwin?

22 A: Yes, sir, it is.

23 Q: Okay. I take it you prepared this on or before  
24 you handed it in on September 30; correct?

25 A: I prepared it over the weekend, yes.



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1 Q: Did you consult with anybody about preparing  
2 this before submitting it through the grievance  
3 process?

4 A: Yes, sir, I did.

5 Q: Who did you consult?

6 A: I spoke with my colleagues Tracie Dury and  
7 Russell Lee ---

8 Q: Okay.

9 A: --- in addition to asking for written  
10 statements from those that you see that are  
11 attached to this document.

12 Q: Let's talk about Tracie Dury first. What --  
13 what did you talk -- is that a male or female?

14 A: It's a female.

15 Q: What did you talk to Ms. Dury about?

16 A: Just, as I recall, overall the -- reviewing  
17 some of the board policy, what could we use  
18 possibly, reviewing some state law, what could  
19 I pull from to -- to put into the grievances,  
20 best of my recollection.

21 Q: And Ms. Dury is a teacher at Lee High School?

22 A: Correct.

23 Q: Is she also in the Social Studies/History  
24 department?

25 A: English department.



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- 1 Q: And she's a personal friend of yours?
- 2 A: Yes.
- 3 Q: Mr. Lee, what did you speak with Mr. Lee about?
- 4 A: The same type of things. He has some law  
5 background, being a former law student, so he  
6 was able to help guide me in the right  
7 direction in my search, and also just using him  
8 as a sounding board.
- 9 Q: Okay. Did either Ms. Dury or Mr. Lee review  
10 this material before you handed it in to the  
11 district?
- 12 A: I don't recall if that occurred or not, sir.
- 13 Q: But you consulted with them about how you would  
14 go about this process ---
- 15 A: Yes.
- 16 Q: --- correct? Now, it says in this document  
17 that your objection -- the very first line --  
18 is that Ms. Toney presented private information  
19 about my private life in an open forum. Do you  
20 see that
- 21 A: Yes.
- 22 Q: What open forum are you making reference to  
23 there?
- 24 A: The open forum being a Social Studies  
25 department meeting and in the hallway outside



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1 my classroom.

2 Q: Did you personally observe her say anything to  
3 anyone in the hallway outside of the meeting?

4 A: I did not personally observe but there are  
5 statements that have been made to that.

6 Q: Who made those statements to you?

7 A: Tonya Addison, assistant principal.

8 Q: Okay. Anybody else?

9 A: She is the only one that I spoke to about the  
10 hallway.

11 Q: Okay. And ---

12 A: Excuse me.

13 Q: --- did you call Ms. Addison or did she contact  
14 you about what happened reportedly in the  
15 hallway?

16 A: The Friday night after the incident in the  
17 Social Studies department meeting Ms. Dury and  
18 I were at Starbucks in Sumter discussing this.  
19 Russell Lee called my cell phone to check on me  
20 and told me that Ms. Addison had called him to  
21 check on me, and while we were sitting at  
22 Starbucks, Tonya Addison called Tracie Dury's  
23 phone in hopes of us perhaps being together and  
24 I talked to Ms. Addison at that time by phone.

25 Q: Let me make sure I've got the sequence correct,



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1 Q: And Ms. Dury was not in that meeting?

2 A: No, sir.

3 Q: So any information they received concerning  
4 that meeting would have been from you or  
5 another participant?

6 A: Correct.

7 Q: I believe you already told me that Ms. Addison  
8 called Ms. Dury in your presence; correct?

9 A: Correct.

10 Q: And Ms. Dury handed the phone over to you and  
11 you spoke to Ms. Addison?

12 A: Correct.

13 Q: What did Ms. Addison relate to you in that  
14 telephone call at Starbucks on Friday evening,  
15 the 27th of September?

16 A: To the best of my recollection, the  
17 conversation I had with Ms. Addison by phone at  
18 Starbucks on that evening was checking to make  
19 sure that I was okay because she could see that  
20 I was uncomfortable in the meeting after Ms.  
21 Toney made those statements to Ms. Addison at  
22 the end of the meeting as the meeting was  
23 wrapping up, and that's when Ms. Addison told  
24 me as is in her statement attached to the  
25 grievance form that Ms. Toney continued to have



1 student.

2 Q: Has any student approached you to indicate that

3 they have seen any of your Facebook postings?

4 A: No, sir.

5 Q: None?

6 A: Not at Lee Central High School.

7 Q: Okay. How about at any other public school?

8 A: Not to the -- I have one former student who is

9 a friend on Facebook.

10 Q: Who is that?

11 A: Taylor Mitchum.

12 Q: And when did you teach that student?

13 A: I taught him my first and second year at Furman

14 Middle School in seventh and eighth grade.

15 Q: And what years were those?

16 A: That would be the 2008/2009 school years.

17 Q: Is that individual still in public school?

18 A: He is a senior at Lakewood High School.

19 Q: So is that individual still in public school?

20 A: Yes, sir.

21 Q: And that individual is a Facebook friend of

22 yours; correct?

23 A: Correct.

24 Q: And has access to all of your Facebook

25 postings; correct?



1 your personal life; correct?

2 **MS. HAZEL:** Object to the form.

3 A: Say that one more time for me please?

4 Q: If on or before September 27, 2013 individuals  
5 with Facebook accounts could have accessed the  
6 information on your Facebook account, they  
7 would have had information that Ms. Toney,  
8 according to you, shared on that day; correct?

9 A: If they had access to my page, correct.

10 Q: Okay. And, of course, we know that Ms. Addison  
11 was a Facebook friend of yours; correct?

12 A: Correct.

13 Q: And we know Ms. Dury was a Facebook friend of  
14 yours; correct?

15 A: Correct.

16 Q: Were there other staff at Lee County who were  
17 Facebook friends of yours on September 27,  
18 2013?

19 A: There was a small group of Lee Central High  
20 School teachers.

21 Q: Okay. Well, what do you consider a small group  
22 to be?

23 A: Maybe five or six.

24 Q: Okay. Who were they, to the best of your  
25 recollection?



1 MS. HAZEL: Thank you.

2 Q: Dr. Baldwin, do you recognize the materials  
3 that are provided to you in Exhibit Number  
4 Three?

5 A: Yes, sir.

6 Q: Okay. And do you recognize these to be  
7 materials that were present in your Facebook  
8 account?

9 A: Yes.

10 Q: And some of these indicate where it says  
11 Michael Baldwin in the image of the -- is that  
12 a bulldog?

13 A: Yes, sir, University of Georgia.

14 Q: Okay. Is that your school?

15 A: Grew up near the campus.

16 Q: Okay. Where it says Michael Baldwin, image of  
17 the bulldog, those are things that you would  
18 have posted; correct?

19 A: Correct.

20 Q: And where it has other people's names, those  
21 are things that are coming in to you; correct?

22 A: Correct.

23 Q: And you don't deny posting or receiving the  
24 materials contained in Exhibit Number Three, do  
25 you?



- 1 A: Say it one more time for me?
- 2 Q: You do not deny posting those things identified  
3 by you or receiving those things identified as  
4 to others that are contained in Exhibit Number  
5 Three, do you?
- 6 A: I do not deny it, no.
- 7 Q: And as these things go, they -- really on your  
8 page, they come out in color, do they not?
- 9 A: On mine, yes.
- 10 Q: And so what we have is a reproduction of  
11 something that was on line, so to speak;  
12 correct?
- 13 A: It would appear so.
- 14 Q: All right. And it indicates the date on which  
15 these entries were made and when you received  
16 them, the time that they were received;  
17 correct?
- 18 A: As I recall Facebook generally puts a date and  
19 time, yes.
- 20 Q: All right, sir. And just for the record, you  
21 don't deny the posting attributed to you on the  
22 first page of Exhibit Number Three beginning so  
23 during my department meeting. You do not deny  
24 making that posting, do you?
- 25 A: No, I do not deny that.



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- 1 Q: And on the second page, you do not deny the  
2 posting that is September 27, near Sumter via  
3 mobile, that's the first entry on that page, do  
4 you?
- 5 A: No, sir.
- 6 Q: And you had various people respond to these  
7 postings; correct?
- 8 A: It would appear so.
- 9 Q: Okay. So you knew that this posting was going  
10 out for others to see and if they cared to,  
11 respond to; correct?
- 12 A: Correct.
- 13 Q: And you knew that when you made this posting,  
14 that among the people who were your friends was  
15 Ms. Addison; correct?
- 16 A: Correct.
- 17 Q: Who held an administrative position in the high  
18 school; correct?
- 19 A: Correct.
- 20 Q: And you knew that one of your former students  
21 who is still in public school would have had  
22 access to this posting as well; correct?
- 23 A: Correct.
- 24 Q: Were there any of your other former students  
25 that you had Facebook friendships with than the



1           bothering me.    We -- we talked about it at  
2           lunch that day, as I recall.

3    Q:    Did you characterize it as personal  
4           information?

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

6    Q:    But whatever Ms. Toney said or didn't say, you  
7           have to agree with me that it doesn't go beyond  
8           what you've posted on your Facebook page;  
9           correct?

10   A:    Correct.

11   Q:    Now, you had a meeting on the third of October  
12           with Dr. Andrews, principal Webb and  
13           administrative assistant McDaniel; correct?

14   A:    Correct.

15   Q:    And you've given me Exhibit Number Two which  
16           were notes, I believe you said you made around  
17           that point in time; correct?

18   A:    Correct.

19   Q:    Now, you don't represent this to be a  
20           transcript of what happened. These are your  
21           notes for your recollection purposes; correct?

22   A:    Notes for my recollection purposes.

23   Q:    Okay. Dr. Andrews provided a packet of my FB,  
24           meaning Facebook pages, that had been printed  
25           out and, quote, delivered. Do you see that?



- 1 A: Yes, sir, I do.
- 2 Q: So that's the same material that's in Exhibit  
3 Number Three; correct?
- 4 A: Dr. Andrews, as I recall, did not show me the  
5 entire packet. She asked about the same young  
6 man you spoke of, Bryan O'Connor, and she  
7 asked, as I recall, about the -- the bitch  
8 comment post.
- 9 Q: Okay. And you acknowledged that to be your  
10 handiwork; correct?
- 11 A: I took responsibility for the bitch comment.
- 12 Q: Okay. Did you receive any disciplinary action  
13 as a result of making that comment about your  
14 colleague?
- 15 A: No, sir.
- 16 Q: No written reprimand or anything like that?
- 17 A: I was advised to just be cautious of the  
18 language that I use.
- 19 Q: Weren't you also advised to check your account  
20 to make sure it's restricted to your friends?  
21 Do you remember that?
- 22 A: I ---
- 23 **MS. HAZEL:** Object to the form.
- 24 **MR. NICKLES:** You can answer my question.
- 25 A: I do not recall her saying that. I brought up



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1 the fact that on that Wednesday night prior to  
2 this meeting, that I was over at Ms. Dury's  
3 house and while my -- my security settings were  
4 to friends only, Ms. Dury's children were able  
5 to log into their Facebook accounts and still  
6 see me. It took me emailing Facebook to get  
7 the settings fixed.

8 Q: Okay.

9 A: I did mention that in the meeting with the  
10 superintendent.

11 Q: So you knew there was a -- there had been a  
12 problem with your account?

13 A: I learned that on the Wednesday prior to the  
14 meeting with the superintendent.

15 Q: Okay. And that Wednesday would have been what  
16 date?

17 A: If the date on this is correct, it would be  
18 October 2nd.

19 Q: Okay. Which would have been after September  
20 27, 2013; correct?

21 A: Correct.

22 Q: Okay. So in retrospect, whether you intended  
23 or not, individuals other than your designated  
24 friends had access to your Facebook postings at  
25 some points in time before October 2, 2013;



1 correct?

2 **MS. HAZEL:** Object to the form.

3 **A:** Correct.

4 **Q:** So whether you intended or not, you were  
5 sending information that you considered to be  
6 personal and private out that others had access  
7 to; fair to say?

8 **A:** Correct.

9 **MS. HAZEL:** Object to the form.

10 **Q:** So when you made these accusations about Ms.  
11 Toney sharing private information, is it your  
12 testimony you weren't aware when you made these  
13 accusations that your Facebook account may have  
14 been available to individuals other than your  
15 friends?

16 **A:** Say it one more time for me.

17 **Q:** You made these accusations about Ms. Toney,  
18 according to this document, on September 30,  
19 2013; correct?

20 **A:** The grievance form?

21 **Q:** Yes, sir.

22 **A:** Yes.

23 **Q:** And you told me that you went to Ms. Dury's  
24 house on October the 2nd, 2013 and learned that  
25 her children could access your Facebook page;



1 correct?

2 A: That's correct.

3 Q: Did you, once you learned of that, go back to  
4 Dr. Andrews or to Mr. Webb or to Mr. McDaniel  
5 and say I'm sorry, I've learned that my  
6 Facebook postings may have been available to  
7 individuals I didn't intend to receive them?  
8 Did you do that?

9 A: No, sir.

10 (Exhibit Number Four was marked for identification  
11 purposes.)

12 Q: Dr. Baldwin, I'm going to hand you a document  
13 marked Exhibit Number Four. Pass that down  
14 please. This is something that you provided to  
15 me during the break; is that correct?

16 A: Yes, sir, it is.

17 Q: And this has a date on it of September 15,  
18 2013. Is that when this document was prepared?

19 A: As I recall I worked on it maybe a day or so,  
20 but it was sent to the principal on that date,  
21 to the best of my knowledge.

22 Q: And that principal would have been Mr. Webb?

23 A: Correct.

24 Q: The original which I do not have, did you sign  
25 the original that you sent to Mr. Webb?



- 1 A: I sent -- I just typed into an email. I never  
2 signed anything. It was electronic signature.
- 3 Q: Did you send it to anyone other than Mr. Webb?
- 4 A: I allowed Ms. Dury to look over this document.
- 5 Q: How about Mr. Lee?
- 6 A: I don't recall.
- 7 Q: How about anyone other than within the Lee  
8 County School District?
- 9 A: I don't recall.
- 10 Q: And just for the record, your reference to the  
11 teacher throughout this is Ms. Toney; is that  
12 correct?
- 13 A: Correct.
- 14 Q: And why did you take it upon yourself back on  
15 September the 15th, 2013 to send this letter to  
16 Dr. -- excuse me -- to Mr. Webb? You weren't  
17 an administrator.
- 18 A: I was not administrator. I'm a member of the  
19 staff and I was concerned by the -- the morale  
20 of the staff. I am a leader in the school.  
21 I'm the department chair of the freshman  
22 academy, so I am a school leader, but things  
23 were starting to get negative and I wanted to  
24 bring to his attention some issues that had  
25 come up in hopes that we could get teacher



1 morale turned around.

2 Q: You make a representation at the bottom of this  
3 page that myself and the other SCEA members  
4 fear that she, Ms. Toney, is using her position  
5 as our local LCEA president to get these  
6 meetings with Dr. Andrews possibly even  
7 presenting her own agenda as concerns of the  
8 staff at our school. Do you see that?

9 A: Yes, sir, I do.

10 Q: On September 15, 2013, were you a member of the  
11 SCEA?

12 A: I would have to go back and look at the date  
13 that I withdrew. It would be somewhere around  
14 that time.

15 Q: And you said other members of the SCEA. Who  
16 were those people who were expressing to you  
17 their concern that Ms. Toney was using her  
18 position for her own agenda?

19 A: I know Ms. Dury and I had had that  
20 conversation. She is the only one ---

21 Q: That's your Starbucks friend; right?

22 A: Correct.

23 Q: All right. Anybody else?

24 A: Not that I can recall.

25 Q: Is Ms. Dury a member of the SCEA?



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- 1 A: Yes, she is.
- 2 Q: Says I will be emailing Jackie Hicks, president  
3 of the SCEA, about these concerns of her misuse  
4 of power. Did you do that?
- 5 A: Yes, sir, I did.
- 6 Q: Did you receive any response from Ms. Hicks?
- 7 A: I believe that I spoke with her by phone.
- 8 Q: And then you go on to say this same teacher,  
9 Ms. Toney, is consistently late to school. The  
10 actions of this single teacher put a negative  
11 attention on the faculty administration of LCH  
12 from the district office. I am not alone in my  
13 discontent with how the DO -- I guess you mean  
14 district office?
- 15 A: Correct.
- 16 Q: Is giving this teacher so much credibility and  
17 how that credibility can be leading to a  
18 negative view of the rest of the faculty. And  
19 things at LCD can't and won't get better unless  
20 we address the concerns that I and my  
21 colleagues have raised. Did anybody else sign  
22 this letter apart from yourself?
- 23 A: Not this particular letter, no.
- 24 Q: Okay. So you were expressing concerns to the  
25 principal about Ms. Toney before this meeting



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1           occurred on September 27; correct?

2           A:    Correct.

3           Q:    Did you share with Ms. Toney these concerns?

4           A:    No, sir, I did not.

5           Q:    You said you gave them to the principal.    Do  
6           you know if he gave this to anyone else?

7           A:    He passed me a note shortly after this at the  
8           September school board meeting that I was in  
9           attendance at because we were waiting on our  
10          field trip to be approved, and said that he had  
11          spoken with the individual.

12          Q:    The individual being Ms. Toney?

13          A:    He said the individual.

14          Q:    Okay.    Did you take any further action with  
15          regard to the issues contained in Exhibit  
16          Number Four?

17          A:    No, sir,    I was satisfied with what Principal  
18          Webb had told me he'd done.

19          (Exhibit Number Five was marked for identification  
20          purposes.)

21          MS. HAZEL:    I don't believe this document was  
22          produced.

23          MR. NICKLES:  No, it hasn't been.    I'm going to let  
24          you take a look at it as long as you want.

25          MS. HAZEL:  Right.    Thank you.



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1 MR. NICKLES: Do you want to take a quick break?  
2 We've been going about an hour. Take a little  
3 break?

4 (Off the record)

5 Q: Dr. Baldwin, I've handed you package of  
6 materials that's been marked Exhibit Number  
7 Five. I'll represent to you these were  
8 provided to me by the district's attorneys.  
9 They are represented to me to be notes of  
10 individuals who participated in meetings with  
11 you. I don't represent this to be your own  
12 work. My first question is before today have  
13 you seen this document?

14 A: No, sir.

15 Q: Okay. You had the opportunity to review it  
16 with your counsel. Did you look over the  
17 document?

18 A: Yes, sir.

19 Q: Does there appear to be anything in this  
20 summary that was prepared by one of the  
21 administrators that you disagree with?

22 A: No, sir.

23 Q: All right. And this meeting occurred on  
24 October 3, 2013; is that correct?

25 A: That's what it seems to be dated as.



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1 Q: All right. And you said that was the date that  
2 you -- that afternoon you learned that Ms.  
3 Dury's children had -- could get access to your  
4 Facebook.

5 A: No, that was the day before.

6 Q: The day before this?

7 A: That was the Wednesday before this particular  
8 meeting.

9 Q: Okay. So you learned before you had this  
10 meeting that Ms. Dury's children could have  
11 accessed your Facebook page?

12 A: Correct. And I addressed that in this meeting.

13 Q: Okay. How old are Ms. Dury's children?

14 A: I believe her son is 15, daughter is 18 or 19.  
15 I'm not sure.

16 Q: But Facebook page doesn't have an age limit on  
17 it, does it? As long as you can read and  
18 write, you can be a member of Facebook, can't  
19 you?

20 A: It's ---

21 **MS. HAZEL:** Object to the form.

22 Q: If you know?

23 A: I don't know what the age restrictions are.

24 Q: Okay. I mean, you know there are students in  
25 your school who have Facebook accounts;



1 Facebook page that relates to privacy setting  
2 and tools. Do you see that?

3 MS. LAWS: Do you have a copy?

4 MR. NICKLES: Yes.

5 MS. HAZEL: And I'll renew my objection about the  
6 Facebook post.

7 Q: Do you see what I'm talking about, Dr. Baldwin?

8 A: At the top?

9 Q: Yes, sir.

10 A: Yes, privacy setting and tools.

11 Q: Okay. And does this have a question mark, like  
12 who can see my stuff? Do you see that?

13 A: Yes.

14 Q: Okay. And it gives various instructions that  
15 you can do friends public, friends only,  
16 custom, so forth and so on?

17 A: Correct.

18 Q: So Facebook gives you instructions on how you  
19 can go about at least attempting to restrict  
20 access to the information that you post;  
21 correct?

22 A: They give you options, yes.

23 Q: Okay. But for whatever reason in September of  
24 2013 your postings were accessible by  
25 individuals other than your friends and you



1 know that because of Ms. Dury's children; isn't  
2 that right?

3 A: Correct.

4 Q: So all those things that we saw in Exhibit  
5 Number Three could have been accessed in  
6 September 2013 by anyone who had a Facebook  
7 account; correct?

8 **MS. HAZEL:** Let me renew my objection.

9 Q: Correct?

10 A: Correct.

11 **MR. NICKLES:** Give me just a couple of minutes if  
12 you don't mind.

13 (Off the record)

14 Q: Let's look at Exhibit Number Five, if you  
15 would. That's the summary of the meetings that  
16 you've had and let's look at the next to last  
17 page. It's been represented to me that this  
18 notation indicates advice provided by Dr.  
19 Andrews during your meeting with her. It says  
20 check my settings, set to friends only. Do you  
21 see that?

22 A: I believe that's me saying this in this  
23 meeting.

24 Q: Okay. And you also say, next page, I am not  
25 going to stand by. You were telling them I



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1           ain't taking this; right?

2           A:    I don't recall.

3           Q:    I appreciate it not being pushed aside.  Do you  
4           remember telling them that?

5           A:    I don't recall making that statement.

6           Q:    But you told the superintendent you'd been in  
7           touch with the Anti Defamation League and  
8           others; correct?

9           A:    Correct.

10          Q:    And you posted things about bringing some type  
11          of legal action, didn't you?

12          A:    I believe so.

13          Q:    Okay.  Anybody ever tell you you can't have an  
14          invasion of privacy claim if the information is  
15          not private?

16          MS. HAZEL:  Object to the form.

17          A:    I've had conversations with attorneys.

18          Q:    Okay.  So as I understand your testimony, even  
19          before this meeting of the department on the  
20          27th of September, you had complained to the  
21          principal about Ms. Toney alleging that she was  
22          abusing her position as LCEA president.  She  
23          was coming late to school.  She was causing a  
24          negative environment in the school and you  
25          wanted him to know about it; correct?



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In the Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Civil Action No.: 2014-CP-31-227

Laura Toney.....Respondent,

v.

Lee County School District.....Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Supplemental Record on Appeal Volume IV contains only those materials designated for filing by the October 13, 2015 Order of this Court and the instructions of the Clerk dated December 10, 2015 and not any other materials.

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December 15, 2015  
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