

RECEIVED
SEP 13 2016
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas
Eugene C. Griffith, Jr., Circuit Court Judge

Court of Appeals Case No. 2015-002090

William Crenshaw, ...Appellant

v.

Erskine College and David Norman, ... Respondents.

RECORD ON APPEAL VOLUME II OF III

Robert J. Tinsley, Sr.
R. Jamison Tinsley, Jr.
Tinsley & Tinsley, PC
PO Box 49145
Greenwood, SC 29649

E. Charles Grose, Jr.
The Grose Law Firm, LLC
404 Main Street
Greenwood, SC 29646

Attorneys for Appellant

L. Grant Close III,
Thomas H. Keim Jr.
Ford & Harrison, LLP
100 Dunbar St., Ste. 300
Spartanburg, SC 29306

Attorneys for Respondents

INDEX

VOLUME I

Order Denying Defendant's Motion for Summary Judgment	1
Verdict Form	4
Order Granting Defendant Erskine College's Motion for New Trial	5
Order Granting Defendant's Motion for Judgment Notwithstanding the Verdict and Denying Plaintiff's Rule 59(e), SCRCP Motion	6
Complaint	9
Answer	27
Defendants' Motion for Summary Judgment	41
Memorandum in Support of Defendants' Motion for Summary Judgment	44
Defendants' Second Motion for Summary Judgment	77
Defendant Erskine College's Motion for JNOV and in the Alternative for a New Trial	85
Plaintiff's Response to Defendant Erskine College's Motion for JNOV and in the Alternative for a New Trail	93
Memorandum in Support of Defendant Erskine College's Motion for JNOV and in the Alternative for a New Trail	99
Plaintiff's Motion to Alter or Amend Order Granting Defendant Erskine College a New Trial	102
Defendant's Motion to Alter or Amend Pursuant to Rule 59(e)	105
Trial Transcript	108
Motions	117
Opening Statements	
By Jamison Tinsley	137
By Mr. Keim	147

James Smith (PW)

Direct by Jamison Tinsley	153
Cross by Mr. Close	156

Brooks Kuykendall (PW)

Direct by Jamison Tinsley	158
Cross by Mr. Close	172
Re-Direct by Jamison Tinsley.....	184

John Showalter (PW)

Direct by Jamison Tinsley	190
Cross by Mr. Keim.....	193
Re-Direct by Jamison Tinsley.....	195

Diane Crenshaw (PW)

Direct by Jamison Tinsley	196
Cross by Mr. Keim.....	206
Re-Direct by Jamison Tinsley.....	208

William Crenshaw (PW)

Direct by Jamison Tinsley	209
Cross by Mr. Keim.....	326
Re-Direct by Jamison Tinsley.....	427

Directed Verdict Motion.....	445

Gregory Haselden (DW)

Direct by Mr. Close.....	458
Cross by Jamison Tinsley	461

Adam Weyer (DW)

Direct by Mr. Close.....	463
Cross by Jamison Tinsley	489
Re-Direct by Mr. Close.....	500

VOLUME II

Adam Weyer (DW) (cont.)	501

Mark Peeler (DW)

Direct by Mr. Close.....	502
Cross by Jamison Tinsley	510

Howard Thomas (DW)

Direct by Mr. Keim.....	515
Cross by Jamison Tinsley	542

Al Mina (DW)

Direct by Mr. Close.....	548
Cross by Jamison Tinsley	565

Robert Elsner (DW)

Direct by Mr. Close.....	568
Cross by Jamison Tinsley	575

Brooks Kuykendall (DW)

Direct by Mr. Keim.....	577
Cross by Jamison Tinsley	582

David Norman (DW)

Direct by Mr. Close.....	585
Cross by Jamison Tinsley	658
Re-Direct by Mr. Close.....	686

Cynthia Grimley (DW)

Direct by Mr. Close.....	689
Cross by Robert Tinsley.....	705

James Ballenger (DW)

Direct by Mr. Keim.....	708
Cross by Robert Tinsley.....	730

Directed Verdict Motion	732

Discussion of Verdict Form	751

Closing Arguments

By Jamison Tinsley.....	754
By Mr. Keim	765
By Robert Tinsley	773

Jury Charge	775

Additional Discussion of Verdict Form	790

Verdict of Jury	793

Transcript of Hearing (July 9, 2015).....	797

Plaintiff's Exhibit 1	805

Plaintiff's Exhibit 2	806

Plaintiff's Exhibit 3	807

Plaintiff's Exhibit 4.....	809
Plaintiff's Exhibit 5.....	814
Plaintiff's Exhibit 6.....	815
Plaintiff's Exhibit 7.....	821
Plaintiff's Exhibit 8.....	822
Plaintiff's Exhibit 9.....	830
Plaintiff's Exhibit 10.....	836
Plaintiff's Exhibit 11.....	839
Plaintiff's Exhibit 12.....	841
Plaintiff's Exhibit 13.....	842
Plaintiff's Exhibit 14.....	843
Plaintiff's Exhibit 15.....	845
Plaintiff's Exhibit 16.....	846
Plaintiff's Exhibit 17.....	848
Plaintiff's Exhibit 18.....	857
Plaintiff's Exhibit 19.....	858
Plaintiff's Exhibit 20.....	859
Defendants' Exhibit 6.....	860
Defendants' Exhibit 7.....	863
Defendants' Exhibit 8.....	864
Defendants' Exhibit 9.....	865
Defendants' Exhibit 11.....	868
Defendants' Exhibit 12.....	874

Defendants' Exhibit 13	876
Defendants' Exhibit 14	879
Defendants' Exhibit 15	919

Volume III

Defendants' Exhibit 15 (cont.).....	1001
Defendants' Exhibit 16	1048
Defendants' Exhibit 17	1115
Defendants' Exhibit 18	1192
Defendants' Exhibit 19	1193
Defendants' Exhibit 20	1195
Defendants' Exhibit 21	1196
Defendants' Exhibit 22	1197
Defendants' Exhibit 23	1198
Defendants' Exhibit 24	1199
Defendants' Exhibit 25	1200
Defendants' Exhibit 26	1201
Defendants' Exhibit 27	1204
Defendants' Exhibit 28	1205
Defendants' Exhibit 29	1207
Defendants' Exhibit 30	1208
Defendants' Exhibit 31	1209
Defendants' Exhibit 32	1210
Defendants' Exhibit 33	1211

Defendants' Exhibit 34	1212
Defendants' Exhibit 35	1213
Defendants' Exhibit 37	1215
Defendants' Exhibit 38	1217
Defendants' Exhibit 39	1218
Defendants' Exhibit 40	1219
Defendants' Exhibit 41	1222
Defendants' Exhibit 42	1227
Rule 210(g), SCACR Certification	

1 MR. JAMISON TINSLEY: Objection. I mean, that's the
2 same question I asked.

3 THE COURT: I tend to agree with that, so sustained
4 and rephrase your question.

5 Q Do you know whether anything ultimately happened to
6 Dr. Crenshaw as a result of your grievance?

7 THE COURT: Sustained, that's the same question. If
8 he filed a grievance, something happened to him. Just
9 leave it there. I mean, that's not a question for the
10 jury, I don't believe. A grievance is filed, it is still
11 pending.

12 Q Mr. Weyer, is Dr. Agnew still employed with Erskine?

13 A She is not.

14 Q That's all I have.

15 THE COURT: Anything else, Mr. Tinsley?

16 MR. JAMISON TINSLEY: No, sir.

17 THE COURT: All right. You can step down. Let's
18 take a break. You can't begin discussing the case. Have
19 y'all back in here in a few minutes, at least 10, probably
20 15.

21 (Whereupon, the jury was excused from open court for
22 a break.)

23 THE COURT: Ready to roll on. You ready, Mr.
24 Tinsley?

25 MR. JAMISON TINSLEY: Ready, Your Honor.

1 THE COURT: Go get them.

2 (Whereupon, the jury came into open court at
3 approximately 11:06 a.m.)

4 THE COURT: Call your next witness.

5 MR. CLOSE: Your Honor, the defense calls Mark
6 Peeler.

7 MARK PEELER, being
8 first duly sworn, testified as follows:

9 DIRECT EXAMINATION

10 BY MR. CLOSE:

11 Q Good morning, Mr. Peeler.

12 A Good morning.

13 Q Mr. Peeler, will you tell us what you do for a
14 living?

15 A I am the athletic director and the men's basketball
16 coach at Erskine.

17 Q And how long have you been employed at Erskine in any
18 position?

19 A I have, I've been the basketball coach for 16 years.

20 Q How long have you been in your current position?

21 A I have been in a dual role of athletic director and
22 basketball coach for 11 years.

23 Q How well do you know Dr. Crenshaw?

24 A Not at all.

25 Q And even when he was at Erskine, did you know him

1 then?

2 A No.

3 Q Were you involved in any way with the ambulance
4 incident on September 24th, 2010?

5 A No. I wasn't involved at the time. I was teaching
6 at the time that this occurred during his class.

7 Q Mr. Peeler, let me show you what's been previously
8 marked as Plaintiff's Exhibit 10. If you will take a look
9 at that and I ask if you recognize it.

10 A Yeah, this is the, this is the letter that we filed
11 with Tracy Spires for a grievance.

12 Q And did you sign that letter along with Mr. Weyer?

13 A Yes.

14 Q Now, why did you file that grievance, Mr. Peeler?

15 A Well, after this incident, it wasn't so much about
16 this incident as it was that he had, he began to post
17 comments about our policies and procedures in athletics,
18 about how we handled the insurance part. And so, and I
19 believe, if I'm not mistaken, that I went to, Adam and I
20 had had discussions about how we could get this to stop.
21 And I believe that, as I remember, I went to him and said
22 if you will write the letter I will sign if I approve it.
23 and just so that we could get him to stop from posting on
24 the Internet and having the students make comments about
25 it. That was our intent for having this document sent.

1 Q What was the problem with the posting and the
2 students commenting?

3 A Well, he was attacking, he began to attack that
4 whether or not he had permission to call 911 which,
5 obviously, seems ridiculous but just general, general
6 criticisms of our policies that were really unfair, just
7 seemed inappropriate for somebody in a faculty position to
8 be doing.

9 Q After you filed this grievance, did you have a
10 meeting with the administration about the medical protocol
11 for student athletes?

12 A Well, I don't know if I have my days right but I know
13 that we had a meeting that Adam, Adam Weyer. And I had a
14 meeting with Dr. Norman and Greg Haselden, and I want to
15 say it was the following Monday. This either happened on
16 a Thursday or Friday. We filed the grievance on a Friday.
17 But we had a meeting that Monday morning, yes.

18 Q What was the meeting about?

19 A Well, my take on the meeting was that Dr. Norman was,
20 and he was relatively new to Erskine at that time. But he
21 was, he was supporting the faculty member and felt like
22 that maybe we had, he might not have understood our
23 policies and procedures. And he was kind of questioning
24 what we were doing. And we did, at least I did, I took it
25 as initially his support of Dr. Crenshaw's complaint

1 against us.

2 Q You mention, Mr. Peeler, insurance. What, what is
3 the purpose of the protocols that say you have to call or
4 see an athletic trainer?

5 A Well, we purchase secondary insurance every year for
6 all of our student athletes. That number has gone up
7 significantly in recent years. It's a \$100,000.00 dollars
8 a year now. The goal of that is so that student athletes
9 that are injured while playing their sport would, would
10 not have any out-of-pocket expenses. So their primary
11 insurance would pick up initially what their injuries
12 were. And then our insurance would pick up so that they
13 wouldn't have any out-of-pocket expenses for it. For that
14 to take place, there's certain policies and procedures
15 that have to happen. And one of those is, is they have to
16 see our team doctor. I mean, our insurance is requiring
17 that the first diagnosis has to go through the team doctor
18 for the insurance company to make payment.

19 Q And who does that primarily benefit?

20 A Well, it benefits the student athlete from not having
21 to pay anything out-of-pocket for the injury.

22 Q Is that important to student athletes in your
23 experience?

24 A Well, I mean, we think it's the largest line item in
25 our budget to be able to afford that. And we feel like

1 that that's something that not doing would be wrong for
2 us. We feel like if you're playing sports at Erskine,
3 then you should, we should we able, if you're injured,
4 then we should be able to take care of those injuries
5 financially.

6 Q Mr. Peeler, do you as a coach and as the athletic
7 director, do you have good relationships with your student
8 athletes?

9 A I, I mean there's, I would say on a regular basis.
10 We do surveys at the end of the year, and our student
11 athletes have really positive experiences at Erskine on a
12 whole.

13 Q Has any student athlete ever come to you with
14 concerns about the training protocols?

15 A No, not athletic training per se. I think the
16 complaints that we get during the course of the year from,
17 from an athletic perspective deal with the insurance and
18 how long it takes for the insurance to take place in these
19 situations to actually pay the bills. But from our
20 athletic training program and our staff that we have, I
21 don't deal with very few complaints about those.

22 Q Mr. Peeler, what happened after you filed your
23 grievance with Adam Weyer against Dr. Crenshaw?

24 A Well, we had the meeting with Dr. Norman and Greg
25 Haselden and after that, you know, I don't remember much

1 else happening.

2 Q At some point, did Brad Christie offer to mediate
3 between you and Mr. Weyer and Dr. Crenshaw?

4 A He did. I'm not sure of the timeframe there. I would
5 say that was probably later and probably in November. I
6 know that we had offered to have, well, I wouldn't say
7 that we had offered, but I know that Adam had contacted
8 Dr. Crenshaw about having a meeting with him because that
9 was one of my suggestions right up front when we started
10 reading about what he was posting, was that I'd like to
11 meet with him. I'd like to hear him out and he declined
12 to meet with us at that point. So I know that later on
13 and I want to say that was probably a few months later
14 that Dr. Christie wanted to try to mediate the situation.
15 And I know that at that point, I really wasn't willing to
16 do that.

17 Q Mr. Peeler, let me show you what's been marked as
18 Defendant's Exhibit 27 and ask if you recognize that
19 document?

20 A Well, I don't necessarily recognize it, because it
21 was five years ago. But, I mean, I clearly wrote it.

22 Q So is it an email from you to Brad Christie, Gid
23 Austin, and Adam Weyer?

24 A Yes.

25 Q And is it dated October 27th, 2010?

1 A Yes.

2 Q And it copies Howard Thomas and Sandy Chaney, is that
3 right?

4 A Yes.

5 Q Is this your response to Dr. Christie's request to
6 mediate or offer, I should say, to mediate between the
7 parties?

8 A Yes.

9 Q And what was your response, specifically?

10 A You want me to read this. I just told him that I
11 just didn't feel like there was any need to have a
12 discussion.

13 Q Why is that?

14 A Well, I just didn't feel like at this point that
15 there was anything that we could do that couldn't be
16 handled by the grievance committee down the road. At that
17 point, I didn't know that Dr. Crenshaw was on the
18 grievance committee.

19 Q Do you recall whether this offer and your response
20 occurred before or after the grievance committee had met?

21 A I don't have any recollection of that.

22 Q If I draw your attention to the next to last
23 sentence, Mr. Peeler. It starts, anything. Will you read
24 that sentence into the record, please?

25 A Yes. Anything short of a public apology on his part

1 is unacceptable.

2 Q So is that what you were seeking?

3 A That's all we were asking from the very start.

4 Q And then what's the next sentence say, if you'll read
5 it slowly into the record, please?

6 A We realize that this is not going to happen and no
7 one at this point is willing to require that.

8 Q And is that in reference to the public apology?

9 A Yes.

10 Q Why did you feel that way?

11 A Well, I mean, Dr. Crenshaw obviously had a reputation
12 at Erskine of incidences like these and nothing had ever
13 been done before about it, and we weren't--

14 MR. JAMISON TINSLEY: Objection. That's irrelevant.

15 THE COURT: Sustained.

16 Q Mr. Peeler, did you ever follow up regarding the
17 status of your grievance after this email?

18 A Very informally. I think I had asked Dr. Christie a
19 couple of times. I know I asked Dr. Norman again very
20 informally in passing. And in most cases, and their
21 responses were always, well, we're handling it and that's
22 all I ever got.

23 MR. CLOSE: Your Honor, I move that this Defendant's
24 Exhibit 27 be moved in or admitted into evidence.

25 THE COURT: Any objection?

1 MR. JAMISON TINSLEY: No objection.

2 THE COURT: 27 is admitted.

3 (Whereupon, Defendant's Exhibit 27 was admitted into
4 evidence.)

5 Q Mr. Peeler, I'm showing you what's been marked as
6 Defendant's Exhibit 28 and ask that you review that
7 document and let me know if you recognize it?

8 A Yes, it's just an email from Adam, basically saying
9 the same thing.

10 Q And are you a recipient of that email?

11 A Yes.

12 Q What's the date on that email?

13 A October 27th.

14 Q October 27th, 2010?

15 A 2010. Yes.

16 Q Okay. And is this Adam's response to the same
17 request you received from Dr. Christie to mediate?

18 A Yes, apparently.

19 Q Did you and Adam discuss your responses prior to
20 submitting them?

21 A I don't recall that, but I would, I doubt it.

22 MR. CLOSE: Mr. Peeler, that's all I have for you.
23 If you'll answer any questions from Mr. Tinsley.

24 CROSS-EXAMINATION

25 BY MR. JAMISON TINSLEY:

1 Q So you're a basketball coach at Erskine?

2 A Yes.

3 Q And you had shoes to fill left by Red Myers, in your
4 service there. And you weren't present on September 24th
5 when the student was injured?

6 A No, sir.

7 Q Or when the ambulance was there?

8 A No, sir.

9 Q Okay. And is it fair to say you had no interaction
10 with Dr. Crenshaw through this process?

11 A No.

12 Q Let's talk about online posts. What were these
13 online posts, where were they online specifically?

14 A Well, five years ago, I wasn't technologically
15 advanced nor today am I technology advanced either. But
16 he had a, he had a forum for his class to go onto that he
17 posted discussion points. And those were what I was
18 directed to. I didn't find those on my own.

19 Q Okay.

20 A I can promise you that.

21 Q And this was a private class blog?

22 A Well, obviously, it wasn't private, because I mean,
23 anybody could read it.

24 Q Who directed you to it?

25 A I could not, I can't remember that.

1 Q Okay. And there weren't any specific attacks on the
2 blog to anybody, correct?

3 A Again, I don't remember. I remember being really,
4 really upset about them at the time.

5 Q But you can't point to any specific claim today?

6 A No, sir.

7 Q And you agree that Dr. Crenshaw isn't subject to the
8 athletic training or the athletic department protocol you
9 talked about?

10 A Oh, absolutely not.

11 Q No student athlete ever came to you with a complaint
12 about Dr. Crenshaw?

13 A What do, you mean specifically in this matter?

14 Q I mean about this, this athletic training protocol in
15 this matter, yes.

16 A No.

17 Q And this, your response to Dr. Christie's offer to
18 mediate is dated October 27th. So that would be exactly
19 one day, one month to the day after your grievance?

20 A Yes.

21 Q At that point, you had no desire to settle the matter
22 with Dr. Crenshaw?

23 A No.

24 Q And you mentioned Dr. Crenshaw being on the grievance
25 committee. He did recuse himself from that committee,

1 correct?

2 A Oh, I don't, I don't know anything about the
3 grievance committee.

4 Q You have no reason to dispute that?

5 A No. No.

6 Q And the grievance never received any resolution,
7 correct?

8 A No.

9 Q And you agree lacrosse is a physical sport?

10 A Girl's lacrosse is not as, it's not a very physical
11 sport. No, I would not agree with that. They have
12 different rules than men have.

13 Q Okay. Would you agree that the lacrosse stick is a
14 hard material?

15 A Oh, sure. Certainly.

16 Q Okay. It could potentially be dangerous?

17 A Sure.

18 Q And you agree that head injuries are serious business
19 both inside athletics and outside?

20 A Absolutely.

21 Q And then the allegations about September 24th in the
22 grievance, you didn't witness them?

23 A No.

24 Q But you still felt comfortable signing the grievance?

25 A Well, the intent of the grievance was not to question

1 what happened on the day that the ambulance was called.

2 The intent with the grievance was because we wanted to
3 stop what was happening after what happened on that day.

4 Q Are you aware of multiple online posts or just one by
5 Dr. Crenshaw?

6 A What I saw, what I remember seeing, there was
7 multiple posts.

8 Q But you don't have access to them to this day?

9 A No, sir.

10 Q And you're aware that one of Dr. Crenshaw's courses
11 he taught was Critical Thought?

12 A Yes.

13 Q Who was the lacrosse coach at that time?

14 A Her name was Kristie Quigley.

15 Q Is she still there?

16 A No, she is passed away. She died in a bus accident
17 with a team, at a new school at Seton Hill.

18 Q Okay. Did she coach just men's and women's?

19 A We only had women.

20 Q Oh, you only have women at Erskine?

21 A Yes.

22 Q And women don't wear helmets?

23 A Right. It is not a physical game. They have rules
24 that, that, you know, it's much different than the men's
25 game.

1 Q And men do wear helmets?

2 A Yes.

3 MR. JAMISON TINSLEY: No further questions.

4 THE COURT: Any redirect?

5 MR. CLOSE: No redirect, Your Honor.

6 THE COURT: You may step down. Call your next
7 witness.

8 MR. KEIM: Defendants call Dr. Howard Thomas, Your
9 Honor.

10 HOWARD THOMAS, being
11 first duly sworn, testified as follows:

12 DIRECT EXAMINATION

13 BY MR. KEIM:

14 Q Good morning, Dr. Thomas.

15 A Good morning.

16 Q Dr. Thomas, are you currently employed?

17 A Yes.

18 Q All right. And where are you currently employed?

19 A Erskine College.

20 Q And what's your position there?

21 A I am Professor of chemistry.

22 Q And how long have you been employed in that position?

23 A Thirty-nine years.

24 Q Thirty-nine years?

25 A Yes.

1 Q All right. Would you explain or describe for me some
2 of your day-to-day job activities as a chemistry Professor
3 at Erskine?

4 A I teach general chemistry, and I teach, both the
5 class and the lab. I am academic adviser to about 25
6 students. And I'm Department Chair of Chemistry and
7 Physicians. That covers most of what I do.

8 Q All right. And are you familiar with former employee
9 of Erskine College, Dr. Crenshaw?

10 A Yes. Yes.

11 Q And did your careers overlap for a number of years?

12 A Yes. We were faculty colleagues for 35 years.

13 Q Have you and Dr. Crenshaw served on any committees
14 together during those years you were colleagues?

15 A And the only one I can recall is the grievance
16 committee.

17 Q Okay. And with regard to the grievance committee,
18 can you recall a most recent time that you served together
19 on the grievance committee?

20 A It was 2010 and 2011.

21 Q All right. Was there an occasion where the grievance
22 committee was notified that it needed to meet regarding a
23 grievance that had been filed against Dr. Crenshaw?

24 A Yes.

25 Q And who was, was a Chair selected for that committee?

1 A Yes. The grievance committee selects the chair. We
2 had an email voting process. And I was selected Chair by
3 that email process by all members of the committee and
4 John Showalter was selected Vice-Chair.

5 Q All right. Now, how was it that you became aware
6 that the grievances, that there were grievances filed
7 against Dr. Crenshaw?

8 A Adam Weyer put a letter of grievance in my mailbox on
9 October 1. That was a Friday. And then he emailed that
10 same grievance to me on Monday, October 4th. And that was
11 the first time I'd really began to deal with it was that
12 Monday. And then the second grievance letter came to me
13 October the 10th by email.

14 MR. KEIM: Approach the witness, Your Honor.

15 THE COURT: Yes.

16 Q All right. Dr. Thomas, I show you an exhibit which
17 has been previously entered as Defendant's Exhibit 12,
18 which is a two page exhibit. And I ask if you would turn
19 to the second page. All right. After you received the
20 email copy and the copy of the grievance delivered to your
21 campus mailbox, what did you do next?

22 A And on Monday afternoon, I emailed Bill Crenshaw.

23 Q All right. What was the substance of the email?

24 A And with the email in front of me, I said, Bill, the
25 grievance committee has received a case involves you and

1 Professor Weyer and Mr. Peeler. In these circumstances,
2 would you agree to recuse yourself from the committee
3 deliberations pertaining to this case?

4 Q All right. And was there a reason you asked him to
5 recuse himself?

6 A I thought because he was involved in the case before
7 the committee, that that would be the thing to do.

8 Q All right.

9 A Give him the option of recusing himself.

10 Q All right.

11 A That's his call.

12 Q Excuse me?

13 A That's his choice.

14 Q Okay. All right. And did you receive a reply to
15 that?

16 A Yes. Bill wrote back, and I don't have a time on
17 this one, but he wrote back, Howard, would you send me the
18 particulars of the complaint?

19 Q And did you reply to that email?

20 A I did. I did. And I replied on October 4th, 9:22 in
21 the evening. Bill, I am confident that the committee will
22 ask you for your input soon but for now, I'm trying to get
23 the committee together. Due to that, I need you to agree
24 to recuse yourself from the committee deliberations.

25 Thank you, Howard.

1 Q All right. And this is all still on that Monday?

2 A Yes, that was Monday evening at 9:22 p.m.

3 Q All right. And did you receive a response to that?

4 A Yes. Bill wrote back quite quickly at 9:54 the same
5 evening. Howard, I am not asking for input. I'm asking
6 for particulars of the complaint. There's more to the,
7 shall I read it?

8 Q All right. And did he give you any direction about
9 what he wanted you to do by the next day?

10 A Yes. Yes, he said at the end of the, please have a
11 copy of all relevant information in my box tomorrow.

12 Q And what was your response to that?

13 A That's not on here.

14 Q Do you recall what your reaction was to receiving
15 that email?

16 A And I think what I, the conclusion now was that Bill
17 was not going to recuse himself which, of course, is his
18 right.

19 Q All right. Dr. Thomas, I show you an exhibit which
20 has been previously marked for identification as
21 Defendant's Exhibit 6 and I ask you if you recognize that
22 document?

23 A This is October 5th which is, I guess, Tuesday.

24 Q All right. And if you would, what is this?

25 A Well, wait a second now. This is, we started off

1 with an email from me to Bill acknowledging his request
2 for all documents pertaining to the grievance. And then I
3 go on to say, it's not my decision to withhold or supply
4 these documents. It's a committee decision, and I will
5 follow the decision of the committee.

6 Q Okay. And did he have a response to that?

7 A Bill had a long response.

8 Q What was it entitled?

9 A Ad hoc Justice.

10 Q All right. And without, well, can you just describe
11 what the content of Dr. Crenshaw's email about Ad Hoc
12 Justice was?

13 A It's a long email, and I don't think I can summarize
14 it adequately at this time. My focus at this time was to
15 bring the grievance committee together and that's what I
16 was focusing on. So what I got from this was that Bill
17 would not recuse himself and I was faced with getting the
18 information to the committee with Bill on the committee.
19 And that, I thought because of that I needed to get the
20 committee's agreement that I would circulate all material
21 relevant to the situation to the committee including Bill.

22 Q All right. And what was the time that the Ad Hoc
23 Justice email was sent?

24 A That was 8:59 p.m. on October 5th which is the
25 Tuesday. And I had written to Bill at 5:39 p.m. on that

1 same day.

2 Q All right. Thank you, Dr. Thomas.

3 (Whereupon, Defendant's Exhibit number 29 is marked
4 for identification.)

5 Q All right. Dr. Thomas, I show you a one page exhibit
6 which has been marked for identification as Defendant's
7 Exhibit 29.

8 A Yes. Thank you.

9 Q And ask if you recognize this document?

10 A Yes, indeed. This is an email from Brad Christie to
11 me with a copy to the President.

12 Q All right. And do you have any idea why you would
13 have received this?

14 A Yes. That morning, Dr. Christie is my boss and that
15 morning I'd gone to see Dr. Christie to discuss the
16 situation with him and ask his advice. And then that was
17 in the morning and in the afternoon of that same day, I
18 got this reply from him.

19 Q Right. And what were, what was the purpose of Dr.
20 Christie's email to you?

21 A He was quite clear. He said, I write to you now to
22 ask that you convene the grievance committee as soon as
23 possible.

24 Q All right. Any other directions?

25 A He said that we should ask of Bill, again, to recuse

1 himself. And if he agrees, then the committee can carry
2 on. If he does not want to recuse himself, the committee
3 as a whole will have to decide what to do.

4 Q And is there any indication in the email about what
5 Dr. Norman's position is with regard to this?

6 A Yes. Yes. If I can read this paragraph, since you
7 and I met this morning, I have spoken with President
8 Norman about this matter and he wants to ensure that every
9 detail of the due process and institutional policy is
10 followed. He and I agree that the college commitment to
11 faculty self-governance is paramount. But we are also
12 committed to helping the faculty resolve this grievance if
13 such help is necessary.

14 MR. KEIM: And I offer Defendant's 6 and 29 be
15 accepted into evidence and moved into evidence.

16 THE COURT: Any objection?

17 MR. JAMISON TINSLEY: No objection.

18 THE COURT: 6 and 29?

19 MR. KEIM: Yes, sir.

20 THE COURT: Be admitted.

21 (Whereupon, Defendant's Exhibits numbers 6 and 29
22 were admitted into evidence.)

23 Q Dr. Thomas, I show you what's been previously marked
24 as Defendant's Exhibit 30 for identification which is a
25 one page exhibit and ask if you can identify this

1 document?

2 A Since I've got Dr. Christie's memo, my focus then
3 became to arrange a meeting of the committee. And this is
4 an email I sent to all members of the committee and copied
5 Dr. Christie and also the Chair of the faculty. Dear
6 grievance committee colleagues, and once I have set out,
7 once I have chosen the meeting time. I will send out an
8 agenda for our meeting. My standard practice as Committee
9 Chair is to circulate all relevant documents with the
10 agenda. I plan to follow this procedure for our committee
11 giving a copy of the letter I receive. This will be the
12 first meeting of our committee but I wanted to check that
13 the majority of the committee favored this action. And I
14 finished by saying, please let me know whether you support
15 giving a paper copy of the grievance letter to each member
16 of our committee with the agenda.

17 Q All right. And did you send this email to convene
18 the grievance committee the same day Dr. Christie
19 instructed you to do so?

20 A Yes, it was October 6th, 5:51.

21 MR. CLOSE: I'd offer Defendant's 30 into evidence,
22 please.

23 MR. JAMISON TINSLEY: No objection.

24 THE COURT: Defendant's 30 is admitted without
25 objection.

1 (Whereupon, Defendant's Exhibit 30 is admitted into
2 evidence.)

3 Q All right. Dr. Thomas, I show you what's been
4 previously entered into evidence as Plaintiff's Exhibit 7
5 and ask if you recognize this document?

6 A Yes, this is an email from Bill Crenshaw to me and
7 the rest of the committee regarding that email we just
8 discussed.

9 Q All right. And that's the one that would be
10 notifying the committee that you'd like some feedback
11 about whether or not the grievance letters would be
12 distributed with the agenda?

13 A Bill has cut and pasted on the first line here when I
14 finished that email with, please let me know whether you
15 support giving a paper copy of the grievance letter to
16 each member of our committee with the agenda.

17 Q If you look for me, on the second to the last
18 paragraph, please, sir. I want to read the first sentence
19 into the record and then ask you questions about it. It
20 says, it would be advisable. Are you there, Dr. Thomas?

21 A Yes. Could I say something, first of all?

22 Q Yes.

23 A I mean, one important thing about this memo from Bill
24 is that he said he agreed that the letter should be sent
25 to all members of the committee.

1 Q Right.

2 A And indeed I received responses from two other
3 committee members giving an affirmative response. And I
4 thought I should give that letter with the agenda, I have
5 four people on the committee who were in agreement to send
6 out the letter with the agenda.

7 Q And would constitute a majority, correct?

8 A Correct. So at that point I found I had the
9 authority to send that letter out when I sent the agenda
10 out. So that is the main thing I got, honestly, from this
11 response.

12 Q And that is Wednesday evening at 8:00 p.m.?

13 A Yes, sir.

14 Q All right. And then the second to last paragraph.

15 A Yes.

16 Q I will read this sentence into the record. It says,
17 it would be advisable, therefore, for members of the
18 grievance committee to consider carefully the position
19 that they are putting themselves in if they go forward
20 with the case under the circumstances. What did you
21 interpret that sentence to mean?

22 A I can't remember having a response to that sentence.
23 When I got this email from Bill, as I told you before, I
24 was focusing on getting the committee together. I wanted
25 to learn how best to do that and he had given me an

1 affirmative vote that he wanted to include the letter with
2 the agenda. So I think that was one step towards the
3 process of bringing the committee together which Dr.
4 Christie just told me to do. So, I don't recall a
5 reaction to the sentence that you just read out to me.

6 Q All right. And the next paragraph there is a request
7 for you to recuse yourself, right?

8 A Yes, right. I do remember that.

9 Q What was the reaction to that?

10 A I was setting up an agenda for a meeting of the
11 grievance committee and I realized that on the agenda I
12 would have to have a place where the members of the
13 committee would have the opportunity to recuse themselves
14 or to make a motion to recuse somebody else. So I thought
15 that was a matter to be sorted in the committee by the
16 committee members.

17 Q Was this a surprise to you?

18 A I don't recall.

19 Q Okay. What about with regard to a statement that you
20 had evinced a hostility?

21 A Yes, and I'm glad you said that. I do remember those
22 two things and from this thing, the recuse comment and the
23 hostility. I was concerned about that, because I
24 certainly do not feel hostility towards Bill. And I think
25 there's an email response from me coming up where I

1 address that issue.

2 Q And, Dr. Thomas, I show you the one page exhibit
3 which has been previously marked as Defendant's Exhibit 8
4 for identification and ask if you recognize that document?

5 A Yes, this is an email from me to Bill.

6 Q All right.

7 A And I think it was copied to all members of the
8 committee as well.

9 Q Okay.

10 MR. CLOSE: Okay. I'd offer Defendant's Exhibit 8
11 which has been marked for identification. I offer it into
12 evidence.

13 THE COURT: Any objection to 8?

14 MR. JAMISON TINSLEY: No objection, Your Honor.

15 THE COURT: 8's in without objection.

16 (Whereupon, Defendant's Exhibit number 8 was entered
17 into evidence.)

18 Q All right. With regard to this email, describe for
19 me what you're trying to communicate?

20 A Well, I think the first paragraph is, I really was
21 trying to move forward in a fair way both with respect to
22 Bill and also with respect to other members of the
23 committee and the people who had submitted the grievance
24 letter. Bill still was unhappy and I understand that
25 about not having a copy of the grievance letter. And, you

1 know, at this time I'd actually received those four votes.
2 So at this time I knew I was going to give that to him,
3 and so I knew I could take care of that.

4 Q How did you open that email?

5 A Thank you for your comments regarding the case before
6 the grievance committee. I assure you that I am trying to
7 move forward in a fair way.

8 Q And then what was the next topic that you addressed?

9 A About refusing to give details?

10 Q No, so you were saying I'd really appreciate.

11 A Oh, well, I'd really appreciate if you would stop
12 alleging that I have refused to give you the details of
13 the charges against you. I do not believe I have the
14 authority to hand over the letter without committee
15 agreement or guidance.

16 Q Okay.

17 A And that's what I've been trying to get with the
18 previous email, get the members to please agree to.

19 Q And at this point you did have?

20 A And I did have it then.

21 Q All right. And what about with regard to the
22 hostility issue?

23 A As your allegation that I have hostility towards you
24 that's totally false. I have the greatest respect for you
25 as a person, as a teacher, and I remind you that we have

1 been colleagues now for almost, for over 30 years. And
2 then I went on to describe the incident that I think gave
3 rise to Bill's thinking that I was hostile towards him.
4 We had had a faculty meeting that previous day and there
5 are 45 faculty in that meeting. At the end of the
6 meeting, one of the other members of the grievance
7 committee had asked to speak to me privately outside. So
8 I was following this other faculty member to leave the
9 room to go outside to speak to him or her. And we passed
10 Bill as we did that. And I think he said hi and I said
11 hi, but I didn't stop and talk to him. And I think that's
12 the reason he thought that I'd brushed him off. But I was
13 following the other person because that person had asked
14 to speak me and I tried to explain that in this letter.

15 Q All right. And thank you. Dr. Thomas, I show you
16 what's been previously entered into evidence as
17 Defendant's Exhibit 9, a three page exhibit and ask if you
18 recognize that document?

19 A I do. It's Bill's response to the email we just
20 looked at. I like pretty much the way he started it.
21 Thank you for your, thank you for your note. Please
22 understand I'm criticizing process, not person.

23 Q All right. In light of that, if you would turn to
24 the bottom of or look at the bottom of the first page and
25 this is Dr. Crenshaw's writing, correct?

1 A Yes.

2 Q And it says, as to your allegation that I have a
3 hostility towards you, that's totally false. Is that what
4 he writes there?

5 A Yes.

6 Q And that's quoting what you had said, right?

7 A Right.

8 Q Per your prior email?

9 A Yes.

10 Q All right. So that's quoting what you had written
11 previously and then what was his following comment?

12 A It's always dangerous writing an email to an English
13 Professor because they will catch you on use of words. I
14 think that's what I'd done. And he said, So as to your
15 allegation that I have hostility towards you, that's
16 totally false. And his response was, you were right, this
17 is an allegation. I claim it's true. You claim it's
18 false.

19 Q All right. And then does he indicate that if you do
20 not recuse yourself that he'll file a grievance against
21 you?

22 A If you choose not to recuse yourself from the
23 committee, I will be forced to file a grievance and seek
24 adjudication from the grievance committee, before the
25 grievance committee could proceed with Adam's case.

1 Q All right. And I'd like to draw your attention to
2 the, to the last paragraph above the word, Bill, and the
3 last two sentences there. Do you see there where it
4 starts, unfortunately?

5 A Yes.

6 Q All right. And it indicates, unfortunately, you find
7 yourself in a crossfire that is not new. Truly there is
8 nothing personal here. That won't, however, stop the
9 bullets from flying. Do you see that?

10 A Yes.

11 Q And how did you take that comment?

12 A You know, both Bill and I are really very busy and at
13 this time of the week, I was really focused on getting the
14 committee together. And that was my focus and that was
15 what I was working on. I don't think I had much of
16 reaction to this email than that.

17 Q You were just continuing to do what your charge was?

18 A Right. And Bill was being very direct with me and he
19 writes extraordinarily well. And I just think it was a
20 conversation between two faculty peers. He has the right
21 to say that to me and we have different styles, but I
22 didn't take offense. I mean, he has the right to say
23 that to me. It's like a conversation between two faculty
24 peers.

25 Q And the emails copied to all the members of the

1 grievance committee?

2 A Yes, sir. And I'd already decided that we had to
3 have, on the agenda we had to have a place for people to
4 either recuse themselves or make a motion that somebody
5 should be recused. And that took care of that last page.

6 Q And, Dr. Thomas, I show you a one page exhibit which
7 has been marked for identification as Defendant's Exhibit
8 32 and ask you if you recognize this document?

9 A Yes, this is an email from me, October 8th, which is
10 Friday, Friday of that week? Yes, Friday, October the 8th
11 at 2:31 p.m., I wrote an email to Bill. Dear Bill, the
12 grievance committee will meet next week. I will send out
13 a formal notice of the meeting later today or on Monday.
14 At the same time, I will make copies of the grievance
15 letter available to the committee members. And I
16 continue, I know you have asked to see the letter as soon
17 as possible. With that in mind, I will put a copy in your
18 Belk mailbox right after I've sent this email.

19 Q And did you do that?

20 A I did.

21 Q And so this was on Friday?

22 A Friday at 2:31.

23 Q All right. And this email exchange between you and
24 Dr. Crenshaw had begun on Monday?

25 A Yes.

1 Q Had you distributed this to the other members of the
2 grievance committee at this point?

3 A I had not done that yet. I did that on Sunday for
4 the rest of the committee, but I gave Bill his copy
5 earlier, because he'd expressed a real strong desire to
6 see it. And Bill emailed me back thank you. Howard,
7 thank you. Bill.

8 MR. CLOSE: I'd offer Exhibit 31 into evidence.

9 THE COURT: Any objection?

10 MR. JAMISON TINSLEY: No objection.

11 THE COURT: Admitted.

12 (Whereupon, Defendant's Exhibit number 31 was
13 admitted into evidence.)

14 Q All right. Dr. Thomas, I show you a one page exhibit
15 which has been marked for identification as Defendant's
16 Exhibit 32 and ask if you recognize that document?

17 A Yes. This is an email that I sent on Sunday, October
18 the 10th at 4:41 p.m. It's an email to all members of the
19 grievance committee, a copy to Dr. Christie and it's
20 entitled, meeting of the grievance committee. Dear
21 grievance committee members, there will be a meeting of
22 the grievance committee on Thursday, October 14th, 2010 at
23 11:00 o'clock in Danny Moultrie Science Center in Room
24 221. The proposed agenda will be electronically
25 circulated tomorrow or either early Tuesday. A copy of

1 the grievance letter will be, to be considered will be
2 placed in your Belk mailbox this afternoon. Bill, your
3 copy was placed in your Belk mailbox on Friday afternoon.
4 George Schwab is the seminary rep, and he does not have a
5 mailbox in the college so I had to take his copy to the
6 seminary early Monday morning.

7 Q All right. Did you indicate to the grievance
8 committee members, which included Dr. Crenshaw, what the
9 purpose or charge was to be for the grievance?

10 A Yes, we had stressed this before. In the faculty
11 manual there is a listing and a grievance committee and
12 right under that it says, the charge. The charge of the
13 committee. And there are four items there and the very
14 first item is the one which pertains to this grievance
15 letter. It says, charge. To mediate in cases where
16 misunderstanding or unjust criticism may adversely affect
17 either the professional reputation of the faculty member
18 or the academic standing of the institution. And I said
19 here, I follow by saying, the keyword in this charge is
20 that we are to mediate. So we weren't to adjudicate. We
21 weren't to decide who was guilty, who was innocent. Our
22 purpose was to try to mediate to bring the sides together.

23 Q Did you try to reach some type of amicable
24 resolution?

25 A Right. And I said, Please let me know if you are

1 unable to attend the meeting.

2 MR. KEIM: I'd offer 32 into evidence.

3 THE COURT: Any objection to 32?

4 MR. JAMISON TINSLEY: No, sir.

5 THE COURT: 32 is in evidence.

6 (Whereupon, Defendant's Exhibit number 32 was
7 admitted into evidence.)

8 Q Now, Dr. Thomas, I show you a one page exhibit which
9 has been previously marked for identification as
10 Defendant's Exhibit 33 and ask you if you recognize that
11 document?

12 A Yeah, this is an email from me to all members of the
13 grievance committee. Dear grievance committee members,
14 when I return to my office this afternoon, after providing
15 you with copies with the grievance letter, I found a
16 second letter in my email. The second letter is from Dr.
17 Gid Austin, Chair of the Department of Health and Human
18 Performance and it also expresses a grievance against Dr.
19 Bill Crenshaw about the same incident. I believe we
20 should deal with these two letters at our meeting on
21 Thursday. I have put copies of the second letter in your
22 Belk mailboxes.

23 Q All right. Did you receive any objection to you
24 handling it in that way?

25 A No.

1 Q All right. And then did the grievance committee meet
2 as you indicated there on October the 14th?

3 A Yes, we did.

4 Q And in the room it was announced you would meet?

5 A Yes.

6 MR. KEIM: We would offer Defendant's Exhibit 33 into
7 evidence.

8 A Thank you.

9 MR. JAMISON TINSLEY: No objection.

10 THE COURT: Defendant's 33 is admitted.

11 (Whereupon, Defendant's Exhibit number 33 was
12 admitted into evidence.)

13 Q I have shown the witness which has been previously
14 entered into evidence as Plaintiff's Exhibit 30, which is
15 a two page exhibit entitled meeting of the grievance
16 committee. Do you recognize that document?

17 A Yes, sir.

18 Q All right. Who attended the grievance meeting?

19 A Present was Bill Crenshaw, Brooks Kuykendall, George
20 Schwab, Dale Smith, John Showalter, and myself.

21 Q All right. And were there any members of the
22 grievance committee that did not attend?

23 A Yes, there was. There was Dr. Joan Little had
24 indicated to me that she was recusing herself from the
25 meeting and from the committee for this case.

1 Q Did she give an explanation?

2 A We actually came to that later in the meeting. I
3 think later in the meeting in item 7 and we actually quote
4 from her letter why she recused herself.

5 Q Okay.

6 A Shall I read that? It said, this is under item 7 of
7 the grievance committee meeting entitled, Opportunity for
8 Committee Members to Recuse Themselves. This is the item
9 I mentioned before in the agenda to allow people to recuse
10 themselves or suggest other people should recuse themselves.

11 Q Okay.

12 A And under this item 7 I said, Joan Little had recused
13 herself already. Dr. Thomas read from the email that
14 quoting, she does not believe that this is an issue that
15 can be or should be submitted for mediation by the
16 grievance committee.

17 Q All right. So Dr. Little wasn't present?

18 A Correct.

19 Q Okay. So she didn't come and then say I'm recusing
20 myself?

21 A Correct. She did not come.

22 Q She did so in advance?

23 A Right. Right.

24 Q Well, describe for me what happened in the meeting?

25 A Well, we started off in opening prayer. Dr. Schwab

1 offered the opening prayer, and then there was a motion to
2 adopt the agenda which I had circulated and the agenda was
3 adopted. Brooks Kuykendall had agreed previously to serve
4 as secretary and he confirmed that agreement to serve as
5 secretary for the meeting. He brought his computer with
6 him and, in fact, he took minutes as the meeting was
7 proceeding.

8 Q So he took contemporaneous notes?

9 A Absolutely, yes.

10 Q All right. Well, let's get back to the meeting.

11 A Okay. Okay.

12 Q What was the first thing, what did you do at the
13 outset?

14 A Once again it says here, Dr. Thomas read the relevant
15 portion of the charge of the grievance committee. So the
16 item which we've just read out, the charge, I read that
17 again.

18 Q Okay.

19 A I read that out again to the group and I said, he
20 emphasized that our task is to mediate between the
21 parties. He proposed that we formulate a mediation plan
22 according to our charge. If that doesn't work, we report
23 to the academic office and withdraw.

24 Q All right. Then what, what transpired next?

25 A And item 6, the agenda had other statements regarding

1 this proposal. At this point, Dr. Crenshaw made a
2 statement.

3 Q All right. And what was the content of his
4 statement?

5 A Dr. Crenshaw stated that his attorney had authorized
6 him to make the following statements. He saw an emergency
7 situation. He slandered no one. A copy of the process
8 and of the minutes will go the attorney. It is the
9 intention of the attorney to appear at our meetings should
10 they continue. We are to be aware that other documents
11 may be subjected, may be subject to subpoena.

12 Q All right. So he communicated those items to you?

13 A Right.

14 Q Was there any explanation about any of the events
15 that had transpired either on September 24, 2010 or in
16 the, to address the specifics of the grievance letters
17 that had been distributed?

18 A I have no current memory of that meeting. It's been
19 a long time ago, and my memory is not that good. And it's
20 been made worse in the last two years while I've been,
21 I've gone through five rounds of chemotherapy and a stem
22 cell transplant. So I have no memory of that meeting, so
23 I can't add to anything.

24 Q All right. So other than what's in the minutes you
25 don't recall?

1 A And that's what I was about to say, other than what's
2 in the minutes, I can't really affirm.

3 Q So you recall these minutes were made simultaneous?

4 A Oh, absolutely. Absolutely.

5 Q All right. Okay. Then we get to the recusal?

6 A Right. And then we covered the Joan Little recusal.
7 And then following that, it states that, due to a conflict
8 of interest, Dr. Crenshaw recused himself voluntarily and
9 withdrew his earlier email request that Dr. Thomas recuse
10 himself.

11 Q Okay. And at that point, did Dr. Crenshaw remove
12 himself from the room?

13 A Yes, sir. He left at that time.

14 Q All right. And then what transpired thereafter?

15 A Continuing with the minutes under item 8 we then went
16 into the process of developing a mediation plan. At this
17 point I read Dr. Little's statement about her absence and
18 self-recusal and she points out multiple issues, September
19 24th instance and an accusation of slander and these are
20 not within the range, not within the scope of our charge.
21 And then we went on to Brooks Kuykendall has, has noted
22 the highlights of the discussion that followed and by the
23 committee. We are here as colleagues to make
24 reconciliation. Involving an attorney escalates it beyond
25 the collegial level at which our committee operates. Our

1 charge is limited to bring about collegial mediation
2 between peers. In our opinion, the involvement of
3 external legal counsel takes this above a peer negotiation
4 and we would be able to, that we would be able to attend
5 and thus exceeds our role.

6 Q All right. Was there a motion made after the
7 discussion?

8 A Right. After we had this period of discussion, there
9 was a motion made and it was seconded and the motion was
10 passed. And the motion is, as our discussions have failed
11 to formulate a workable mediation plan that we return to
12 the academic office the grievances filed by Professor
13 Weyer, Mr. Peeler and Dr. Austin against Dr. Crenshaw.
14 And this motion passed.

15 Q All right. And were the minutes of the meeting
16 approved prior to the grievance committee members exiting
17 the meeting?

18 A I think we did at that time, yes.

19 Q All right. Did you have any further involvement with
20 regard to Dr. Crenshaw's, these grievances?

21 A After the adjournment, I went back to my office and I
22 sent an email to the three parties and also copied, and to
23 Dr. Christie giving our motion and saying we'd failed and
24 we're passing the issue back to his office.

25 Q All right. Beyond that did you have any further

1 involvement?

2 A No. No.

3 Q All right.

4 MR. CLOSE: And not related to Dr. Thomas' testimony,
5 but we have an exhibit, Defendant's 28 that was identified
6 during athletic director Mark Peeler's testimony. We just
7 want to offer that into evidence as Defendant's 28.

8 MR. JAMISON TINSLEY: No objection.

9 THE COURT: 28 is entered without objection.

10 (Whereupon, Defendant's Exhibit number 28 was
11 admitted into evidence.)

12 MR. CLOSE: I have no further questions, Dr. Thomas.
13 Dr. Crenshaw's attorney is going to have some questions
14 for you.

15 CROSS-EXAMINATION

16 BY MR. JAMISON TINSLEY:

17 Q Dr. Thomas, would you consider yourself a friend of
18 Dr. Crenshaw?

19 A I do, yes. We were friends and colleagues for 35
20 years. We weren't close friends, but we were on the same
21 faculties and we were friends.

22 Q Did you feel a mutual respect between the two of you?

23 A Absolutely. I felt I had a very high respect for
24 Bill Crenshaw.

25 Q And would you agree that Dr. Crenshaw's, the email

1 exchange that you went through on direct testimony that
2 his criticisms were with the process or the lack thereof
3 process or procedure for this case?

4 A I think he stated that it was the procedure that he
5 was concerned about and it was not personally attacking
6 me. I think he was very forthright and very direct in his
7 writings, but that's Bill's style. He's a very effective,
8 very direct writer.

9 Q And you discussed the matter of procedure with Dr.
10 Christie from the administration?

11 A I did very briefly on that Wednesday morning meeting
12 when I was going through that process of how to set up the
13 grievance committee and how to circulate the information.

14 Q Okay. And would that have been at least in part,
15 because Dr. Crenshaw raised some legitimate concerns with
16 the procedure?

17 A I think so, yes. I mean, he was, well, it really
18 was, you know, yeah, he did not want to recuse himself.
19 And, you know, sending the letter to the committee when,
20 when he was on it is more complicated than sending the
21 letter to the committee when he's not on it.

22 Q So there were, in your mind, legitimate concerns with
23 the procedure going forward?

24 A The grievance committee has operated at Erskine for
25 many, many years under the procedure which is outlined. I

1 don't know when that was written. Probably before Bill
2 and I were there, it may be 50 years old. And in today's
3 world, it may seem rather quaint and old fashioned and I
4 know some schools have updated their grievance procedure
5 to a much more sophisticated level. So I think, you know,
6 perhaps one day Erskine will have to do that. But we were
7 presently operating under the guidelines we had in place.
8 And the fact I was told to go ahead and convene the
9 grievance committee indicated to me that we were not going
10 to take off a very lengthy procedure of rewriting the
11 whole grievance committee procedure.

12 Q And Dr. Crenshaw did recuse himself at the meeting,
13 correct?

14 A He did recuse himself at the meeting, yes, after he'd
15 made a statement that I just read.

16 Q And he withdrew his request that you recuse yourself?

17 A Unfortunately, yes. Yes, he did.

18 Q In the email that is marked as Defendant's 9, which I
19 believe you have up here, if you'll take a look at the
20 second page? On the last paragraph that you read part of
21 or went over part of, he begins that paragraph by
22 apologizing to you for being entangled in the situation.

23 A Right. This really went to the whole committee but
24 in many ways I thought of this as communication between
25 the two of us, he was writing to me.

1 Q And would you, did you chalk the hostility comment up
2 to a misunderstanding?

3 A Yes. I try to explain that in the email about
4 walking out of the meeting and following somebody else.
5 And when we walked past Bill, I think we said hi to each
6 other but I didn't stop and talk to him. I do not feel
7 hostility towards him.

8 Q And the charge of the committee in this case was to
9 mediate?

10 A Right.

11 Q And the committee made a finding the case was outside
12 that charge?

13 A We felt in the circumstances we would not be able to
14 affectively mediate.

15 Q And you never felt threatened by Dr. Crenshaw?

16 A No.

17 Q And you were Chairman of the committee in 2011--

18 A -- 2010-2011.

19 Q Did y'all have a chance to hear a complaint from
20 James Hering against Dr. Norman?

21 A There were three cases that year and that was one of
22 the cases also. I will also say that, prior to coming
23 here, I have not reviewed Dr. Hering's case in any way,
24 shape or form so I am not prepared to answer questions on
25 that. I do not have a memory which extends almost five

1 years. I can't remember details of that. It would be
2 remise of me to make comments about that case without
3 having reviewed it.

4 Q But whatever the report that is in evidence, whatever
5 it says you stand by it?

6 A Yes, yes.

7 Q And the terms, slander, was used in the grievance, do
8 you recall that, the grievance against Dr. Crenshaw?

9 A I don't recall specifically, no. You will have to
10 show me where that was used.

11 Q If I submit to you do you have any reason to doubt?

12 A I don't recall, my memory, I can't remember one word
13 of all of these emails. I am not saying it wasn't, I am
14 just saying I can't recall.

15 Q Would you agree that the term, slander, has a legal
16 implication?

17 A I don't think I am qualified to answer that question.
18 I am not a lawyer.

19 Q I am not asking you what the implication but when you
20 hear it do you associate it as a legal term?

21 A No.

22 MR. CLOSE: Objection, asked and answered.

23 THE COURT: Go ahead.

24 A I really don't think I am very knowledgable to answer
25 it correctly.

1 Q Fair enough. Moving along. And no attorney ever
2 appeared before the committee?

3 A Correct. You mean, the committee we are talking
4 about now?

5 Q The committee you were on?

6 A No, we did not, no.

7 Q And did you have any further involvement with the
8 case after the committee issued its report?

9 A No, one side sent that email to Dr. Christie saying
10 we have failed and we withdrew from the case, I had no
11 further involvement.

12 Q That is all I have. Thank you.

13 THE COURT: Any redirect?

14 MR. KEIM: No redirect, Your Honor.

15 THE COURT: You may step down. All right, we are
16 going to take a lunch break now. Let's be back at 1:30.
17 Don't discuss the case.

18 (Whereupon, the jury was excused from open court for
19 a lunch break.)

20 THE COURT: See y'all at 1:30.

21 (Whereupon, a lunch break was taken.)

22 THE COURT: All right. Bring them in, please.

23 (Whereupon, the jury came into open court at
24 approximately 1:30 p.m.)

25 THE COURT: Are we ready to continue?

1 MR. CLOSE: Yes, Your Honor.

2 THE COURT: Call your next witness.

3 MR. CLOSE: Your Honor, the defense calls Dr. Al

4 Mina.

5 AL MINA, being
6 first duly sworn, testified as follows:

7 DIRECT EXAMINATION

8 BY MR. CLOSE:

9 Q Good afternoon, Dr. Mina.

10 A Good afternoon.

11 Q Dr. Mina, are you currently employed?

12 A Yes.

13 Q Where are you employed?

14 A Erskine College.

15 Q What is your position at Erskine College?

16 A Associate Professor Department of Biology.

17 Q And how long have you held that position?

18 A I have held that position for seven years.

19 THE COURT: Speak up a little bit.

20 DR. MINA: Sorry.

21 A Seven years.

22 Q And do you have tenure in that position?

23 A I do not.

24 Q And, Dr. Mina, were you a member of the, a committee
25 appointed by Dr. Norman in early November of 2010?

1 A Yes, I was.

2 Q And we've been calling that committee, Dr. Mina, the
3 special grievance committee. Can we agree that that's
4 what we'll refer to as the special grievance committee?

5 A Yes, that'll be fine.

6 Q How did you become a member of that committee, Dr.
7 Mina?

8 A Dr. Norman sent a note to several members requesting
9 they participate and, in fact, asked me to kind of
10 organize the group and set the initial meeting.

11 Q Dr. Mina, I want to show you what's been previously
12 admitted into evidence as Plaintiff's Exhibit 14 and ask
13 that you take a look at that and let me know if you
14 recognize it?

15 A Yes, this is the letter.

16 Q Is this a letter that Dr. Norman sent informing you
17 of your participation on this committee?

18 A Yes, it is.

19 Q And, Dr. Mina, what was your understanding of the
20 purpose of this committee?

21 A Well, the purpose as, you know, is stated in the
22 letter was simply to gather information. And as a
23 faculty, as faculty to try to help to govern ourselves and
24 discuss things as potential transgressions among our own
25 members to gather information and rule on or make

1 decisions based on the questions that were admitted here
2 on the situation that had occurred. And so he'd asked
3 just as faculty members to use whatever means we felt was
4 appropriate to render a decision on questions that he had
5 asked.

6 Q And you mentioned a term or the concept of faculty
7 self-governance. What's the importance of that?

8 A Well, with the college, as a college, you know, we,
9 especially a small college like Erskine, you know, the
10 faculty know each other fairly well. And we like to, and
11 it's important at times to be able to handle certain
12 sections and have input on, you know, decisions. And, you
13 know, if there are issues arise as much as possible when
14 appropriate to handle it, you know, and or to, for the
15 faculty to be able to make those decisions and to help
16 facilitate that. And so just we feel like that's an
17 important part of that as far as faculty being able to
18 internalize things when possible.

19 Q And is that important, an important part of the
20 faculty life on a college campus?

21 A It is. It is. It's important for, you know, for
22 faculty members to know, you know, again be familiar with
23 each other, know each other. And to, you know, for the
24 sake of the college to know that our colleagues are
25 teaching and treating our students and acting in manners

1 that we feel is in the best interest of their education
2 and also the best interest of the college as a whole.

3 Q Is treating each other with dignity and respect part
4 of that as well?

5 A Absolutely.

6 Q Dr. Mina, if you'd look in the middle of the first
7 paragraph of this letter, I believe Dr. Norman actually
8 says is that he's committed to faculty self-governance, do
9 you see that? The sentence beginning, because of the
10 complexities.

11 A I saw it.

12 Q The very first paragraph.

13 A The first paragraph. Yes, I see that.

14 Q And so Dr. Norman informed the committee that he was
15 committed to faculty self-governance?

16 A Yes.

17 Q You mentioned these questions on the letter that
18 y'all were instructed to answer, Dr. Mina. How many
19 questions are on there?

20 A Five questions.

21 Q Okay. And are there the same possible responses to
22 each of the five questions?

23 A No. Each of them can be handled on its own
24 separately.

25 Q And are the options for you to choose from the same

1 on, for each question?

2 A Yes.

3 Q And the first option listed is, commendable behavior.

4 Is that right?

5 A Correct.

6 Q And then there are a series of other options ending
7 with, handled the situation in a way that severely limits
8 Erskine's ability to carry out its mission. Is that
9 right?

10 A Correct.

11 Q So you could have found potentially that Dr. Crenshaw
12 acted commendably for each one of these questions. Is
13 that right?

14 A That would have been possible, sure.

15 Q When you received this letter, Dr. Mina, and I'll
16 direct your attention to the bottom of the second page,
17 did Dr. Norman provide you with some documentation?

18 A We did receive some correspondence that had occurred
19 in other venues, other things that had been kind of
20 discussed and at that, up to that point.

21 Q Let me direct your attention to the second paragraph
22 in the middle and this is on the first page. I will read
23 it into the record. I will provide supplemental
24 documentation as appendixes to this letter. If you decide
25 as a committee to interview any parties other than those

1 directly involved with this faculty dispute who have
2 direct knowledge of this case you should feel free but not
3 bound to do so. And do you see that?

4 A Yes.

5 Q The sentence that precedes that, the first sentence
6 of the second paragraph, Dr. Mina. Will you read that and
7 let us know what it says?

8 A And the one, we are a small community?

9 Q That's right.

10 A We are a small community, so I know y'all know each
11 other well. But I would ask that you try to be as
12 objective as possible in focusing on the case before you
13 only without considering any events other than the ones
14 pertaining to this current matter.

15 Q And what did that mean to you?

16 A That meant quite simply that to simply look at the
17 facts of the case or all the information we could. And
18 make a decision based on the event itself and not anything
19 that anyone may know in the background or know about
20 someone or whether, you know, their personal relationships
21 or any of those. And to put all of those things aside and
22 to simply focus on this particular incident.

23 Q Dr. Mina, I believe this, as you mentioned this
24 letter asked you to convene the committee, is that right?

25 A That's correct.

1 Q Is that what you did?

2 A We did.

3 Q And in that first meeting, what did the committee
4 discuss or do?

5 A At that point, we discussed what other information,
6 we had already all had the opportunity to review the
7 information that we had been given. We discussed whatever
8 information we'd need. We formally elected a Chair to the
9 committee. Discussed what other information we would
10 need, how we would go about gathering that information.
11 And then, you know, how to, you know, how we would then
12 make our decisions.

13 Q And who was elected Chair?

14 A I was.

15 Q And what did the committee decide to do next?

16 A At that point we decided we wanted to get statements
17 from each of the individuals involved based on the events,
18 and so we requested information. Just simple and everyone
19 to provide a written statement of their view of the events
20 that had happened.

21 (Whereupon, Defendant's Exhibit number 34 marked for
22 identification.)

23 Q Dr. Mina, let me show you what's been marked for
24 identification purposes as Defendant's Exhibit 34 and ask
25 you if you recognize that document?

1 A Yes, I do.

2 Q What is that document, Dr. Mina?

3 A This was the letter that we composed after our first
4 meeting that requested the statements that we had thought,
5 that we felt like we needed and from the individuals who
6 were involved. So we sent this to Dr. Norman and also to
7 Dr. Christie.

8 Q Is it an email from you dated Tuesday, November 23,
9 2010?

10 A That is correct.

11 Q And you said it was to Dr. Christie and to Dr.
12 Norman?

13 A Correct.

14 Q And so were you letting them know that you were
15 asking for additional information?

16 A Yes.

17 Q And you ask for statements from several people. Will
18 you tell us who you ask for statements from?

19 A The Emergency Medical Technicians at the scene, any
20 police reports that were written or any police statements,
21 Dr. Crenshaw, Dr. Christie, Nicole Matuseski who is also a
22 faculty member, and Robin Agnew.

23 Q And did you get responses to this request?

24 A We did.

25 Q Do you remember who you got responses from?

1 A I believe we got written responses from everyone
2 except Dr. Crenshaw or written statements I should say.

3 MR. CLOSE: And at this time, Your Honor, I move that
4 Defendant's Exhibit 34 be admitted into evidence.

5 THE COURT: No objection?

6 MR. JAMISON TINSLEY: I'm sorry.

7 THE COURT: Any objection?

8 MR. JAMISON TINSLEY: No.

9 THE COURT: It comes in.

10 (Whereupon, Defendant's Exhibit number 34 was
11 admitted into evidence.)

12 Q Dr. Mina, I'm showing you what has been marked for
13 identification purposes as Defendant's Exhibit 35. If
14 you'll take a look at that and let me know whether you
15 recognize it?

16 A Yes. This is the statement from Dr. Christie.

17 Q What's the date of the statement?

18 A November 29th, 2010.

19 Q And so this is his statement in response to your
20 request about his knowledge of the events of September
21 24th, is that right?

22 A That's correct or yes.

23 Q Did you review this statement when you received it?

24 A Yes, I did.

25 Q Do you know whether the committee reviewed the

1 statement?

2 A All members of the committee had access to this
3 statement to review it.

4 Q Let me direct your attention, Dr. Mina, to the top of
5 the second page, the first paragraph.

6 A Yes, sir.

7 Q I will read that into the record. It says, some 20
8 minutes later Bill Crenshaw came to my office to follow
9 up. By then he had calmed down considerably. He
10 described to me the situation that had developed in his
11 classroom. That he knew the student needed medical
12 attention and that, therefore, he had called Robin Agnew
13 in Student Services who, he contended, should have called
14 911 immediately. Bill apologized for the tone of his
15 directive in the EMS truck especially when we learned that
16 the paramedic in charge had permitted me to go in with
17 them. He told me that he and the paramedic were trying to
18 close the door to keep Ms. Chaney from entering and that
19 in the process he, (maybe both of them), had likely shoved
20 her away, again to keep her from getting in the vehicle.
21 Did I read that accurately?

22 A Yes.

23 MR. CLOSE: And, Your Honor, at this time I would
24 move that Defendant's Exhibit 35 be admitted into
25 evidence.

1 MR. JAMISON TINSLEY: That's the letter from Dr.
2 Christie?

3 MR. CLOSE: The letter from Dr. Christie.

4 MR. JAMISON TINSLEY: No objection.

5 THE COURT: All right. Without objection.

6 (Whereupon, Defendant's Exhibit number 35 was
7 admitted into evidence.)

8 Q Dr. Mina, let me show what's been marked for
9 identification purposes as Defendant's Exhibit number 36
10 and ask you if you recognize that document?

11 (Whereupon, Defendant's Exhibit 36 was marked for
12 identification only.)

13 A Yes, I do.

14 Q What is that document?

15 A This is the statement, the written statement provided
16 by Nicole Matuseski for, again, in response to our
17 request.

18 Q And, again, did you review this statement?

19 A Yes, I did.

20 Q Dr. Mina, in the middle of this statement there's a
21 sentence that begins, at this point. Do you see that?

22 MR. JAMISON TINSLEY: Your Honor.

23 THE COURT: Y'all step in the jury room real quick.
24 I got something I want to take up with the lawyers real
25 quick. Don't begin discussing the case.

1 (Whereupon, the jury was excused from open court.)

2 THE COURT: Let me hear from you first, Mr. Tinsley.
3 What issues do you have?

4 MR. JAMISON TINSLEY: This is pure hearsay in this
5 document.

6 THE COURT: Just let Dr. Christie's letter in. The
7 exact same thing and I'm very, very unhappy with every
8 single email from whomever copied to everybody and you
9 keep publishing the statements. It's all hearsay. Y'all
10 look at this jury.

11 MR. JAMISON TINSLEY: I understand.

12 THE COURT: Y'all are absolutely killing them with
13 boredom. It's not my case, but I'm telling you, y'all are
14 not getting to the point. Y'all have got to do something
15 to present it directly and not through hearsay and not
16 through all these emails. There's emails about emails.
17 On and on and on.

18 MR. ROBERT TINSLEY: And not to bring the, getting
19 well beyond cumulative.

20 THE COURT: Oh, we passed that yesterday. All right.
21 Let's stand at ease for a few minutes, but I want to talk
22 with the lawyers over here off the record.

23 (Whereupon, a short break was taken.)

24 THE COURT: Let's bring the jury in.

25 (Whereupon, the jury came into open court at

1 approximately 1:48 p.m.)

2 CONTINUE DIRECT EXAMINATION

3 BY MR. CLOSE:

4 Q Dr. Mina, I think you had just testified that the
5 special grievance committee was gathering information from
6 folks, is that right?

7 A Correct.

8 Q And, I believe, you said that every person you had
9 requested information from provided it, is that right?

10 A Well, everyone provided written except for Dr.
11 Crenshaw.

12 Q And did Dr. Crenshaw request to meet with the
13 committee?

14 A He did. He would rather, he suggested that he would
15 rather meet in-person to state his case.

16 Q And did y'all meet with Dr. Crenshaw?

17 A We did.

18 Q Where was that meeting?

19 A That meeting was held in the science building, in the
20 science conference room.

21 Q And was there any other purpose other than to hear
22 from Dr. Crenshaw?

23 A That was the only, that was the purpose just to get
24 his information.

25 Q Did the committee do any deliberating or discussing

1 prior to Dr. Crenshaw arriving?

2 A We just, each of us kind of had a list of questions.
3 There was no formal order that we would go through. Just
4 kind of, you know, we just asked questions as we saw fit
5 and based on his answers. And we would go from there and
6 that was about it.

7 Q And do you remember generally what the questions
8 y'all were going to ask were about?

9 A Simply to get his version of events that occurred on
10 the day in question. Just simply questions related to
11 that.

12 Q And did y'all ask those questions?

13 A We asked some of them.

14 Q And what was Dr. Crenshaw's response?

15 A For the most part, he didn't want to answer the
16 questions. I do recall the first question I asked him
17 was, I don't have it exactly, but something to the effect
18 of please give us your impression or your view of what
19 happened that day. And he didn't want to answer that
20 question.

21 Q Did Dr. Crenshaw answer any questions?

22 A He may have answered one. Most of the time he voiced
23 his objections to the process, to the procedure.

24 MR. JAMISON TINSLEY: Objection, Your Honor. The
25 transcript is in the record, the jury can read that.

1 THE COURT: Okay. He can ask the questions. Not any
2 specific. That's fine. Continue on.

3 Q Dr. Mina, did Dr. Crenshaw make any threats in the
4 meeting?

5 A Threats in the sense that he certainly implied that
6 legal, there was certainly a concern that there would, we
7 could potentially be involved in legal action.

8 MR. ROBERT TINSLEY: Objection, Your Honor. That's a
9 right, not a threat.

10 THE COURT: Asked and answered.

11 Q Dr. Mina, how long did this meeting last?

12 A I don't remember exactly. It seemed like about an
13 hour.

14 Q And so was there significant discussion then in that
15 period of time?

16 A Again, primarily it was us, you know, attempting to
17 ask questions. And Dr. Crenshaw, the majority of that
18 time, he spent discussing his concerns about the process
19 and how the questions were being asked and what questions
20 are being asked and what questions should or should not be
21 asked.

22 Q What, ultimately, did the committee do, Dr. Mina?

23 A Well, after about an hour of this back and forth
24 where, you know, we would attempt to ask a question and
25 Dr. Crenshaw would either refuse to answer or give his,

1 you know, reasons why he didn't want to answer and his
2 objections with the process, after about a while we
3 stopped the meeting. Dr. Crenshaw left, and we had an
4 internal discussion and we decided that proceeding, trying
5 to proceed any further at that point wasn't going to help.
6 We were not making any progress toward getting substantial
7 answers to the questions that we had. We just, you know,
8 we just didn't feel like we were getting anywhere. At
9 that point, we called Dr. Crenshaw back in and we decided
10 to conclude the meeting and just felt like at that point
11 we couldn't continue.

12 Q Was that the end of the committee's actions?

13 A The final thing we did was to submit a letter so Dr.
14 Norman would, about giving our opinion.

15 (Whereupon, Defendant's Exhibit number 37 was marked
16 for identification.)

17 Q Dr. Mina, I'm going to show you what's been marked
18 for identification as Defendant's Exhibit 37 and ask if
19 you recognize that document?

20 A Yes, I do.

21 Q And what is that?

22 A This is the letter that I composed on behalf of the
23 committee to send to Dr. Norman discussing how the meeting
24 went. And, ultimately, what our opinion was about the
25 result of that meeting or as a result of the meeting.

1 Q And I'll direct your attention to the second page,
2 Dr. Mina. Specifically, to the very last sentence, will
3 you read that into the record, please?

4 A Also per our discussion, you absolved committee and
5 its members of any responsibility or actions regarding
6 this matter.

7 Q Why did you include that sentence?

8 A We included that because of the basis of the meeting
9 that we had had with Dr. Crenshaw and the implication that
10 there would be legal action or potential for legal action,
11 that we felt like there was sufficient concerns we were
12 asking to, to alleviate the committee of any legal
13 responsibility for the results of our decision or lack
14 thereof.

15 Q In that meeting did Dr. Crenshaw bring up the issue
16 of tenure?

17 A I would have to read the transcript, but I believe he
18 did.

19 Q And what's your recollection of the point made?

20 A That non-tenured faculty members should be more
21 careful about how they are, or shouldn't be, you know,
22 very careful about being involved in this sort of activity
23 because they are more at risk for action.

24 Q And you're a non-tenured faculty member, correct?

25 A That's correct.

1 Q Were there any other non-tenured faculty members on
2 the committee?

3 A I can't remember off the top of my head.

4 MR. CLOSE: Dr. Mina, that's all I have for you. If
5 you'll answer any questions that Mr. Tinsley may have.

6 CROSS-EXAMINATION

7 BY MR. JAMISON TINSLEY:

8 Q Dr. Mina, I didn't catch when he asked you your
9 status now. Are you tenured now?

10 A I am not, no.

11 Q Are you trying to get tenure?

12 A I have not applied for tenure at this point, no.

13 Q But you had an understanding that tenured professor
14 at Erskine has a higher level of job security than
15 non-tenured?

16 A At most colleges that is the case, yes.

17 Q And Erskine is no different?

18 A Higher than non-tenured, yes there is more involved
19 with that.

20 Q Okay. And isn't it true that, that the comments made
21 by Dr. Crenshaw referred to the threat from the
22 administration to a non-tenured professor?

23 A Well, I can't say for sure what he intended by his
24 question, by what he said. Possibly, yes.

25 Q Okay. And the committee was not charged with hearing

1 the original grievances from Adam Weyer and Mark Peeler
2 and Gid Austin?

3 A We were not.

4 Q Okay. Y'all weren't. Y'all's role was to help
5 adjudicate, is that a fair statement from the charge?

6 A Yes, sir.

7 Q And the President came up with his own list of
8 questions?

9 A That is correct.

10 Q Okay. What gave the President the authority to, to
11 come up with his own charges?

12 A He's the President of the college.

13 Q So just inherent?

14 A I would--

15 Q All right. You can't tell me anything specific?

16 A I don't have a specific thing to say, no.

17 Q And you weren't present on September 24th?

18 A I was not.

19 Q So you have no personal knowledge of any of this
20 stuff?

21 A No.

22 Q Are you aware of any other such committee as the one
23 you were on being appointed at Erskine?

24 A No.

25 Q No. And the committee didn't have any set procedures

1 in place?

2 A We were asked to set our own procedures.

3 Q And Dr. Crenshaw gave, when asked by the committee,
4 he gave an example of what he thought would be a proper
5 procedure, correct?

6 A He gave his opinion, yes.

7 Q And he quoted from, I believe, the sexual harassment
8 portion of the employee resource handbook, is that your
9 recollection?

10 A I don't remember. I don't recall that.

11 Q You don't have any reason to dispute that?

12 A I can't.

13 MR. CLOSE: Objection, asked and answered.

14 THE COURT: Sustained, move on.

15 MR. JAMISON TINSLEY: Sure, the transcript says what
16 it says.

17 Q And he made it a point to tell the committee he
18 thought it was the administration who put the committee in
19 a bad spot, correct?

20 A He may have.

21 Q And no attorney was present at that meeting?

22 A That is correct.

23 Q And no lawsuit was ever brought against anybody on
24 the committee?

25 A Not to my knowledge.

1 Q And certainly not against you?

2 A Not against me, no.

3 MR. JAMISON TINSLEY: No further questions.

4 MR. CLOSE: No redirect, Your Honor.

5 THE COURT: Call your next witness.

6 MR. CLOSE: The defense calls Robert Elsner.

7 ROBERT ELSNER, being
8 first duly sworn, testified as follows:

9 DIRECT EXAMINATION

10 BY MR. CLOSE:

11 Q Good afternoon, Dr. Elsner.

12 A Good afternoon.

13 Q Dr. Elsner, are you currently employed at Erskine
14 College?

15 A I am.

16 Q What is your position there?

17 A I am Professor and Chair of the Psychology Department
18 and the Chair of the Institutional Review Board which is
19 the Ethics Board.

20 Q How long have you been a Professor at Erskine?

21 A Ten years.

22 Q In your time at Erskine, how well do you know Dr.
23 Crenshaw?

24 A I maybe had one conversation with him in the years
25 that we both worked there.

1 Q So not well?

2 A Not well at all; no, sir.

3 Q Dr. Elsner, were you appointed to be a member of what
4 we've been calling the special grievance committee formed
5 by Dr. Norman in November of 2010?

6 A Yes, sir.

7 MR. ROBERT TINSLEY: Objection, Your Honor.
8 Cumulative.

9 THE COURT: Not yet. Continue on.

10 Q Dr. Elsner, how did you become a member of that
11 committee?

12 A Dr. Norman asked me to be a member of it.

13 Q When he asked you to be a member, did he say why he
14 asked you to be a member?

15 A Yes. He said that he wanted to make sure to help
16 Bill and that he wanted to make sure that Bill got his due
17 process.

18 Q And when you were on that committee, were you a part
19 of a meeting where Dr. Crenshaw attended to discuss the
20 issues in question?

21 A Yes, sir.

22 Q And you attended that meeting?

23 A Yes.

24 Q What is your recollection of that meeting, Dr.
25 Elsner?

1 A We met in one of the conference rooms in the DMSC,
2 the science building, and we chatted for a few moments
3 about, you know, classes, trivial matters trying to avoid
4 talking about the issues until they presented themselves.
5 And then Dr. Crenshaw arrived and said he had prepared a
6 statement to read, read the statement and then departed.

7 Q Was there any further discussion after his prepared
8 statement?

9 A For just a few moments about how we were going to
10 handle the statement as he had read it.

11 Q Were y'all able to illicit any information from Dr.
12 Crenshaw?

13 A Not to my knowledge, but this is quite a while ago.

14 Q How did Dr. Crenshaw behave in that meeting?

15 A I would say quite aggressively and very
16 threateningly.

17 Q And do you remember any specific, anything specific
18 about, that gave you that impression?

19 A Everything from body posture to the statements about,
20 you know, why this was, you know, he was not going to, I
21 wish I could remember the exact verbiage. I know you have
22 a transcript of it somewhere. It was overall the
23 threatening, you're not going to interfere with this
24 statement.

25 MR. JAMISON TINSLEY: Objection. Nothing like that

1 appears in the transcript.

2 THE COURT: The transcript will speak for itself.

3 (Whereupon, Defendant's Exhibit number 38 marked for
4 identification.)

5 Q Dr. Elsner, let me show you what's been marked for
6 identification as Defendant's Exhibit 38 and ask if you
7 recognize that document?

8 A Yes.

9 Q What is that, Dr. Elsner?

10 A This is a letter I wrote to Dr. Norman asking to be
11 taken off of this committee should it continue on. I am
12 not one for confrontation. I do not like feeling
13 threatened by people, and I felt very threatened by this.
14 I felt that the bullying that was going on in that meeting
15 was intolerable.

16 Q And, Dr. Elsner, did you feel the same way from Dr.
17 Crenshaw's behavior in the past?

18 A No.

19 MR. JAMISON TINSLEY: Objection. How is that
20 relevant to this case?

21 THE COURT: Sustain the question. Rephrase the
22 question.

23 Q Dr. Elsner, if you'll look on the bottom half of the
24 second paragraph, the sentence that begins, I feel that I
25 can no. Do you see that?

1 A I feel that I can no longer serve as a fair and
2 impartial member of this committee due to the emotional
3 distress that I am suffering here at Erskine. The
4 constant aggressive acts, actions and threats of Dr.
5 Crenshaw be it at this meeting today or faculty meeting as
6 this one past.

7 I had forgotten about the faculty meeting where it
8 was, it was not a pleasant circumstance.

9 Q Would you describe it as the same way as the meeting
10 with the special grievance committee?

11 A Yes, but without the, I mean, until the special
12 grievance when all of us had to sit around and talk for a
13 few minutes that we felt threatened by it. I had never
14 felt personally threatened in any way by Dr. Crenshaw nor
15 anyone else.

16 (Whereupon, Defendant's Exhibit number 37 was marked
17 for identification.)

18 Q Dr. Elsner, let me show you what has just been marked
19 as Defendant's Exhibit 37 and ask if you recognize that
20 document?

21 A Yes.

22 Q What is that?

23 A This was the letter from the entirety of the
24 committee that was formed to help with this matter and
25 they presented it, Dr. Mina presented it to me and asked

1 that even though I had asked to recuse myself from it, if
2 I would sign to show the solidarity of the committee.

3 Q Was there any other reason for you signing it?

4 A No, sir.

5 Q Dr. Elsner, if you'll look at the last sentence of
6 the last paragraph.

7 A Okay. On page two?

8 Q Yeah, on page two; yes, sir.

9 A Yes.

10 Q Does that explain any reason you signed it?

11 A Yes, of course.

12 Q What does it mean then?

13 A We're about faculty governance. That's what a
14 college is. A college is not bricks and mortar. A
15 college is the collection of people empowered to teach and
16 we are empowered to govern ourselves. That is what it's
17 about. We are the ones who have to handle matters. It's
18 not a corporation. It's a college and when we cannot help
19 in a situation, it becomes problematic. We are there to
20 help each other. We should not, you know, be fighting
21 this same way.

22 Q Did you feel you could not help in this situation?

23 A If help is not wanted, as I interpret the
24 information; no, we could not help.

25 Q And did you seek from Dr. Norman that you be absolved

1 from any responsibility that came out of this in that last
2 sentence?

3 A Well, all of us did, yes. The last sentence is, also
4 as per our discussion, you absolve the committee and its
5 members of any responsibility or actions regarding this
6 matter. We had tried to make sure that due diligence had
7 been served, that we had given the entirety of every
8 resource that we could as the faculty of the college to
9 helping with this matter, resolving it in whatever way.
10 The only discussions that we had had were making sure that
11 everything was as fair and impartial as possible.

12 Q And was it possible for this committee to find that
13 Dr. Crenshaw had acted commendably and all of the
14 categories presented?

15 A Commendably in what case? I don't follow that.

16 Q I apologize, Dr. Elsner. Let me show you what's been
17 admitted into evidence as Plaintiff's Exhibit 14 and ask
18 if you recognize that?

19 A I am listed on this, but I do not remember this. I
20 might have gotten it and I probably did since I'm listed,
21 but I do not remember it. The toxicity of interactions
22 during that time, like I said, I do not like
23 confrontation. I'm not that kind of a guy. And I do not
24 see commendable behavior that is asking commendable. I
25 cannot discuss things I am not a witness to. I did not

1 see or here anything until this case was presented to us
2 as a committee about the incident in the classroom that we
3 have read so much about. Treatment of emergency personnel
4 including emergency contact. Again, I did not witness.

5 Q Sure.

6 A I read the police reports, the rest of it that were
7 presented to--

8 MR. CLOSE: I understand. That's fine. Thank you,
9 Dr. Elsner. I have no further questions at this time. If
10 you'll answer any questions that Mr. Tinsley may have for
11 you?

12 CROSS-EXAMINATION

13 BY MR. JAMISON TINSLEY:

14 Q Dr. Elsner, are you tenured now?

15 A Yes, sir.

16 Q Were you tenured at the time of this committee
17 meeting?

18 A Yes.

19 Q In 2010?

20 A Yes. All were tenured, I believe.

21 Q Okay. When did you become tenured at Erskine?

22 A Roughly 2008, give or take.

23 Q Had you taught elsewhere before?

24 A Yes, sir. I was at the Wake Forest University School
25 of Medicine in the Department of Family and Community

1 Medicine as a researcher.

2 Q Okay. And I'm guessing some of that time carried
3 over to Erskine, because I know usually it's a seven year
4 process?

5 A Yeah.

6 Q And you understand that tenured Professor has job
7 protections that other employees, non-tenured professors
8 have?

9 A Of course.

10 Q And after asking for recusal or removal from the
11 committee, you did still sign the final letter?

12 A Yes, sir. And because I was presented with it as
13 please sign this as a show of unity for us and, therefore,
14 getting legal protection from this.

15 Q Okay. You did sign it?

16 A Of course.

17 Q Okay. Dr. Crenshaw never singled you out by name or
18 anything?

19 A I don't, I would have to look at transcripts to
20 remember if he singled out any of us or all of us.

21 Q Okay. There's no physical threats mentioned.

22 A Other than posture, clinching of fists, no, no.

23 Q And if you'll take a look at the final report issued
24 by the committee, the word bully never appears in that
25 report, does it?

1 A This is not the report. I handed that one back.

2 This is the letter from, from David Norman. No, sir. I
3 do not see the word, bully.

4 Q Nor the word, threat?

5 A No, sir. I do not see the word, threat, in here
6 either.

7 Q And you didn't feel too threatened to sign the
8 letter?

9 A At this point, no. During the meeting, yes, which is
10 why I recused myself from the committee or asked to be
11 recused from the committee.

12 Q But when you signed, but you did sign the letter?

13 A This, after the fact, yes.

14 MR. JAMISON TINSLEY: No further questions.

15 THE COURT: All right. Anything else?

16 MR. CLOSE: No, sir.

17 THE COURT: You may step down.

18 DR. ELSNER: Thank you, sir.

19 THE COURT: All right. You may step down.

20 MR. CLOSE: Call Brooks Kuykendall, please.

21 THE COURT: All right. He testified earlier, didn't
22 he?

23 MR. JAMISON TINSLEY: Yes, Your Honor, he did.

24 CLERK OF COURT: He is still under oath.

25 DIRECT EXAMINATION

1 BY MR. KEIM:

2 Q All right. Dr. Kuykendall, you testified previously
3 in this matter, in particular, about your role in the
4 grievance committee and some other matters, is that
5 correct?

6 A Yes.

7 Q All right. I want to draw your attention to an
8 unrelated subject which concerns a group known as the
9 faculty executive committee. Were you a member of the
10 faculty executive committee in 2011?

11 A Yes.

12 Q All right. And how does one become involved in that
13 committee?

14 A The faculty executive committee is by faculty
15 election only, so you're elected by the faculty. The
16 Chair of the faculty is elected and Chairs that committee.
17 And that's the capacity I served in the 2012 year. The
18 faculty secretary, the immediate past Chair of the
19 faculty, there are two representatives for the Board of
20 Trustees or there were two, there are now just one. And
21 then there are a couple of members at large of the college
22 faculty only.

23 Q It's all faculty?

24 A Yes.

25 Q All right. And did the faculty executive committee

1 have any involvement related to Dr. Crenshaw's termination
2 of employment?

3 A What does involvement mean?

4 Q Well, did it, did you consider any matter related to
5 Dr. Crenshaw's termination of employment?

6 A Yes, we considered the procedure of his termination.
7 We did not consider whether he should or should not be
8 terminated.

9 Q Right.

10 A But we did consider the procedure that the
11 President--

12 Q So there was a procedural aspect to your, to your
13 role, not a substantive involvement?

14 A Precisely.

15 Q All right. Well, describe for me what this role was?

16 A We met, if I can back up just slightly. With the
17 President's announcements by email in early September of
18 that year, I guess this is 2011, of Dr. Crenshaw's
19 termination, there was some concern among the faculty
20 about what had happened. The President's email left some
21 questions unanswered, I guess, some faculty felt, and the
22 FEC would have sought a meeting with the President about
23 that email had he not come to us first. But, I mean, both
24 of us were thinking the same thing. And so we met with
25 the President and with the Executive Vice-President, Brad

1 Christie, on one Friday afternoon in September to go over
2 the chronology of what had happened with Dr. Crenshaw's
3 termination. I had been, as faculty Chair I had been
4 meeting with Dr. Christie in August about, I suppose, a
5 week after the procedure started with the conversation
6 between Dr. Crenshaw and Dr. Norman. And from that point
7 on, Dr. Christie would give me updates of what was
8 happening or wasn't happening. When we met as a committee
9 with the President and Dr. Christie, the President went
10 through step-by-step what had happened and it chimed with
11 everything I had had up to that point. We heard a
12 substantial portion of the recording of the meeting
13 between Dr. Norman and Dr. Crenshaw from early August. I
14 don't think we heard the whole thing, but we heard 20 or
15 25 minutes of it. I'm not sure. He then talked about
16 everything that had happened since. We reviewed the
17 faculty manual procedures for the termination of the
18 tenured faculty member. And we were satisfied, well,
19 let's see, then, Dr. Norman and Dr. Christie retired from
20 the meeting and the committee discussed what we had heard
21 and determined that we were satisfied that the procedure
22 had been followed. Dr. Norman had asked that we issue
23 some sort of statement and we had intended to do that, I
24 think, at the next faculty meeting. The faculty meetings
25 usually fall at the beginning of the month, so it would

1 have been October before we met again. And he asked if we
2 would be willing to send that out by an email. And so we
3 spent some time coming to agreement on exactly the wording
4 of the email. As I said, this was a Friday afternoon. We
5 emailed back and forth a little bit on Saturday, as well.
6 But by Monday, I was able to send the text of that out and
7 that was the sole business at that meeting.

8 Q All right. And were you at the time the Chair of the
9 faculty executive committee?

10 A Yes.

11 Q And I believe you referred to the FEC. You clearly
12 were referring to the committee when you do that?

13 A That's right.

14 Q All right. And you indicated in addition to Dr.
15 Christie that the President was present and you were
16 referring, of course, to Dr. Norman?

17 A That's right.

18 Q All right.

19 (Whereupon, Defendant's Exhibit number 39 was marked
20 for identification only.)

21 Q Dr. Kuykendall, I show you a one-page exhibit which
22 has been marked for identification as Defendant's Exhibit
23 39 and ask if you recognize that document?

24 A Yes, this is the statement that we settled on at the
25 meeting of that Friday. It looks like it would have been,

1 if Monday was the 12th, it would have been the 9th of
2 September.

3 Q All right. And this is the email that you just
4 previously described as sending?

5 A Yes. Yes. So this is an email that I sent as
6 faculty Chair to, it says, voting faculty, at Erskine. So
7 that's not quite every teaching member of the faculty, but
8 all of the, basically, all of the full-time faculty.

9 Q All right. And did you also forward a copy of this
10 to Dr. Crenshaw?

11 A I did at exactly the same time and I said there that
12 I thought he should have, have it from me. So I sent the
13 same text to him.

14 (Whereupon, Defendant's Exhibit 39 was admitted into
15 evidence.)

16 MR. CLOSE: All right. Thank you. Nothing further.

17 CROSS-EXAMINATION

18 BY MR. JAMISON TINSLEY:

19 Q It was unusual for the administration to come to you
20 on the faculty executive committee to initiate an issue,
21 correct?

22 A Not unknown, but unusual. Yes, the circumstances
23 were unusual.

24 Q And who was present at the meeting, faculty executive
25 committee, Dr. Norman, anybody else?

1 A Dr. Brad Christie who is the Academic Dean. One
2 person of the faculty executive committee was not there,
3 Mary Lang Edwards. And on the email that I sent out,
4 although we signed with all of our names, I indicated that
5 she was not able to attend and so her name is not on the
6 statement.

7 Q All right. Dr. Crenshaw wasn't present?

8 A No. No.

9 Q And you never picked up the phone and called Dr.
10 Crenshaw to get his take on the procedure?

11 A No, I did not.

12 Q And you knew his phone number?

13 A Yes.

14 Q And Dr. Norman and Dr. Christie has told you what
15 happened in playing that tape, is that a fair statement?

16 A We heard the recordings and they told us. We did not
17 see copies of letters. We heard on the recording the
18 whole passage in which the letter is read, we heard all of
19 the, initial letters read. We heard that, but we did not
20 see the documents that they told us about.

21 Q So you just took Dr. Norman and Dr. Christie's word
22 as accurate?

23 A That is correct.

24 Q And is it your, is it your understanding that
25 adequate cause is required to terminate a tenured

1 Professor at Erskine?

2 A Yes.

3 Q And this committee made no determination of whether
4 adequate cause existed in this case?

5 A This committee did not consider cause in this case.

6 Q Okay. So it took no position on it?

7 A That's correct.

8 MR. JAMISON TINSLEY: No further questions.

9 THE COURT: You may step down.

10 MR. CLOSE: Your Honor, our next witness is going to
11 take some time. I don't know if you want to take a break
12 now or if you want to wait till later.

13 THE COURT: Let's take a little break now.

14 (Whereupon, the jury was excused from open court for
15 a break.)

16 THE COURT: We will take a short break.

17 (Whereupon, a short break was taken.)

18 THE COURT: Bring the jury in.

19 (Whereupon, the jury came into open court at
20 approximately 3:01 p.m.)

21 THE COURT: All right. Call your next witness.

22 MR. CLOSE: Your Honor, we call Dr. David Norman.

23 THE COURT: Mr. Norman, come forward.

24 DAVID NORMAN, being

25 first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CLOSE:

Q Good afternoon, Dr. Norman.

A Thank you. Good afternoon.

Q Dr. Norman, if you would, tell us when you became the President of Erskine College?

A The summer of 2010.

Q Do you remember when you first came on campus?

A In that regard?

Q Yes, working full-time on campus?

A I believe it was right, and working full-time was, would have been the first, the middle of June, probably two weeks or maybe three weeks before July 1st which was when I sort of officially took over the job.

Q Okay. What kind of institution is Erskine?

A Erskine is a small Christian Liberal Arts institution started by the Associate Reformed Presbyterian Church.

Q And what generally is the mission of Erskine College?

A To equip students to flourish as whole persons.

Q How long has it had that mission?

A Since its founding, though maybe not in exactly the same language.

Q What was it that attracted you to the Erskine Presidency?

A Well, there was a lot. I know that we've gone over a

1 lot of material, so I don't want to tell real long
2 stories. But I've always been attracted to old things
3 that were beautiful. I love the mission of Erskine. I
4 remember falling in love with the community as a kid when
5 I came here for soccer camp. I also tried to go to a
6 small Christian Liberal Arts college myself but the school
7 that I chose and the school that, I guess, gave me the
8 scholarship so that I could afford to go to, they had
9 fallen away from their original mission and it was a
10 pretty bland experience. It felt more like just a
11 high-priced public school with lower academic standards
12 instead of a school that really had strong beliefs and a
13 coherent sense of community and values and shared love.

14 Q Do you think Erskine better embodied those things
15 than the school you chose?

16 A Absolutely. Whenever I left that school, I told them
17 they could keep their scholarship, I was going to go to
18 Auburn which was closer to a Christian school at that
19 point than the school where I went. When I left, my
20 brother, when I was trying to decide my brother came up
21 and went backpacking with me. And he remembers me giving
22 the sort of solemn pledge that I would devote my life to
23 Christian higher education. I was going to leave that,
24 you know, I was going to give up on my dream of my own
25 education but try to make it possible for others.

1 Q And you mentioned that you ended up at Auburn. Tell
2 me briefly your educational background?

3 A Well, I went to Tinsley Elementary School named
4 after, I guess, our lawyers here. Yeah, but that was in,
5 that was in Macon, Georgia. So I don't know if y'all have
6 people down in Macon. But Tinsley Elementary School, my
7 parents sent me to Catholic school for middle school.
8 That didn't go so well, and so I was back to the public
9 school for 9th and 10th grade, Central High School in
10 Macon, Georgia, a very large public school. And then we
11 moved to Alabama, a little small town in Alabama where my
12 dad took a job. And it was there in Alabama that I first
13 started realizing that I could be pretty good at school.
14 So I was trying to figure out what that meant, my dad was
15 the first to have more than a sixth grade education in our
16 family. So just kind of trying to figure that out and
17 they offered me the first scholarship at the first college
18 that I went to. And then so, you know, left there and
19 went to Auburn. About the same time, my granddad started
20 dying of Alzheimer's disease, and so I got really
21 interested in the idea of what a mind is. And trying to
22 use, you know, what I could do academically to try and
23 figure out what was going on with my family. Ended up
24 majoring in philosophy and really concentrated on the idea
25 of the way that a mind and a brain relate, questions like

1 what a mind is, what a soul is. Apparently, I did pretty
2 good works, because my professors pushed me on, they
3 wanted me to go straight to Cornell for my PhD like Brooks
4 Kuykendall did. But I wanted to know, because I was
5 worried about my granddad's soul as much as his mind. And
6 so I wanted to know what the preachers knew. And so I
7 went to seminary and I just asked around to try and find
8 the most academically rigorous seminary that I could find
9 and it was in Florida. So I went there and there decided
10 that, actually, I could learn about theology and pursue my
11 interest in philosophy at the same time if I went
12 overseas. So I went to the root of Presbyterianism which
13 is in Edinburgh, Scotland, so I studied philosophy and
14 theology at the University of Edinburgh really trying to
15 get clear on what our big picture, how our big picture
16 values, get their grid on reality. It's the same problem.
17 My granddad dying of Alzheimer's, losing everything that I
18 recognized as his soul was really the same problem for a
19 for a tiny little liberal arts school like Erskine that
20 was falling down because of practical problems like money
21 and power, losing their vision and starting to fall in
22 upon itself.

23 Q So when you were hired at Erskine, did you feel you
24 could help the problems that existed there?

25 A I did. I was a little intimidated to put it mildly.

1 I was 34 years old. It's about 20 years before I had
2 planned on being called to such a role. But it is one
3 that I'd been working towards my whole life really since,
4 even since high school. And the problems, maybe because
5 of the naivety of my youth, the problems felt so solvable.
6 My whole time there I kept thinking, we've got to be able
7 to fix this.

8 Q And so, Dr. Norman, when this incident we've been
9 discussing on September 24th, 2010, you'd been the
10 President approximately three months, is that right.
11 Where were you on September 24th, 2010?

12 A I was off campus.

13 Q Were you away from campus?

14 A That's right. Yeah, I had to do a lot of travel for
15 fund raising, denominational meetings, et cetera. I
16 believe I was at a denominational meeting in Wrens,
17 Georgia, but I'm not entirely sure. I know that one of
18 our seminary Professors had come under some criticism from
19 the denomination and I wanted to go and defend his
20 reputation. I believe that's where I was. But I don't
21 have access to that calendar anymore.

22 Q How did you find out about this incident that
23 occurred on September the 24th?

24 A Dr. Christie called me.

25 Q When did he call you?

1 A That night when I was driving back to campus.

2 Q And what was your understanding of what occurred?

3 A At that point, you know, his characterization of the,
4 Dr. Christie and I were close friends at this point. We
5 had been working together for a couple of months and
6 basically, what he said is, Bill lost it.

7 MR. JAMISON TINSLEY: Objection, Your Honor. Pure
8 hearsay.

9 THE COURT: Sustained. Please rephrase your question
10 and keep moving.

11 Q Dr. Norman, were you copied on emails between Dr.
12 Crenshaw and Dr. Weyer after this incident?

13 A Some, yes.

14 Q And what was your impression of those emails?

15 A It sounded like Dr. Crenshaw had a concern with
16 procedure and was being disrespectful in how that concern
17 was being handled.

18 Q Why did you think he was being disrespectful in
19 handling his concern?

20 A I recall an overall tone of abrasiveness, sort of a
21 pestering. I think it's an example of a gift in the
22 classroom that can sometimes go sour. The idea of the
23 gadfly, you know, the questioning, the hardnosed, you
24 know, we often see it in philosophy Professors. I taught
25 philosophy for a couple of years, too, and I did my own

1 little schist in the classroom, you know, where you try to
2 be tough and you badger people. It can get out of control
3 if you don't take off that mask from time to time, you
4 know, to be the super smart guy that has all the answers
5 and is always ten times smarter than anybody they talk to.
6 That can actually be fairly entertaining in a classroom
7 where you're trying to teach undergraduates but when you
8 treat your colleagues that way, it's not appropriate and
9 that's the tone that I picked up from the email exchange.

10 Q When did you become aware of the grievances filed
11 against Dr. Crenshaw?

12 A I don't recall the exact date.

13 Q Was it soon after they were filed?

14 A I'd say within the month. Oh, of them being filed,
15 yes. Very soon. In fact, there was confusion because the
16 grievances were initially filed with the
17 non-discrimination coordinator. So we had to be clear
18 that it would be, that we had another way to handle it. I
19 had spoken with Shamy at that point and, I think Ms. Shamy
20 would have probably liked for us to go down that sort of
21 road. But to have something like sexual harassment on a
22 man's conduct, on his record when his conduct has not, he
23 doesn't have any record of that. I did not want his
24 career ending with any kind of a grievance that had a
25 sexual overtone. And I really would rather handle it in a

1 very different way which is what we did.

2 Q And did it fall within any category that Ms. Spires
3 would have dealt with?

4 A Had it been sexual harassment, it would have been in
5 her purview.

6 Q But it wasn't, right?

7 A We were able to redirect that into a standard
8 grievance.

9 Q And there was no real question about that, was there?

10 A It was not, the grievance, the people who filed the
11 complaint were amenable to that redirection.

12 Q Did you feel like the grievance committee was the
13 appropriate venue to resolve this dispute?

14 A I did.

15 Q Why?

16 A I felt that the most respectful way to handle this,
17 most respectful way to Professor Crenshaw was to allow
18 this to be handled as a faculty grievance matter. My hope
19 was that this would be a learning experience for Dr.
20 Crenshaw and that he wouldn't engage in this type of
21 activity again. And I thought that the only people that I
22 could think of that he would listen to would be his peers.

23 Q And did you feel like the grievance committee, strike
24 that. Is what you just described, is that essentially
25 faculty self-governance?

1 A Yes.

2 Q And is that important on a college campus?

3 A Absolutely.

4 Q Why is that important?

5 A As, I believe it was Dr. Kuykendall testified, in a
6 lot of ways, the faculty community is the heart of the
7 University, the heart of the University meaning bringing
8 together different disciplines. Collegiality is right at
9 the core of a college. It is incredibly important. It's
10 a time-honored tradition in the Christian liberal arts
11 tradition.

12 Q When the grievance committee received these
13 grievances, did you think there was an issue with a lack
14 of procedure for the grievance committee to use?

15 A Not at all.

16 Q Why is that?

17 A Well, at the heart of faculty governance is
18 collegiality and collegiality is in many ways the opposite
19 of formality. It's incredibly important that the group is
20 convened, they get together and they talk it out. And the
21 more you make that a matter of jumping through hoops and
22 checking boxes, the more it becomes just an empty
23 procedural matter. This is not an empty procedural
24 matter. This is an important matter of the very character
25 of the institution.

1 Q So do you think that, is it your testimony that the
2 informality of the grievance committee was exactly what
3 this needed?

4 A Precisely, especially at this stage.

5 Q Dr. Norman, you were copied on emails between Dr.
6 Crenshaw and Dr. Thomas leading up to the grievance
7 committee, right?

8 A That's correct.

9 Q And those emails have been the subject of testimony
10 today. What was your perception of them?

11 A Professor Crenshaw was being a jerk.

12 Q Did you think that that might affect the way the
13 grievance committee could operate?

14 A I did.

15 Q What was your concern about that?

16 A Professor Thomas, as we saw today, is just a gem of
17 an individual. He is able to take things in stride. He's
18 able to overlook threats and unprofessionalism. And that
19 can only go on for so long before you just lose your
20 objectivity. Whenever somebody is bullied, they
21 eventually get so backed into a corner--

22 MR. JAMISON TINSLEY: Objection. There is no, this
23 is assuming facts not in evidence.

24 MR. CLOSE: Well, I asked him his perception and he's
25 explaining it.

1 THE COURT: I'm going to sustain the objection,
2 because I think we're getting afield of what happened
3 rather than what we hoped would happen.

4 Q Dr. Norman, do you recall that Mr. Weyer expressed to
5 you his concern with Dr. Crenshaw being a member of the
6 grievance committee?

7 A I do.

8 Q Well, let me ask you this. Do you recall what your
9 response to his concern was?

10 A I don't. I can remember trying to stay as far
11 removed from the process as I could.

12 Q That's just fine. Thank you.

13 A If I remember correctly, if he would have expressed
14 that sort of thing to me, that's probably how I would have
15 responded. The questions of recusal and that sort of
16 thing are really questions for the committee and I did
17 want to make sure that we followed the process very
18 precisely and not just precisely, making sure that every
19 box was checked and every I was dotted. Although that's
20 important, but also that we would go above and beyond to
21 make sure that Dr. Crenshaw was given every possible
22 opportunity to correct his behavior and return to the Dr.
23 Crenshaw that I'd heard about before I got there which was
24 an amazing English Professor.

25 Q After the grievance committee failed to formulate a

1 mediation plan, what happened next to the grievance?

2 A It was forwarded to my office for adjudication.

3 Q And when you received it, what did you do?

4 A First, I was like ah, now I have to deal with this.

5 I definitely wanted it to be just mediated. I got it back
6 to my office and I did a little bit of handwringing, and I
7 believe I prayed about it. How in the world can I handle
8 this? When a committee of senior faculty, many of which
9 have known Professor Crenshaw for years, are unable to
10 bring him into a style of conduct which will allow him to
11 fulfill his institutional responsibilities. I was racking
12 my brain for trying to figure out how I could help him.

13 Q And what did you ultimately decide to do?

14 A To convene a committee of his peers. And, you know,
15 one of the tools you have at your disposal as a college
16 President is to be able to convene committees from time to
17 time to deal with complex issues. And this to me seemed
18 to be the kindest way to handle it for Professor Crenshaw.
19 In particular, I didn't think he would probably listen to
20 my advice. And so I needed to think of whose advice he
21 would take. And he didn't take the advice of the
22 grievance committee because he had some procedural, he had
23 some ideas about the way he thought the procedure ought to
24 go and what he thought the manual probably should have
25 said instead of what he did say. So I thought, well,

1 maybe if I get him a completely fresh committee, these are
2 people that will help him to understand that at least some
3 parts of what he did were unacceptable.

4 MR. JAMISON TINSLEY: Objection, Your Honor. This
5 wasn't in dispute.

6 THE COURT: I'm going to overrule that because that's
7 the answer to the question and how this committee came
8 about. Asked and answered. Move on.

9 Q Dr. Norman, was part of the reason you created this
10 committee in order to maintain the idea of faculty
11 self-governance?

12 A Absolutely.

13 Q Dr. Norman, let me show you what's been previously
14 admitted into evidence as Plaintiff's Exhibit 14 and ask
15 you if you recognize that document?

16 A I do.

17 Q What is that document, Dr. Norman?

18 A This is the letter that I wrote to the committee
19 members requesting that they assemble themselves as a
20 committee and adjudicate on the matters which had arisen
21 since the grievance was filed.

22 Q Why did you ask that they adjudicate this matter?

23 A Professor Crenshaw had recommended that adjudication
24 was necessary.

25 Q And what matters were they that you were asking them

1 to adjudicate?

2 A Well, to me this matter had grown beyond the
3 ambulance incident. Because to me the aftermath was at
4 least as important. And so I wanted to know from the
5 committee and in particular, in particular I wanted the
6 committee to be able to discuss with Professor Crenshaw
7 whether his behavior was acceptable in the incident and
8 its aftermath.

9 Q Did you have the authority to create this committee?

10 A Yes.

11 Q And how did you have that authority?

12 A I was elected by the Board of Trustees to preside
13 over the institution pursuant to the policies of the
14 bylaws and the faculty manual and all that. I was
15 President.

16 Q Dr. Norman, why did you ask this committee to be as
17 objective as possible in answering these questions?

18 A Well, I knew that I wanted this committee to, I
19 wanted the results of this committee to be understood very
20 clearly by Dr. Crenshaw. I wanted him to understand that
21 the committee was being objective. And I also didn't want
22 the committee to have, to be affected by Professor
23 Crenshaw's, any aspect of Professor Crenshaw's reputation
24 which may have been negative at that point.

25 Q And so did you think objectivity would help Dr.

1 Crenshaw in this matter?

2 A Yes, on all counts.

3 Q You supplied documentation along with this letter to
4 the committee. Is that right, Dr. Norman?

5 A That's correct.

6 Q What documentation did you supply?

7 A Everything that I had at that point that pertained
8 directly to this case.

9 Q Do you recall generally what that consisted of?

10 A The grievances, I may have only included the
11 grievance. I may not have included Gid's grievance, but
12 the initial grievance as well as email exchanges that had
13 taken place since then. I know I remember seeing a police
14 report. I don't recall if that was in the original
15 documents that I forwarded or if that came later. I don't
16 recall exactly.

17 Q Do you feel that all the documents you supplied to
18 this committee were relevant to these questions you've
19 asked him to answer?

20 A All relevant, but perhaps not sufficient.

21 Q Why do you say that?

22 A I could see why they might want to, they might want
23 to gather more information. And I didn't want my
24 inclusion of documents to imply that they weren't allowed
25 to look at anything else.

1 Q And you, in fact, state that in the second paragraph,
2 isn't that right?

3 A Yes, exactly. I will supply supplemental
4 documentation as appendices to this letter. If you decide
5 as a committee to interview any parties, then that's okay.
6 You should feel free but not bound to do so. And I think
7 I also said that I would, either I or my assistant would
8 help in any way in gathering additional documentation. I
9 mean, I was still new at this point and I wanted to stay
10 as far away from it as I could in terms of, I didn't want
11 the committee to feel like I was leading them in a certain
12 direction. And so even with the gathering of
13 documentation, I wanted them, if they needed help, let
14 them use my assistant and not even include me if they
15 didn't want to.

16 Q Dr. Norman, at the end of this letter you asked that
17 the committee deal with this matter as quickly and as
18 respectfully as possible. Why did you do that or say
19 that?

20 A I didn't want this becoming a center of, the center
21 of attention on campus. I feel like the students and the
22 faculty, we had other things that we needed to be focused
23 on. With our mission being equipping students to flourish
24 as whole persons, this had the potential of being a
25 distraction. And I wanted it dealt with quickly, but I

1 didn't want it to be dealt with so quickly that it in
2 anyway disrespected Professor Crenshaw.

3 Q Was becoming a distraction of particular concern
4 because it dealt with Dr. Crenshaw?

5 A Yes.

6 Q Why?

7 A It seemed that he wanted it to be a distraction.

8 Q Why do you say that?

9 A I know that he made it the subject of some of his
10 courses, for example.

11 Q So do you, does that mean he was discussing it in
12 class?

13 A I never sat in on his class so I don't know for sure.
14 But I do know that there was a class blog in which it was
15 discussed and in which responses from students were
16 invited. I think we heard, the jury heard testimony
17 earlier from the athletic trainers. And I also think that
18 a blog was admitted as evidence.

19 Q That's fine. That's fine. I think you've answered
20 the question.

21 A I did just want to add that in that blog, the
22 students were actually invited to respond. And some of
23 those responses were directly demeaning of the athletic
24 trainers. It was the kind of thing that you hear from
25 college students--

1 MR. JAMISON TINSLEY: Objection. I mean, this is--

2 MR. CLOSE: And, no sir. I don't understand the
3 objection.

4 THE COURT: Well, the blog has been, the blog has
5 been admitted and everyone has been careful to stay with
6 the comments of the blog and not the students responses,
7 because the students weren't involved. If it was a
8 concern they responded, leave it at that.

9 Q Let's talk, Dr. Norman, about, specifically about
10 these items that you've listed in this letter. The first
11 is handling of an emergency situation involving an injured
12 student athlete displaying abnormal behavior in a
13 classroom. Was that one issue you thought as relevant?

14 A I did.

15 Q Okay. Will you read the second?

16 A Treatment of emergency personnel including the
17 student's emergency contact.

18 Q Why was that an issue?

19 A The emergency personnel would include the EMT. I
20 guess a former student of Professor Crenshaw's, in that
21 Professor Crenshaw thought had trained him, but maybe not.

22 Q Let me ask you this, not to interrupt. But what was
23 specifically about the treatment of the emergency contact
24 created or prompted you to create this issue?

25 A The emergency contact was a much bigger deal. So

1 there were the grievances which were filed, you know, and
2 that had been admitted into evidence. And there was also
3 a grievance, Ms. Shamy was definitely an aggrieved party.
4 She didn't follow a formal procedure for a grievance
5 because it wasn't a faculty grievance. It was a, the
6 grievance, the grievance of an emergency contact. She
7 felt that she had been treated not only poorly but
8 actually criminally.

9 THE COURT: That issue is not before us, is it?

10 MR. CLOSE: Well, if, only in as it relates to this
11 letter, Your Honor.

12 THE COURT: I mean the letter speaks for itself.
13 None of the questions are answered. It's going to be in
14 for the jury's consideration but since it wasn't answered,
15 we're kind of going down a dead-end road, aren't we?

16 MR. CLOSE: Only that and to establish that Dr.
17 Norman feels he had good reason to raise these issues,
18 Your Honor.

19 THE COURT: He said that. He's very clear that those
20 were his issues of his concerns.

21 Q Dr. Norman, did you also write a letter to the folks
22 who filed the grievances and to Dr. Crenshaw informing
23 them that you'd created the special grievance committee?

24 A That sounds familiar.

25 Q Do you recall what you told them in that letter?

1 A I believe it was just informing them of kind of where
2 we were in the process.

3 Q Did you recall that you asked them to cooperate with
4 the committee?

5 A Yes, but not intrude in his work.

6 Q Did you provide them with the same documentation that
7 you have provided the committee itself?

8 A I don't remember.

9 Q Dr. Norman, when did you become aware of the goings
10 on in the special grievance committee?

11 A I'm not sure if I got any sort of intermediate
12 update. I sent this on November 8. I believe that Dr.
13 Mina let me know informally that they were proceeding, you
14 know, that they had basically agreed to move forward. And
15 then it was, it was sometime later that I got the report
16 from the committee.

17 Q And what did the report from them say?

18 A That they were unable to handle. That they did not
19 believe that faculty governance would be successful in
20 this instance.

21 Q Let me show you what's been marked for identification
22 previously as Defendant's Exhibit 37.

23 MR. CLOSE: It's been marked. But I haven't admitted
24 it. But I will admit it now.

25 Q Is that the letter from the special grievance

1 committee to you, Dr. Norman?

2 A Yes, it is.

3 Q With their findings?

4 A Yeah, this is the, this is the updated. As I said,
5 they met on two occasions. And then it said, at this time
6 we believe we can do no more to help. It is our opinion
7 that faculty governance will not be successful in this
8 case. Therefore, we are turning this matter back to the
9 President's office for further action.

10 Q And what is the date of that letter?

11 A January 4th.

12 MR. CLOSE: Your Honor, I ask that Defendant's
13 Exhibit 37 be admitted into evidence.

14 THE COURT: Any objection?

15 MR. JAMISON TINSLEY: No objection.

16 THE COURT: It's entered.

17 (Whereupon, Defendant's Exhibit number 37 was
18 admitted into evidence.)

19 Q Dr. Norman, what's going on on Erskine's campus on
20 January 4th, during the time-period of January 4th, 2011?

21 A January terms and preparation for the February board
22 meeting. Well, the January 4th classes hadn't started yet
23 but they would shortly.

24 Q And once classes start, is it difficult to replace
25 professors, if necessary?

1 A Yes.

2 Q So when you received this from the special grievance
3 committee, what did you do next?

4 A I spent some time in prayer again and trying to
5 figure out what was next. It was very clear that they
6 wanted more action. It was also very clear that, you
7 know, faculty governance would not be successful in this
8 case. You know, the language that popped in my head was
9 this, is this behavior which substantially inhibits
10 Professor Crenshaw's ability to carry out his
11 institutional responsibilities which is language from the
12 manual about when you have to fire a tenured Professor.

13 Q Is that one of the grounds for terminating a tenured
14 Professor?

15 A It is.

16 Q When you created the special grievance committee and
17 sent them the letter that we just discussed, had you
18 already decided that you were going to discipline Dr.
19 Crenshaw?

20 A Absolutely not. If by discipline you mean hurting
21 his career in any way. If by discipline you mean sort of
22 biblical idea of trying to bring help and correction when
23 help and correction is needed. We were already engaged, I
24 was already trying to bring help and correction. But I
25 was trying to do that in a way that would help his career

1 and not hurt it.

2 Q If that committee had found that Dr. Crenshaw had
3 acted commendably to all of those issues you listed, would
4 you have disciplined him in that context?

5 MR. JAMISON TINSLEY: Objection, it calls for
6 speculation.

7 DR. NORMAN: That's not speculation at all.

8 THE COURT: Well wait, well--

9 MR. CLOSE: Hang on.

10 DR. NORMAN: I'm sorry. I can't do that?

11 THE COURT: No. That's what I get to do. What's
12 worse is Ms. Holston can only take down one statement at a
13 time.

14 DR. NORMAN: Take his. I'm sorry.

15 THE COURT: All right. The committee didn't reach
16 any findings other than it couldn't and that's where it
17 stops, because that's what they did. I don't think it's
18 an appropriate question to ask what if this and what if
19 that, had done this and that, what if they asked A, B and
20 C on the first three and D on the last two. I mean, it
21 didn't happen, so it doesn't matter. It's not a question
22 this jury is going to answer as to how that committee
23 should have answered the questions or why didn't they
24 answer questions. The fact is, they didn't. It's not a
25 question of fact.

1 MR. CLOSE: I'm withdrawing, Your Honor.

2 MR. ROBERT TINSLEY: I just ask that it be stricken
3 from the record as well as his response, Your Honor.

4 THE COURT: And that answer will be stricken because
5 that was a ruling for the Court.

6 DR. NORMAN: Sorry.

7 Q Dr. Norman, I think you just said, correct me if I'm
8 wrong, but that at the time the special grievance
9 committee returned this matter to you, you had realized
10 that faculty self-governance would not work, is that
11 right?

12 A They stated that clearly in a letter.

13 Q So that really came from them?

14 A That's correct.

15 Q And what was going on in the Spring semester of 2011
16 at the college? What were some of the things you were
17 engaged in on a daily basis?

18 A We had some very significant issues, particularly in
19 the seminary. I believe that the Hering case has been
20 mentioned in this room a couple of times. That was a
21 denial of tenure incident that flowed out of a much bigger
22 problem in that we had some policy on clarity, if you want
23 to call it that, in the seminary that was a very important
24 policy. And it was very important that we knew what the
25 policies were and we didn't. We had a tragic death of a

1 senior employee in the seminary who was keeping the
2 seminary handbook. And so we had some disorganization
3 there. We were trying to get clarity. We had some
4 significant differences of opinion on direction for the
5 seminary. The denomination was still unhelpfully
6 involved, maybe.

7 Q What do you mean about the denomination, was there
8 something going on with the denomination?

9 A Yeah, so the year, in March 2010, the denomination
10 had removed the entire Board of Trustees of Erskine and
11 replaced it with an interim board. That action was later
12 found to be legally questionable. And so a compromise was
13 reached that allowed me to become President and the
14 original Board to stay in place while we worked to resolve
15 some of these larger issues.

16 Q So that sounds like a pretty big issue?

17 A Very.

18 Q And that was still going on in the Spring of 2011?

19 A That's correct, under the very close scrutiny of our
20 creditors.

21 Q Were there, were you dealing with issues with the
22 Board of Trustees?

23 A I was.

24 Q What issues were those?

25 MR. JAMISON TINSLEY: I think he just testified to

1 them.

2 MR. CLOSE: And that doesn't mean that's all there
3 was, Your Honor.

4 MR. JAMISON TINSLEY: It's asked and answered.

5 THE COURT: I think that's not relevant to this
6 issue. I think there is, this Court being involved with
7 the other case to some degree can tell the jury there was
8 a lot going on. He's testified to that. He had a lot on
9 his plate. He was a new President. No questions.

10 Q Dr. Norman, were you busy that semester?

11 A Somewhat.

12 Q Let me show you what's previously been marked as
13 Defendant's Exhibit 38. Tell me if you recognize that
14 document, Dr. Norman?

15 A I do.

16 Q What is that?

17 A This is Dr. Elsner's putting in writing that ~~he~~ felt

18 ~~threatened and that I was allowing a hostile workplace to~~

19 exist by not taking action against Professor Crenshaw.

20 Q And what's the date of that letter?

21 A December 15th.

22 Q So that is shortly before the special grievance
23 committee made their decision?

24 A That's correct.

25 Q And, I think, you just said that Dr. Elsner is

1 telling you that you've allowed a hostile work
2 environment. Was that of concern to you?

3 A Yes, of course.

4 Q Did that weigh into your decision regarding Dr.
5 Crenshaw for your consideration going on in the Spring of
6 2011?

7 A Yes.

8 Q Dr. Norman, when does the Board of Directors meet at
9 Erskine?

10 A That was one of the things we were working on. We
11 had a couple of bylaws changes that, one of the bylaws
12 changes included that we meet, met more often, to go from
13 two to three times a year to three to four times a year.
14 We met in February and May in 2011.

15 Q And so in May 2011, the Board met?

16 A That's correct.

17 Q Do you have to do a lot of work to prepare for those
18 meetings?

19 A Yes.

20 Q Are those important meetings?

21 A Terribly important meetings.

22 Q And after the Board meeting in May 2011, is there
23 anything else going on with the Presidency?

24 A The General Synod meeting of the Associate Reformed
25 Presbyterian Church.

1 Q Do you have to attend that meeting?

2 A Yes.

3 Q And when was that roughly, if you can remember?

4 A The second week of June.

5 Q And so at that point, the Spring semester is
6 concluded, the academic semester, right?

7 A That's correct.

8 Q Why did you not take up this issue with Dr. Crenshaw
9 at that time?

10 A Well, there were a couple, there are several reasons.
11 First of all, I couldn't handle it as soon as I got this
12 report back because class was in session and we had board
13 meetings going on and that sort of thing. Then, Professor
14 Crenshaw had involved himself in disputes of the
15 denomination multiple times in the past, some of which
16 were still outstanding. And so I didn't want to have his
17 name mentioned in any way, at any point close to the
18 General Synod meeting. I just needed relationships
19 between the college and the denomination to die down. It
20 was in everybody's best interests. And so I turned my
21 attention in late, sort of late June back to matters that
22 were still on my desk. And this was very close to the top
23 of the stack. And I started thinking my way through how
24 to deal this, how to deal with this. It fairly quickly
25 came to my attention that this is either something that

1 will have died down and Professor Crenshaw will have a
2 different attitude towards these events and will be ready
3 to seek forgiveness. And as Mark Peeler testified, stop
4 doing what he was doing. I felt like he was going to
5 either be in a position to stop doing that or I was going
6 to have to take some real action. And so I started trying
7 to think about the way, the best way that I could possibly
8 handle the event in a way that would allow him to approach
9 this soberly and in a way that allowed him to stay
10 employed. I knew that I was dealing with personal conduct
11 which may substantially inhibit his ability to fulfill his
12 institutional responsibilities, the language from the
13 handbook. And so I wanted to do everything I possibly
14 could to keep that from happening to or stop it from
15 happening so that he wouldn't be impaired in the future.

16 Q And, Dr. Norman, why did you wait essentially until
17 August 6th, 2011 to raise these issues with Dr. Crenshaw?

18 A I had some long discussions with Dr. Christie and
19 with several others about how to have this conversation in
20 the most respectful way and to set up the most reasonable
21 outcome or to set up with the most reasonable success. In
22 other words, there's a procedure that's required to remove
23 a tenured faculty member and that starts with trying to
24 resolve the issue privately. That's really where I wanted
25 this to end. I wanted us to get together, be able to have

1 a conversation, resolve the issue, and then be able to
2 move on. But I realized this had to be handled very
3 delicately or else it could escalate and we'd have to go
4 to phase two. I knew from several other sources that he
5 was at his vacation home at Lake Junaluska and that that
6 tended to be a pretty restorative time for him. And I
7 thought the last thing I wanted to do was demand that he
8 show up for work in the middle of the summertime. That's
9 not generally what teachers, how teachers want to be
10 treated. So I thought, is there a way that I can catch
11 him on campus where he's already here so that we could
12 just have an informal conversation. And I was advised by
13 the Dean and several others that it probably wasn't going
14 to be a really informal conversation anyway. And so I
15 needed to be as prepared for that conversation as I
16 possibly could, but I didn't want to have that
17 conversation on the phone. I didn't want to ask for this
18 meeting in an email. So we knew he was going to be on
19 campus for orientation. So we planned, we planned and
20 prepared for the meeting while he was already there. That
21 also gave him the maximum amount of time to have cooled
22 off from the events.

23 MR. CLOSE: And, I'm sorry, Your Honor, I move that
24 Defendant's Exhibit 38 be admitted into evidence. It's
25 the letter from Dr. Elsner to Dr. Norman.

1 THE COURT: Any objection?

2 MR. ROBERT TINSLEY: Your Honor, it's been testified
3 to by him and the prior witnesses. There's no need to
4 enter another document on this topic so I would object to
5 its entry.

6 THE COURT: I'll let it in. Everything has to come
7 in.

8 (Whereupon, Defendant's Exhibit number 38 was
9 admitted into evidence.)

10 Q Dr. Norman, let me show you what's been marked for
11 identification as Defendant's Exhibit 40 and ask if you
12 recognize that document?

13 (Whereupon, Defendant's Exhibit 40 was marked for
14 identification only.)

15 A I do.

16 Q What is that document?

17 A This is a, this is a blog post written by Professor
18 Crenshaw.

19 Q When did you become aware of this blog post?

20 A I don't remember.

21 Q Do you remember if it was sometime in the Spring or
22 Summer of 2011?

23 A That is likely. It may have been before that.

24 MR. ROBERT TINSLEY: Asked and answered.

25 THE COURT: Ask your next question.

1 Q If you'll look, Dr. Norman, at this blog post above
2 it under forwarded message, do you see where I am?

3 A I do.

4 Q Was this blog post emailed to you on Wednesday, July
5 20th, 2011?

6 A It was.

7 Q So is it safe to say that as of that date you were
8 aware of it?

9 A It is. Well, no it's not. This is an email address
10 that I recognize. This was forwarded to me from a man
11 named Chuck Wilson who runs another blog and it was not my
12 practice to read the email from him. So I don't know that
13 I read this email but I did read this blog that he's
14 forwarded to me.

15 Q You read the blog. You read the blog prior to August
16 6th, 2011 when you met with Dr. Crenshaw?

17 A Yes, certainly before that.

18 Q Dr. Norman, what did you take from this blog or
19 excuse me, this blog post?

20 A This is a blog post written by an Erskine English
21 Professor who is speaking to his former students. Those
22 former students are organized in a Facebook group. That
23 Facebook group was certainly opposed to the influence of
24 the Associate Reformed Presbyterian Church. There were
25 actually two Facebook groups. One was called Alumni for

1 an Independent Erskine and one was something that didn't
2 have the word independent in it. But clearly they both
3 wanted to break from the Associate Reformed Presbyterian
4 church. And I see in this blog the advice of a Professor
5 to his former students on how to hurt the college the
6 most.

7 Q Did this blog affect your decision to meet with Dr.
8 Crenshaw on August 6th, 2011?

9 THE COURT: Wait a minute. I don't think we
10 identified that. As to who, as to who the author is.

11 MR. CLOSE: He said it's Dr. Crenshaw, Your Honor.

12 THE COURT: No, he didn't. He didn't say that. He
13 said--

14 MR. CLOSE: I'm sorry.

15 THE COURT: --he said an English professor. I
16 thought he said a former English professor, actually.

17 MR. CLOSE: I apologize. I thought he had said that
18 at first.

19 THE COURT: Hang on. Stop. I don't want to have a
20 conflict with you about what he said. Y'all come over
21 here. I got to hear how this is relevant.

22 (Whereupon, a bench conference was held in the
23 presence of the jury but out of the hearing of the
24 jury.)

25 THE COURT: Let's take a short break. Don't talk

1 about the case.

2 (Whereupon, the jury was excused from open court for
3 a break.)

4 THE COURT: We will take a break.

5 (Whereupon, a short break was taken.)

6 THE COURT: Bring the jurors in, please.

7 (Whereupon, the jury came into open court at
8 approximately 4:10 p.m.)

9 THE COURT: All right. Continue on.

10 CONTINUE DIRECT EXAMINATION

11 BY MR. CLOSE:

12 Q Dr. Norman, let me show you what's been previously
13 admitted into evidence as Defendant's Exhibit 17. What
14 document is that, Dr. Norman?

15 A The Erskine College faculty manual.

16 Q And if you would, turn to page 35 for me, please?

17 A Yes.

18 Q Okay. Dr. Norman, describe for me the process for
19 terminating a tenured faculty member?

20 A At the bottom of page 35, it delineates preliminary
21 proceedings in which we are meant, it says when questions
22 about the fitness of a tenured faculty member arise, the
23 President, in consultation with the appropriate
24 Vice-President will seek to resolve the matter with the
25 tenured faculty member in private. If the matter is not

1 resolved by mutual consent the President will formulate a
2 statement describing grounds for dismissal which move it
3 to phase two in which formal proceedings take place. The
4 President lays out the grounds for dismissal. And then in
5 stage three if the, if the tenured faculty member so
6 wishes, there will be a hearing. And then stage four, if
7 the faculty member so wishes, there is an appeal. And
8 then under heading number five, there's the matter of
9 suspension. And it says that the tenured faculty member
10 will only be suspended if immediate harm to himself or
11 others is threatened and that that suspension can be with
12 pay.

13 Q So it's a multistep process, correct?

14 A That's correct.

15 Q And what is the purpose of having all of those steps?

16 A To defend the rights of the tenured faculty member.

17 Q Let's back up to the first step. What is it called?

18 A The preliminary proceedings.

19 Q And if we say stage one or step one would that be the
20 same as preliminary proceedings?

21 A That's correct.

22 Q And I think you've already testified to what this
23 process calls for in the preliminary proceeding but will
24 you say it again, please?

25 A When questions about the fitness of a tenured faculty

1 member arise, the President, along with the appropriate
2 academic Vice-President will meet with that tenured
3 faculty member in private to seek to resolve the matter.
4 The matter being the questions, would rise over any
5 potential grounds for termination which are laid out in
6 the previous paragraph, one of which being personal
7 conduct which substantially impairs the individual's
8 fulfillment of the institutional responsibility.

9 Q When you called the meeting with Dr. Crenshaw on
10 August 6th, 2011, did you feel that he had engaged in
11 personal conduct which substantially impairs his
12 fulfillment of institutional responsibilities?

13 A I certainly believe that questions about the fitness
14 of the tenured faculty member had arisen.

15 Q And so what was the purpose of this August 6th
16 meeting?

17 A To seek to resolve the matter in private.

18 Q Is that what you wanted to happen?

19 A Absolutely.

20 Q Dr. Norman, let me show you what's been marked and
21 admitted into evidence as Defendant's Exhibit 18. What is
22 that?

23 A This is a letter dated August 5, and this is the
24 letter that I prepared as a take away for Professor
25 Crenshaw and as a way, to of trying to introduce this

1 stage one.

2 Q Does it explain why you called the meeting with Dr.
3 Crenshaw on August 6th?

4 A It does. On August 5th. Well, I dated August 5th.
5 That's probably when I wrote it. If the meeting was
6 August 6th, that sounds reasonable.

7 Q Did you read this letter to Dr. Crenshaw in the
8 meeting on August 6th?

9 A Yes.

10 Q And so you explained to him the process for
11 termination, is that right?

12 A That's correct. I directed him to the faculty
13 manual. I cited it and directed him there for further
14 information.

15 Q So the purpose of the August 6th meeting was not to
16 terminate Dr. Crenshaw, is that right?

17 A To the contrary. The purpose was to resolve the
18 matter so that we didn't have to do termination.

19 Q And how did that meeting go?

20 A Very poorly.

21 Q What happened?

22 A Well, at first he demanded to record the meeting, and
23 I asked, I said can we please just resolve this quietly?
24 Let's no tape recorders, no lawyers, let's just talk as
25 two human beings. And he said I'm sorry, we're not just

1 two human beings or something to that effect. If I'm
2 going to talk to you, I'm going to record it in case I
3 have to sue you. And so I said, I understand. If you're
4 going to record it, I guess I need to as well. And I had
5 my phone in my pocket, so I'll just whip that out. You
6 know, I was like I don't normally record conversations but
7 if that's how this was going to go down, I guess I better
8 have my copy of it too. And so I said, okay. You know,
9 we have to have this conversation and the opening line is,
10 It is with great disappointment and regret that I must
11 call this meeting. And that just intensified. You know,
12 when I wrote this letter, I wrote this letter with kind of
13 the worst case scenario in mind and it was every bit as
14 bad if not worse than my worst case scenario.

15 Q In this August 6th meeting, had come up with certain
16 requirements for Dr. Crenshaw in order to reach a mutual
17 consent, the purpose of the meeting?

18 A I did. I thought about, you know, you never asked a
19 question if you don't know the answer to it already. And
20 so I thought, well, if I'm going to ask him to resolve the
21 issue in private, you know, I ought to have some ideas as
22 to what I think would resolve it. I had this letter typed
23 out and I had a copy for him and a copy for me. That part
24 was formal. I intentionally left my thoughts about what I
25 thought it would take to resolve the issue informal. I

1 took a, I had a little outline written and I think he
2 testified to that effect that I had some very terse
3 handwritten notes, an outline of what I thought might
4 resolve the issue. But I was very open to any suggestions
5 that he might have because he may, he'd been there longer.
6 He may have ideas, things that I'd never even thought of
7 that would help to resolve the matter.

8 Q What were your ideas about what would resolve the
9 matter or what should resolve the matter?

10 A Well, I thought that some apologies were in order.

11 Q And who were those apologies to?

12 A Well, there were clearly aggrieved parties, people
13 who'd written formal grievances against him. And then
14 there was the faculty. Because after, you know, the
15 incident in question when I tried to make faculty
16 governance work and the faculty kept telling me, look,
17 faculty governance is just not going to work in this
18 instance because he's not behaving himself. He's
19 threatening us instead of participating. So with that
20 evidence in mind I thought, well, he needs to go ahead and
21 apologize to the faculty as well. At least apologies
22 seemed to me the surest way to start building that
23 collegiality again. And then, of course, he'd made some
24 certain comments which were available more lively on blogs
25 and so I thought those people also, he needed to exercise

1 a little bit of humility and try to show that he was open
2 to a real relationship. It didn't all have to be
3 confrontation and threatening of lawsuits, but he could be
4 a real human being.

5 Q Did you think that those requirements for reaching
6 mutual consent in this early stage were reasonable?

7 A I did, but they were also flexible.

8 Q And did Dr. Crenshaw discuss any alternatives to
9 those apologies in order to reach a mutual consent?

10 A He did.

11 Q What did he propose?

12 A He proposed a financial settlement.

13 Q During this meeting, did Dr. Crenshaw engage in any
14 conduct that you thought was unreasonable?

15 A Professor Thomas said that he's an outstanding writer
16 and he certainly has a very distinctive style. I felt
17 like his style was beyond the bounds of what was
18 professionally acceptable. But I was willing to overlook
19 all of that if we could resolve the issue.

20 Q Did he call you names in the meeting?

21 A Yeah, he did.

22 Q And did you think he was joking when he called you
23 names?

24 A He was clearly not joking.

25 Q Was his tone aggressive?

1 A Very.

2 Q Was his demeanor aggressive?

3 A I can remember the little bit of spit coming onto my
4 face and thinking I'm not going to wipe that off. I'm
5 just going to let that hang their.

6 Q Did he threaten lawsuits against you?

7 A He did.

8 Q Did he threaten a lawsuit against you personally?

9 MR. JAMISON TINSLEY: Objection. It's been asked
10 about three times.

11 MR. CLOSE: It's a different question than lawsuits,
12 Your Honor.

13 THE COURT: I'm going to overrule the objection. Let
14 him answer it.

15 A I don't recall whether he named me personally in the
16 lawsuit threat.

17 Q How did that meeting come to a conclusion?

18 A Well, he made his proposal in his style. I think he
19 said something like well you could, I can't remember if he
20 used a cuss word in there are not, but I think he said
21 something like you can f-ing buy me off. And I said,
22 well, I am willing to entertain any kind of possibility.
23 Do you have anything in mind?

24 Q Don't go, again, to numbers.

25 A Yeah. Okay. I tried to take that as seriously as I

1 possibly could. I think we had some, we came to a
2 tentative agreement. He said he wanted to speak with his
3 wife which is something I totally understood. I asked him
4 how long he needed to finalize whether that was a real
5 offer or if that was, you know, if he was just being
6 emotional. And he said that he could definitely be back
7 to me by Monday. The tone of the conversation shifted and
8 pretty significantly at that point. I think that he felt
9 like he had the upper hand and he probably did. I mean,
10 it was very generous, but he seemed happier. That's when
11 I think he said, even though he still questioned my
12 lineage, my mother's whatever, he thought I was nice.
13 And then he said, all right, I'll get back with you.

14 Q And when he raised the issue of early retirement, did
15 you think he was kidding?

16 A I don't know that I fully appreciate Professor
17 Crenshaw's sense of humor. I mean, I said, I'm going to
18 have to assume you're serious. And if he was initially
19 joking or showing off or whatever, I am convinced that he
20 very quickly snapped out of that and began to take this
21 very seriously.

22 Q And so at the end of the conversation did y'all have
23 an agreement about what would happen next?

24 A We did.

25 Q And what was that agreement?

1 A He was going to speak with his wife. He said he
2 could handle it pretty quickly. I think I just said, take
3 the rest of the weekend. He was going to get back to me
4 by Monday. I said okay, let's make it 5:00 o'clock on
5 Monday to shore up that firm time that he was going to be
6 back with me to make sure that he could stand by that
7 commitment on his end.

8 Q And he assured you he could?

9 A He did and he asked if I could, you know, come
10 through on my end of the bargain if he agreed to it. And
11 I said, I was pretty confident that I could. And he said
12 he was going to double, he felt pretty sure that he was
13 going to be able to come through on his end and agree to
14 the same number. But he did want to talk to his wife and
15 that by 5:00 o'clock that would all be settled and it
16 would be done.

17 Q Was the early retirement the only option at the end
18 of the meeting for Dr. Crenshaw?

19 A It was not, by any means.

20 Q What were the other options?

21 A There were an indefinite number of options. We were
22 still in the stage one of the negotiation. And so if he'd
23 come back and said, you know, I really want to try only
24 wearing bow ties from now on and maybe that'll settle it,
25 you know, I would have discussed that. I would discuss

1 any, anything at that stage.

2 Q Were your apologies still on the table as an option?

3 A Absolutely.

4 Q And then did you discuss with Dr. Crenshaw what would
5 happen if he, if you two failed to reach mutual consent in
6 this preliminary stage?

7 A That's right. If we failed to reach or to resolve
8 these questions in a way that was mutually satisfying,
9 then we would have to move into phase two which would
10 involve my laying out the grounds for his dismissal.

11 Q Now when you lay out grounds for dismissal, does that
12 mean the person is terminated at that point?

13 A It does not.

14 Q When we talked about the process, there's more after
15 the grounds for dismissal. Is that right?

16 A That's right. So stage one is the preliminary
17 proceedings which is where we were. And then there's the
18 formal proceedings. And the first step of the formal
19 proceedings is where the President informs the tenured
20 faculty member in writing of the dismissal and the grounds
21 for it. And then we talk about the scheduling of a
22 hearing, the formation of the hearing committee. A
23 hearing takes place. And then the President and the
24 tenured faculty member are notified simultaneously in
25 writing the decision of the hearing and that is when the

1 termination becomes, unless a hearing is waived, it's
2 after that process has run its course.

3 Q What happened, well, let me strike that and let me
4 rephrase it. Dr. Crenshaw was supposed to let you know
5 which of the options he chose by Monday at 5:00, is that
6 right?

7 A That's right.

8 Q Okay. Did he let you know what option he chose by
9 Monday at 5:00?

10 A Professor Crenshaw has a way of making some fairly
11 complicated, some very simple things very complicated. He
12 was supposed to let me know by 5:00. But then he tried, I
13 think he tried to extend the process. He sent me like a
14 one line email that said we're willing to discuss whether
15 or not I'm going to accept that option, his own proposal.

16 Q Dr. Norman, let me show you what's been marked for
17 identification as Defendant's Exhibit 41 and ask if you
18 recognize that document?

19 A I recognize some of these emails, yeah. Yeah, this
20 is the email that I was referring to earlier, the one line
21 that said he's willing to discuss the issue of his early
22 retirement which given the deadline, this was at 4:30 on
23 August 8th. So he was supposed to get back to me by 5:00
24 saying whether it was final, that we were going ahead with
25 his proposed buyout. And so he said, I have agreed that

1 we are willing to discuss the issue of retirement. So I
2 thought, well, is that a yes or a no? I thought well, I
3 guess, I'll just take it as a yes, because I wanted the
4 issue to be resolved by mutual consent. So I wrote back
5 to him and said, you know what, I think this is best for
6 us all. I'm really looking forward to getting to know you
7 on the other side of this. We'll draw up an agreement and
8 an announcement and send it to you for your approval.

9 Q Had y'all discussed in your meeting with Dr. Crenshaw
10 on August 6th, had y'all discussed whether he would teach
11 that Fall?

12 A Yes. I'd made it clear that he would not be teaching
13 that Fall.

14 Q Did you tell Dr. Crenshaw in that meeting that you
15 had a statement ready to send out if he chose retirement?

16 A I believe this is the first time that I talked about
17 a statement. I wasn't really thinking. When I went into
18 the meeting with him the previous Friday where I had the
19 letter, my goal at that point was to, for him to remain
20 employed at Erskine. And so my thinking was about the
21 things that he needed to do to stay an employee. I was
22 trying to save his job. When he proposed that he go ahead
23 and go into early retirement, I thought, well, you know
24 what, I don't want to be the only one trying to save his
25 career. If he's ready to retire, he's ready to retire and

1 I can respect that. That's when I first started thinking
2 about him not being a Professor at Erskine. I mean I'm
3 sure it had crossed my mind. I don't mean to say that
4 it'd never crossed my mind. But I do not believe that I
5 had drafted the announcement, I think the announcement,
6 getting his approval on the announcement was me making
7 sure that I was clear that he really was moving down this
8 road. I didn't want to go ahead and move, I didn't want
9 to move down that road and then have him say, no, I was
10 just kidding, I really didn't want to do that. Does that
11 make sense?

12 Q Yes, it does.

13 A Okay.

14 Q So this email you already testified to where you
15 said, I look forward to seeing you on the other side or
16 getting to know you on the other side of this and I'll
17 draft up an agreement and announcement. That was August,
18 Monday, August 8th at 4:56 p.m. Is that right?

19 A That's right.

20 Q So approximately a half hour after Dr. Crenshaw had
21 emailed you to say he would consider early retirement?

22 A That's correct.

23 Q And did Dr. Crenshaw respond to that email from you
24 prior to your next email to him?

25 A I don't think they were. And so I checked my email

1 right before 5:00. You know, and he'd said he was going
2 to get back to me by 5:00, so I checked my email right
3 before 5:00. Sure enough, I got an email from him. I
4 read it. This is kind of confusing. Well, I'm going to
5 take this as a yes. Let me go ahead and draft up
6 something that would be basically an announcement. I
7 wrote that up pretty quickly. Sent it back to him and
8 didn't hear anything the rest of that night. But I had
9 told him in that email that we would draw up an agreement.
10 In other words, he'd made a verbal offer and then he
11 didn't really follow up that verbal offer with an in
12 writing, you know, what that would look like. And I
13 really wanted that to be an agreement that, you know, was
14 consistent with our school policy for retirements, that
15 sort of thing. So I went ahead and I said, we will draw
16 up the paperwork for it. Kind of assuming that, taking
17 that as a yes, you know. And so I contacted our attorney
18 that morning and asked for, you know, give me the
19 boilerplate, you know kind of language for what you do
20 whenever you're going to give somebody a boat load of
21 money so that they can, that would be there retirement.

22 Q And so in your next communication to Dr. Crenshaw was
23 the following day, Tuesday, August 9th at 2:57, is that
24 right?

25 A That's right.

1 Q And in that email, you attached a draft agreement and
2 a draft announcement, is that right?

3 A That's correct.

4 Q Turn to the next page, Dr. Norman.

5 A Yeah.

6 Q What was Dr. Crenshaw's next response to you after
7 you sent him the draft agreement and draft retirement
8 announcement?

9 A I believe it is, it was on Wednesday at 2:47 where he
10 said, Dr. Norman plans to announce my retirement
11 premature.

12 Q And what did you think when you got that email?

13 A Oh man, here we go again. We're back in, we have not
14 completed stage one. We have not come to a conclusion
15 that's mutually agreeable.

16 Q And so what did you do next?

17 A So at this point, I turned my attention to, okay, so
18 we've got students coming in and we haven't reached an
19 agreement here. I don't know whether to tell the students
20 that he's retired or just tell them that he is suspended.
21 So if he's not retiring, then I got to let them know
22 something. But I also wanted to be fair to him. I wanted
23 to protect his reputation all that I could and so instead
24 of just sending out an announcement saying what had
25 happened, I sent him a draft and asked him to give me any

1 kind of feedback.

2 Q So you sent him a second draft announcement?

3 A That's right.

4 Q Instead of saying Dr. Crenshaw is retiring, it says
5 I'm working it out with Dr. Crenshaw?

6 A Yes. It says, this news is likely to generate much
7 discussion and comment. So I wanted to inform you myself
8 that Bill Crenshaw and I have recently begun confidential
9 conversations about his future. So basically saying Dr.
10 Crenshaw and I are in stage one. Regardless of the
11 eventual outcome of these discussions, Dr. Crenshaw will
12 not be teaching this Fall. I've asked Dr. Christie, the
13 Dean, to make the necessary arrangements. My hope is that
14 we will be able to update you soon. However, this is an
15 ongoing personnel matter and I will only share information
16 as it is necessary or appropriate. I realize that many
17 across the community will be concerned and will question
18 the circumstances surrounding that. I understand that.
19 But it's imperative that we respect this process and that
20 we respect Dr. Crenshaw and that we respect Erskine. So
21 please don't talk about this.

22 Q Did Dr. Crenshaw have a problem with the draft
23 agreement regarding his early retirement itself?

24 A He never let me know of any problem he had with that.

25 Q Did he have an issue with his time for considering

1 that agreement?

2 A He never let me know that he had such an issue.

3 Q Let me direct your attention, Dr. Norman, to page 3
4 of this exhibit, an email from you to Dr. Crenshaw on
5 Thursday, August 11, 2011. Do you see that?

6 A At what time?

7 Q It's Thursday, August 11th of 2011.

8 A At 11:24 or is it 4:50?

9 Q Beginning, fair enough.

10 A Yes. Yes. That's the email from me in which I was
11 showing them the draft. Because he had said, he pointed
12 out that the agreement that I sent him had a 21-day
13 reconsider clause as part of it pursuant to South Carolina
14 law. And I think he gets another 7 days even after he
15 signed it to change his mind. And so he said he wanted
16 more time to think about that letter. He wanted to make
17 sure that he used more of the 21 days before he signed it.

18 Q And so at that point he still had not elected to go
19 into early retirement or agree to the agreement you have
20 sent?

21 A It wasn't clear whether he, I was still hoping for
22 the best. I was sort of thinking that maybe he was
23 agreeing, it was confusing. I didn't know if he was
24 agreeing to go into early retirement but wanted the 21
25 days to think about the actual wording of the agreement or

1 if he was wanting to extend the time beyond on what we had
2 agreed on earlier, you know, Monday at 5:00.

3 Q Did you tell Dr. Crenshaw to take any and all of the
4 21 days he needed to consider that agreement?

5 A Absolutely. The first line of the email I said, fair
6 enough, if you'd like to use any or all of the 21 days
7 allotted, I would encourage you to do so. My
8 understanding is that you do not have to use that full
9 time, however. So if you decide that you would prefer my
10 making a single announcement like the one I sent
11 yesterday, mainly his retirement one, I'd be glad to do
12 so. So I'm saying take all the time you want to to
13 consider the language of the thing, but if you want to
14 announce publicly that you're going to retire, let's do
15 that. You know, I'll talk about your, you know, he had
16 some great accomplishments at Erskine. Let's focus on the
17 positive, move on, I can do that or if you want, I can go
18 ahead and say that we're still negotiating. But in either
19 case, use the full 21 days. That to me seemed like that
20 was a part of the law that, even though it was his
21 proposal I still felt like we needed to go ahead and give
22 him that 21 days.

23 MR. CLOSE: Okay. Your Honor, I move that
24 Defendant's Exhibit number 41 be admitted into evidence.

25 THE COURT: Any objection?

1 MR. JAMISON TINSLEY: No objection.

2 THE COURT: 41 is admitted.

3 (Whereupon, Defendants Exhibit number 41 is admitted
4 into evidence.)

5 Q Dr. Norman, let me show you what's been marked for
6 identification as Defendant's Exhibit number 42 and ask if
7 you recognize that document?

8 A I do.

9 Q What is this document?

10 A This is an email sent to, sent by me to Professor
11 Crenshaw and his legal counsel. It's titled, Grounds for
12 Dismissal. Said this is the email cover, this is the
13 cover email for the letter outlining his grounds for
14 dismissal which is required by the faculty handbook.

15 Q And so what were you doing by sending Dr. Crenshaw
16 this email titled, Grounds for Dismissal. What were you
17 doing with regard to the process of terminating him?

18 A This looks like this is the letter moving from stage
19 one to stage two.

20 Q And why according to this email did you decide to
21 move to stage two on Friday, August 12th?

22 A Because stage one was not moving forward. It had
23 reached a stalling point. I said in the opening line, as
24 you will remember from our conversation on Saturday you
25 were to let me know by 5:00 on Monday whether you wanted

1 to accept either the resolution that I had outlined for
2 you verbally or the resolution that you suggested
3 regarding early retirement. But we're way past that
4 deadline. It doesn't seem like anything is happening. We
5 have failed to resolve the matter by mutual consent. So
6 I've got to go ahead and move forward, but still consider
7 the 21 days. You know, go ahead and keep considering that
8 other option and if you want more time, let me know.

9 Q So the early retirement option is still on the table?

10 A Absolutely.

11 Q But you're moving to the next step and the next step
12 is that termination or not termination at that point?

13 A It's outlining the grounds for termination.

14 Q But Dr. Crenshaw was not terminated on Friday, August
15 12th, 2011?

16 A That's correct.

17 Q The next to last paragraph of this email schedules a
18 hearing for Dr. Crenshaw?

19 A That's right.

20 Q And why did you do that?

21 A To ensure that he had, that he knew he had the right
22 to a hearing and I went ahead and scheduled it. He had
23 the option of asking that be moved or waiving it.

24 (Whereupon, Defendant's Exhibit 42 was admitted into
25 evidence.)

1 Q And let me turn your attention back to, Dr. Norman,
2 Defendant's Exhibit 17 which is the faculty manual and the
3 formal proceedings paragraph on page 36?

4 A Okay.

5 Q Does it require that you set that hearing?

6 A Yes.

7 Q And does it require that Dr. Crenshaw respond to you
8 whether he wants the hearing?

9 A Yes.

10 Q And in this email on August 12th did you tell him
11 that he must respond to you about whether he wants the
12 hearing?

13 A Yes.

14 Q Did you give him a deadline to respond to you about
15 whether he wants the hearing?

16 A Well, the handbook has said that, said that the
17 response shall be not less than two weeks before the date
18 set for the hearing.

19 Q So you set the date and the response has to be two
20 weeks before that?

21 A That's right.

22 Q And you set the date and you gave Crenshaw the date
23 of response as two weeks before the date of the hearing,
24 is that right?

25 A That's correct.

1 Q Okay. And that date was Monday, August the 15th?

2 A That's correct.

3 Q And this was Friday, August the 12th?

4 A That's correct.

5 Q Did you feel like that was sufficient time for Dr.
6 Crenshaw to make a decision about whether he wanted a
7 hearing?

8 A Whenever he proposed the retirement, he wanted the
9 weekend to think about it. And so I thought giving him
10 the weekend to think about it was reasonable in this case.
11 But just in case that wasn't reasonable, I made it clear
12 to him that if he wanted to postpone it for any reasonable
13 request that I would entertain that as well.

14 Q So if he had said, I just need some more time to
15 think about it, you would have given that?

16 MR. JAMISON TINSLEY: Objection, speculation.

17 THE COURT: I'm going to let him answer it.

18 A Absolutely.

19 Q Did Dr. Crenshaw ever request more time to consider
20 whether to have a hearing, Dr. Norman?

21 A No, he did not.

22 Q And, Dr. Norman, I'm going to show you what has been
23 admitted into evidence as Defendant's Exhibit 16, if I can
24 get you to hang onto that.

25 A Okay.

1 Q And I think you've already testified that this was
2 the grounds for dismissal that you sent Dr. Crenshaw on
3 August 12th?

4 A That appears to be correct. Both the grounds for
5 dismissal letter and the attached exhibits.

6 MR. CLOSE: And before I get too far afield, Your
7 Honor,--

8 THE COURT: What's the number of this one with all
9 the attachments?

10 REPORTER: 16.

11 MR. CLOSE: Which one, Your Honor.

12 DR. NORMAN: This is 16 that I'm referring to now.

13 THE COURT: The letter with the attachments that laid
14 out the specifics, it was 16 or 17.

15 MR. CLOSE: The letter is 16.

16 THE COURT: Okay.

17 MR. CLOSE: 17 is the handbook.

18 THE COURT: The handbook is 17?

19 MR. CLOSE: The handbook is 17.

20 THE COURT: I'll keep them straight.

21 Q So, Dr. Norman, exhibit, Defendant's Exhibit 16, the
22 grounds for dismissal, is this what you sent Dr. Crenshaw
23 with that cover email we just discussed?

24 A That's correct. And there were two attachments to
25 that email. One was the grounds for dismissal letter and

1 the other was the exhibits, both of which are included in
2 this Defendant's Exhibit 16.

3 Q You lay out three categories of allegations for the
4 grounds for dismissal, is that right?

5 A That's correct.

6 Q Tell me what the category one allegations were,
7 generally?

8 A Category one allegations were the events of September
9 24th, the ambulance incident and their aftermath. Did you
10 ask for all three or just the first one?

11 Q Let's just go ahead and talk about the first one. Do
12 you outline more specific issues or allegations related to
13 that incident in this aftermath?

14 A I do.

15 Q Okay. And you divide them into three allegations
16 within category one?

17 A I think in terms of outlines. So that's the way my
18 mind works, yeah. There's a first category and there's
19 three different allegations. And then I discuss those
20 allegations and then move to the next category.

21 Q Okay. And before I go any further, let me direct
22 your attention to the top of page 3, the bottom of page 2,
23 Dr. Norman. And the very last paragraph of page 2, what
24 are you communicating to Dr. Crenshaw there?

25 A In this paragraph what I'm saying is, look, I get

1 that you criticize the Athletic Department and you used
2 language that was very unprofessional. You did it in a
3 way that was very unprofessional. But I'm willing to just
4 give you a huge wide latitude and just say, look, I'm
5 going to cover everything I possibly can under the blanket
6 of academic freedom.

7 Q So did you essentially excuse Dr. Crenshaw's conduct
8 having the student's best interest at heart?

9 A That's right.

10 Q And you didn't hold that against him under these
11 grounds for dismissal, did you, his interest for the
12 students?

13 A That's right. In fact, I do think he was
14 legitimately concerned for the student. And I think that
15 is a very healthy and commendable thing. I want to find
16 the aspects of his behavior to commend. I don't have to
17 look too hard to be able to tell that he genuinely cared
18 about the health of the student.

19 Q Let's go to category or, excuse me, allegation one on
20 page 3.

21 A Yeah, that he climbed into and wrongfully remained in
22 the ambulance.

23 Q And did you find that Dr. Crenshaw had wrongfully
24 climbed in and remained in the ambulance?

25 A Yes.

1 Q What did you use? What did you use to support that
2 finding?

3 A Three eyewitness testimony of three different people,
4 yeah.

5 Q Did you consider any information from Dr. Crenshaw
6 himself?

7 A I did. He denied it. He denied that it was wrong.

8 Q When did he deny it?

9 A That's a good question. I don't exactly remember.
10 Oh, I did. I did tell him in the attachments, in the
11 grievance meeting.

12 Q In the meeting with the special grievance committee,
13 is that right?

14 A The December 15th meeting.

15 Q So what was your understanding of his statement in
16 that meeting?

17 A He denied all allegations. He said, I did absolutely
18 nothing wrong.

19 Q And did you consider that in making the decision that
20 Dr. Crenshaw had acted improperly in this allegation?

21 A I did consider it, yes.

22 Q And what is the second allegation you make, Dr.
23 Norman?

24 A That he pushed Ms. Shamy.

25 Q And how did you determine that he had done that?

1 A The statement of Ms. Shamy first of all--

2 MR. JAMISON TINSLEY: Objection.

3 THE COURT: It's my understanding this is
4 allegations. This is what I believe happened, so he can't
5 say I know this happened because he wasn't there.

6 MR. CLOSE: Well, I'm just trying to--

7 THE COURT: He can say why he made the allegation but
8 not why he found it as fact because he doesn't know,
9 correct? Rephrase your question.

10 MR. CLOSE: Yes, Your Honor.

11 Q Dr. Norman, did you find under allegation to, this
12 would be the top of page 4, I find probable cause to
13 believe that this allegation is true?

14 A That's correct.

15 Q And you made that determination based on the
16 information you had at that time?

17 A That's correct.

18 Q Including Dr. Crenshaw's blanket denial of any
19 wrongdoing?

20 A That's correct.

21 Q What is the allegation three that you list on page 4,
22 Dr. Norman?

23 A That he took it upon himself to advise a student,
24 concerning a medical matter, when that student was already
25 in the presence of the EMS personnel and emergency

1 contact, all of whom had more authority than he did.

2 Q And at the bottom of the allegation did you find
3 probable cause to believe that was true?

4 A I did.

5 Q Did you make that decision based on all the
6 information you had available to you?

7 A I did.

8 Q Are you a licensed attorney, Dr. Norman?

9 A I am not.

10 Q And are you a Judge?

11 A I am not.

12 Q So did you have, is there anything else you could
13 have considered at that point in time?

14 A There is not anything else that I felt was proper to
15 consider.

16 Q In other words, you had all the information you felt
17 as President of Erskine that you needed?

18 A That's right.

19 Q Okay. Let's turn to page 5, please, Dr. Norman.

20 This is the second category of allegations, is that right?

21 A That's correct.

22 Q And it involved Dr. Crenshaw's conduct in front of
23 the special grievance committee, is that correct?

24 A That's correct.

25 Q Okay. And do you lay out a timeline of events

1 leading up to that committee and their decision, Dr.
2 Norman?

3 A I do.

4 Q If I could direct your attention to page 6 and under
5 December 15th, 2010 - January 4th, 2011, what did you
6 discuss with Dr. Crenshaw or, strike that. What did you
7 find Dr. Crenshaw's conduct to have been? And take your
8 time, Dr. Norman.

9 A So just to make sure I understand your question.
10 Between December 15th and January 4th, the special, the
11 special faculty grievance committee met and then he made
12 statements to that committee. Is that what you're asking
13 about?

14 Q Yeah. What did you find, well, I apologize. If
15 you'll turn to page 7, at the end of the section titled,
16 Category Two Allegations. Do you find probable cause to
17 believe that Dr. Crenshaw engaged in misconduct before the
18 special grievance committee?

19 A Yes.

20 Q And what conduct did you find that was misconduct?

21 A Well, he threatened the committee--

22 MR. ROBERT TINSLEY: Objection. He didn't observe
23 any of this.

24 MR. CLOSE: I'm just asking him his findings, Your
25 Honor.

1 THE COURT: You're asking his allegations. Go ahead.

2 Q What do you allege Dr. Crenshaw did wrong in front of
3 the special grievance committee, Dr. Norman?

4 A Well, I'm discussing allegations and then I report
5 back my response to those allegations and my response to
6 those allegations is informed by facts. The response to
7 those allegations is that yeah, he did it. I found
8 probable cause that he believe, that he performed, engaged
9 in misconduct. I made that judgment based upon facts.

10 Q What facts were those?

11 A One of those facts was that he threatened the special
12 grievance committee.

13 Q According to what?

14 A The transcript.

15 Q Anything else?

16 A The recording and the testimony of the, the testimony
17 of the grievance committee, the complaints of Dr. Elsner,
18 which he put in writing. I mean, maybe legally I'm not
19 allowed to call them facts, but they sure did seem like
20 facts to me. A recording sure does seem pretty
21 straightforward. I don't know how that would be hearsay.

22 Q That's fine. You have testified that you're not an
23 attorney. Dr. Norman, if you will look at the category
24 three allegations on the bottom of page 8. Is that
25 category titled, Disloyalty and Disparagement of the

1 College and its Mission?

2 A It is.

3 Q And what was it that you found that Dr. Crenshaw had
4 done to constitute disloyalty to Erskine and its mission?

5 A Encouraging people to quit donating and to quit
6 sending their kids to Erskine.

7 Q Is that based on the blog posts?

8 A Yeah, this is a direct quotation from Professor
9 Crenshaw.

10 Q And had you seen that blog post?

11 A I had.

12 Q And how is that disloyal, Dr. Norman?

13 A Well, in that blog post he openly says that he wants
14 to hurt the institution. And hurting the institution,
15 hurting an institution and being disloyal to an
16 institution seemed pretty synonymous to me.

17 Q Based on review of Dr. Crenshaw's blog post, would
18 you interpret it any other way?

19 A Other than wanting to hurt the institution, wanting
20 to financially hurt the institution, I could not.

21 Q Did that seem clear to you?

22 A It seemed very clear to me.

23 Q Now, Dr. Norman, let me direct your attention to the
24 conclusions section of your grounds for dismissal.

25 A Can I just insert there that these are the only

1 interpretation of the facts that were open to me. I did
2 not want this to be true. I very much did not want to
3 believe that Professor Crenshaw had exhibited personal
4 conduct which substantial, I did not want to fire
5 Professor Crenshaw. And so I wanted to read these
6 comments in some other way other than what they were, but
7 I could not ignore this. I put it off as long as I could
8 hoping that he could resolve these issues. I mean, this
9 went on for almost a year, and I had people very upset
10 with me for good reason that I was not doing my job and
11 taking care of this issue. I wanted to be able to come up
12 with some other way, but I couldn't.

13 Q And draw your attention to page 9 of the grounds of
14 dismissal, Dr. Norman, of the conclusions section. Did
15 you consider the appropriate penalty for these allegations
16 you made?

17 A I did.

18 Q And did you consider in addition to all the
19 information we've gone through just now, anything else?

20 A I did.

21 Q What else did you consider?

22 A Anything short of firing I could possibly do. I
23 thought about my options and then I looked at his
24 personnel file to see, you know, whether any of those
25 options had been successful in the past.

1 Q And you ultimately decided to terminate Dr.
2 Crenshaw's employment?

3 A That's right.

4 Q Let me rephrase that, you decided to--

5 A To seek his termination.

6 Q --seek grounds for dismissal?

7 A That's right. The conclusion of that paragraph says,
8 so I go through and I explain that I have looked through
9 his file and I said that he's already been reprimanded
10 multiple--

11 MR. ROBERT TINSLEY: Objection. He has no--

12 DR. NORMAN: I'm just reading.

13 MR. ROBERT TINSLEY: This is not relevant. He has no
14 personal knowledge.

15 MR. CLOSE: Well, the view, the file, he does have
16 personal knowledge.

17 THE COURT: It's in the letter?

18 DR. NORMAN: It's in the letter.

19 THE COURT: It's in the letter. Read the file, it's
20 in the letter, it's in evidence. I don't want to go into
21 any facts about something else. It's in the file. It got
22 put in the letter. It's in evidence.

23 Q Did you make a decision, Dr. Norman, about whether
24 something short of termination would be an effective way
25 to deal with Dr. Crenshaw?

1 MR. JAMISON TINSLEY: Asked and answered.

2 A Rather than insult--

3 THE COURT: Yeah, I'm going to let him answer that.

4 A Yeah. Rather than insult the sensibilities of our
5 Counsel here, maybe I should just read this last
6 paragraph.

7 Q Sure.

8 A The next question for me to consider is the
9 appropriate penalty. In this connection I have reviewed
10 your file and have concluded that you have engaged in
11 conduct of a similar nature in the past. And I have even
12 received, and you have even received lesser forms of
13 discipline. For example, I'm sure you recall the
14 reprimand you received in 2007.

15 THE COURT: No.

16 MR. ROBERT TINSLEY: Objection, Your Honor.

17 THE COURT: Don't go into the facts of them. Y'all
18 are tag-teaming him now. One lawyer against one lawyer.
19 How much more you got with him?

20 MR. CLOSE: Not much, Your Honor.

21 THE COURT: Okay. Let's try to get finished up with
22 him today and finish him up in the morning.

23 A And your required apology to a student in 2005. All
24 of these past instances along with the current one
25 convince me that there is no reason to hope that

1 disciplinary measures short of termination will correct
2 your behavior. Therefore, my decision is to seek your
3 termination in accordance with the procedure outlined
4 above. Sincerely, David Norman. President.

5 Q Okay. Dr. Norman, this letter is dated August 12th,
6 correct?

7 A That's correct.

8 Q And, Dr. Crenshaw, I believe you testified he had
9 until August 15th to select a hearing, is that correct?

10 A Yes. I'm sorry, yes.

11 Q And he did not do that, right?

12 A That's correct.

13 Q Dr. Norman, I'm going to show you what's already been
14 admitted into evidence as Defendant's Exhibit number 19.

15 A I had hoped that there was some misunderstanding that
16 he would actually show up on the day of the hearing, and I
17 waited for him there by myself. Not only had he not
18 responded during that two weeks, but he didn't even show
19 up.

20 Q So you went to the hearing location on the date set
21 for the hearing?

22 A That's right. It was set for 9:00 o'clock and I sat
23 in the room from 9:00 o'clock till 12:00 o'clock hoping
24 that he would come.

25 Q Dr. Norman, what do you recognize Defendant's Exhibit

1 19 to be?

2 A This is a followup to a conversation I had with his
3 lawyer.

4 Q When did you have a conversation with Dr. Crenshaw's
5 attorney?

6 A On Wednesday, August 31st.

7 Q And what was, what did you discuss with Mr. Tinsley?

8 A Trying to find some way not to fire.

9 Q And what way were you looking for?

10 A If he would just take the money.

11 Q Is that what you reference in this email on August
12 31st, 2011?

13 A I think so. Sorry. I don't know if you've ever had
14 to fire somebody, but especially somebody who's been there
15 for a while. It's not easy. I said, I'm following up on
16 our conversation this morning--

17 Q Let me direct you, Dr. Norman, to the third paragraph
18 and you don't have to read it.

19 A Okay.

20 Q But did you offer additional time for Dr. Crenshaw to
21 consider the early retirement agreement even after it
22 expired?

23 A That's right. I will hold off for a few days on
24 issuing this termination to give you some time to make a
25 final appeal, to Dr. Crenshaw.

1 Q Did you receive any response from anyone to this
2 email?

3 A No.

4 Q Did you attach a draft termination letter to the
5 email so that Dr. Crenshaw could see it?

6 A I did.

7 Q And you gave him until September 5th to respond, is
8 that right?

9 A That sounds right. Yeah, that's right. On the
10 front.

11 Q Is that what your email says?

12 A That's right. The email says if Dr. Crenshaw is
13 unable to fully accept an agreement by next Tuesday,
14 September 4th then I will have to terminate him.

15 Q Did you terminate him on Tuesday, September 5th or do
16 you recall the date?

17 A I believe so. I don't recall the date, actually.

18 Q Let me show you what's been previously marked as
19 Plaintiff's Exhibit 18 and ask you if that's your letter
20 terminating Dr. Crenshaw?

21 A That's right. I actually waited a little bit after.
22 This is the 7th, so I gave him two more days after the
23 final deadline.

24 Q And still no word from Dr. Crenshaw?

25 A No.

1 Q Or his attorney?

2 A No. I drove to his attorney's office to meet with him
3 and them, yeah.

4 Q Had Dr. Crenshaw's attorney requested that you give
5 him some more time to consider the agreement?

6 A So to back up a little bit, you know, I'm seeing this
7 stuff go down in the Fall when I'm still new. And I'm
8 trying to figure out how in the world am I going to
9 redirect his behavior so that his behavior will not
10 constitute behavior which substantially inhibits his
11 ability to fulfill his institutional responsibilities.
12 First I thought maybe the faculty can get to him, his
13 peers can't get to him.

14 THE COURT: Let's stop there. That's not answering
15 the question.

16 DR. NORMAN: I'm sorry.

17 THE COURT: Did the attorney ask for extra time, that
18 is a yes or no.

19 Q Did the attorney ask for extra time for Dr. Crenshaw
20 to consider the agreement?

21 A When I met with him in his office, yes.

22 Q Was that the first conversation you had with Dr.
23 Crenshaw's attorney?

24 A Face-to-face, yes. I believe we may have had a brief
25 conversation earlier, but I can't recall.

1 MR. CLOSE: And, Dr. Norman, I have nothing further
2 for you at this time. If you'll answer any questions Mr.
3 Tinsley may have.

4 THE COURT: And we'll be doing that in the morning.
5 All right. Ladies and gentlemen, I have a motion and
6 something else, it shouldn't take me very long, at 9:15,
7 so let's figure 9:30 for us. Y'all be in the jury room by
8 9:30. Okay? You can't begin discussing the case.

9 (Whereupon, the jury was excused from open court for
10 the day.)

11 (Whereupon, the trial will resume the next morning at
12 9:30 a.m.)

13 JUNE 11, 2015

14 THE COURT: Ms. Thomasson, for the record, was
15 excused. She was the second alternate and so she's not
16 with us now. But she wasn't part of those 12 and that was
17 by consultation with the attorneys yesterday afternoon
18 late. All right. Bring them in.

19 (Whereupon, the jury came into open court at
20 approximately 9:34 a.m.)

21 THE COURT: Ms. Thomasson was excused for good cause.
22 We had spoke with her yesterday afternoon late. She was
23 actually the second alternate and then as we're very close
24 to the end of the trial, if something happens to one of
25 y'all, I've got somebody ready to go. And so that was

1 very unfortunate, but we're ready to continue this
2 morning. You got a front row seat now. Oh, and I got
3 candy. Is the Defendant finished with Dr. Norman and it's
4 now the opportunity for cross-examination. All right, Mr.
5 Tinsley.

6 MR. JAMISON TINSLEY: Thank you, Your Honor.

7 CROSS-EXAMINATION

8 BY MR. JAMISON TINSLEY:

9 Q Dr. Norman, what year were you born?

10 A 1975.

11 Q So a year before Dr. Crenshaw started teaching at
12 Crenshaw?

13 A My memories at that phase were kind of fuzzy.

14 Q Understood. And what college was it that you were
15 talking about yesterday that you transferred to Auburn
16 from?

17 A Mars Hill College.

18 Q Mars Hill in North Carolina. Okay. And you became
19 President in 2010?

20 A Yes.

21 Q You were 34 years old?

22 A That's correct.

23 Q And you were somewhat overwhelmed when you became a
24 Professor, correct?

25 A The denomination and the school were in the middle of

1 a significant disagreement. I'm not sure if that answers
2 your question or if I need to go further.

3 Q You were surprised to be made Professor at such a
4 young age, is that a fair statement?

5 A There was a point at which, yeah, there were a couple
6 of points along the way where I was sort of like, wow,
7 yeah, this is, I'm really going to go in and do this. So
8 it was an interesting experience where on the one hand I
9 was really ready for the day-to-day activity. I kind of
10 knew what needed to happen. I knew what needed to be done
11 and I was surprised that my youth was not held against me.
12 My predecessor was 77. It may also be of note that
13 actually for most of Erskine's history, it had been
14 governed by a, or presided over, however you say that, by
15 a President who was actually younger than 34 whenever they
16 became President. The three longest serving Presidents
17 were, I think, 28 and 30 and maybe one was 31 whenever
18 they became President.

19 Q And these people were many, many years ago, I think.

20 A I believe President Lesanse, (phonetic), was it?
21 Your client would know better than I would, those dates.

22 Q Okay. Well, we'll move along then. You felt this
23 dispute that Dr. Crenshaw was a target in it?

24 A He had made himself such.

25 Q So is that a yes?

1 A That is definitely a yes. You may have noted that
2 his blog, he calls himself, Ishmael. That's a character
3 in the Bible who's prophesied over by an angel. An angel
4 writes a poem saying that Ishmael will be a wild donkey of
5 a man who's hand is against his brothers all his days.
6 He, he calls himself that.

7 Q Let's try to stick to the questions and answers
8 instead of a biblical--

9 A Okay.

10 Q --discussions. And when you stepped into the
11 administration, you had Professor Crenshaw's potential
12 students sign a document just to enter his class, correct?

13 A Yeah. One of the things that I learned coming in, I
14 was very interested in protecting Dr. Crenshaw. As part
15 of sort of peace plan is to just get everything to
16 deescalate and to stop the fight. And part of that meant
17 that I needed to take the responsibility for protecting my
18 professors. Although I'm sure you would just call it
19 hearsay so I won't go into details, I had some reason to
20 believe that a student in the past had taken his class
21 specifically to bait him into a fight that would get him
22 into trouble. And so I in thinking how do I make sure
23 that doesn't happen, I started looking through some of the
24 course materials and noted that his own syllabus, in his
25 own syllabus he describes himself. He said, you know, he

1 wanted to make, he wanted to make hamburgers out of sacred
2 cows. And, I mean, he just goes in this tirade about how,
3 you know, he's going to be a, this is going to be a
4 provocative class. And so I thought, you know, if every
5 student has to sign that statement saying they know what
6 they're getting themselves into, they can't complain later
7 saying, you know, that, that he offended their faith.

8 Q And no other courses at Erskine required that such
9 requirement?

10 A This is a one-of-a-kind course. No other course at
11 Erskine had a similar syllabus.

12 Q So that is a no.

13 A That's correct.

14 Q All right. And you say this provocative course that
15 Dr. Crenshaw taught, it would help develop necessary
16 creative thought for students to flourish later on?

17 A There was a time when he taught that course in such a
18 manner.

19 Q Well, you were only President there for one year when
20 he was teaching, correct?

21 A It was part of my responsibility to familiarize
22 myself with the school's history. And like I say, that
23 may be hearsay as well, but he has quite a number of
24 alumni who benefited from his teaching. I do believe he
25 was an excellent teacher at one point.

1 Q You never sat in on any of his courses?

2 A I did not. I believe he would have taken that the
3 wrong way.

4 Q All right. And then this ambulance incident, you
5 weren't present on campus on September 24th, 2010?

6 A I was not.

7 Q Okay. And you never called Dr. Crenshaw or the three
8 complainants: Mark Peeler, Adam Weyer, Gid Austin to get
9 their side of the story?

10 A I did all that I could to stay out of it.

11 Q Okay. So, you didn't call them?

12 A That's correct, to my knowledge.

13 Q And you never interviewed the EMT or the policeman on
14 the scene?

15 A I did not.

16 Q And you would admit that calling Dr. Agnew and
17 subsequently having EMS on the scene would be appropriate
18 for a student with a head injury?

19 A Absolutely.

20 Q And you can't say that Dr. Crenshaw violated any
21 Erskine policy in doing so?

22 A In calling Dr. Agnew and I do not believe he violated
23 any Erskine policy.

24 Q Okay. And you have no evidence that Dr. Crenshaw
25 mishandled the situation?

1 A I stated pretty clearly that I offered him wide, a
2 wide degree of latitude. I do believe that while some of
3 his actions I would have preferred they be handled
4 differently, I think his motivations were, at least one of
5 his motivations was a good, one of his motivations was a
6 good one.

7 Q So that's no?

8 A Can you rephrase the question or repeat the question?

9 Q The question was, you have no evidence that Dr.
10 Crenshaw mishandled the situation?

11 A If by the situation you mean the calling of EMS, no.

12 Q In the calling of EMS and getting the student medical
13 care?

14 A I think that medical care could have been provided in
15 a better way, but he didn't know that at the time.

16 Q A better way than EMS?

17 A That's correct. I believe the school has procedures,
18 written procedures for how the care of the, of an athletic
19 trainer would go. But those procedures do start with if
20 you have any doubt call EMS. And so that's why I think
21 calling EMS was the right thing.

22 Q And you would agree that, in general, the fastest way
23 to get to a hospital would be through an ambulance?

24 A I'm not sure that that's the case, but I don't have
25 any reason to--

1 Q I'm talking about in general?

2 A -- I don't have any reason to dispute that.

3 Q Okay.

4 A This is so far away from the, you know, the meat of
5 the case.

6 Q Okay. And then the grievance committee was charged
7 with mediating the case?

8 A With mediating the grievance. Yeah, the restoring
9 the relationship between colleagues.

10 Q Well, and they issue a statement which they weren't
11 able to mediate?

12 A That's correct.

13 Q And they didn't hold anybody at fault, they just said
14 they weren't able to mediate?

15 A Exactly.

16 Q At that point, didn't you have the option of sending
17 it back to them to investigate or adjudicate or however
18 you want to put it? Isn't that another possible charge in
19 the handbook?

20 A I think that would not have followed the handbook as
21 precisely as I wanted to follow it.

22 Q Okay. All right. So in the meantime, Dr. Christie
23 offered to mediate the matter?

24 A That's correct.

25 Q And Dr. Crenshaw said yes and the three complainants

1 said no?

2 A That's correct.

3 Q At that point rather than send it back to the
4 grievance committee, you formed a new committee?

5 A That's correct..

6 Q All right. Your authority to appoint this committee
7 didn't come from the faculty handbook or the grievance
8 committee, is that correct?

9 A It did. It came from one of the, you know, it came
10 from the handbook. I can't remember if it was the faculty
11 handbook or the employee resource handbook or the bylaws.
12 But I know that the President has written authority to
13 form committees to advise on these matters.

14 Q You ever formed a committee to advise in a matter
15 similar to this?

16 A I didn't have another matter that was very similar,
17 but I did form other committees to deal with different
18 types of issues.

19 Q Employment issues?

20 A I don't recall.

21 Q All right. And you appointed this committee to help
22 adjudicate?

23 A Actually, I do recall. I did form a committee. We
24 had, we formed different types of search committees in
25 finding new faculty which were not specifically mandated

1 in the handbook. So yes, we did form committees for
2 employment purposes.

3 Q But those committees were to bring in faculty rather
4 than terminate faculty?

5 A That's correct. Just trying to get the questions
6 right.

7 Q Okay. And this committee was appointed to help
8 adjudicate?

9 A That's correct.

10 Q And you testified that you were hoping that it would
11 help show Dr. Crenshaw he had done some things wrong, is
12 that correct?

13 A No, that's not quite, that's not quite correct.

14 Q Okay. Well, enlighten me, what's wrong about it?

15 A I had hoped that adjudication would be provided here
16 so that if Professor Crenshaw should have handled these
17 things differently, then they would be, he would be
18 instructed by the committee.

19 Q And so you're testifying you didn't have any
20 preconceived notion that he'd done anything wrong?

21 A I tried to keep any preconceived notions as far from
22 the process as I possibly could. I was clear about that
23 in the letter.

24 Q Did you succeed in not having any preconceived
25 notions?

1 A I'm not entirely sure, but I did everything I could,
2 I don't know, that was five years ago. It is hard to
3 remember exactly. And I am under oath.

4 Q And you didn't appear at the special committee's
5 meeting?

6 A No, I did not. Just in case I had any pre, but I
7 don't remember having any preconceived. I don't remember
8 exactly.

9 Q At that point rather than have the committee hear the
10 original grievances, you created your own questions that
11 we've been over ad nauseam.

12 A The matter had escalated by that point and that's
13 correct.

14 Q Okay. And this committee didn't have any procedures
15 in place?

16 A No, they did not. Actually, in the formation of the
17 committee, I gave them the authority to establish their
18 own procedures.

19 Q Okay. So to make up procedures on the fly?

20 A My hope was that they would think about it.

21 Q Is that a yes or a no?

22 A I resist the characterization, on the fly. I'm not a
23 lawyer but that language is offensive to me.

24 Q Okay. It's not a legal term. And the special
25 grievance committee returned the matter to you as well?

1 A That's correct.

2 Q They didn't make a finding against Dr. Crenshaw?

3 A They did make the finding that they did not believe
4 that faculty governance would be successful.

5 Q But they didn't say because of Dr. Crenshaw, correct?

6 A They were to look into Dr. Crenshaw's behavior to
7 bring faculty governance to bear on Dr. Crenshaw and yet
8 they said that that would not be possible in this
9 instance.

10 Q But to answer my question, they did not say because
11 of Dr. Crenshaw?

12 A They didn't specifically say that he had, that his
13 behavior had, you know, was a terminable offense. But it
14 did say that it referred it back to me for further action
15 which is a pretty clear, to me that's a very clear
16 implication.

17 Q So they did have the authority to push this up to
18 termination, is that what you're testifying to now?

19 A To request further action.

20 Q They don't specify, they do mention further action,
21 but they don't specify what further action, do they?

22 A If my memory serves. You've got it in front of you
23 there.

24 Q I mean, I'll hand it to you.

25 A Okay.

1 Q Defendant's 37.

2 A It is our opinion that faculty governance will not be
3 successful in this case. Therefore, we are turning this
4 matter back over to the President's office for further
5 action.

6 Q So you imply, you took that to imply a finding
7 against Dr. Crenshaw when it wasn't explicitly laid out?

8 A That's correct.

9 Q The word, threat, never appears in that letter
10 anywhere?

11 A You can read, I don't know if that specific word was
12 used.

13 Q The word, bully, is never used in there.

14 A It was clear to me that they were threatened and that
15 they were bullied.

16 Q But let's think about answering my questions. The
17 word, threat, is not in here?

18 A That would be correct.

19 Q Okay. All right. And you agree that Dr. Crenshaw is
20 a tenured Professor?

21 A Yes, I would.

22 Q And you would agree that that gives him certain
23 protections as laid out in the handbook?

24 A That is correct.

25 Q Okay.

1 A Procedural rights.

2 Q Okay. All right. So you get this letter, was it
3 January 4th of 2011?

4 A That's correct. It was dated January 4th, 2011.

5 Q Okay. And you sit on it for seven months, is that
6 correct?

7 A I'm assuming you mean that metaphorically?

8 Q Yes. I don't believe you sat on the letter.

9 A Okay. Thank you. It's also not as if I did nothing
10 for seven months. But the next documented activity is not
11 for approximately seven months.

12 Q And you had no contact regarding this matter with Dr.
13 Crenshaw for seven months?

14 A That is likely the case.

15 Q And you don't have any recollection of any?

16 A I don't have any current recollection of any.

17 Q Okay. And would you agree with me that generally
18 personnel moves are made at the end of a semester?

19 A You know, that's changing. In general, yet you don't
20 start a new job in the middle of a semester, if that's
21 what you're asking. It used to be that there was a
22 specific time of year that you pretty much go on the
23 market. That in itself is changing somewhat.

24 Q Okay. Nothing prevented you from having a meeting
25 with Dr. Crenshaw about this matter at some time at the

1 end of the semester?

2 A Two things I can say to, oh, I'm sorry. Can you ask
3 the question again?

4 Q Nothing prevented you from having a meeting with Dr.
5 Crenshaw about this matter at the end of the semester in
6 May or June, whenever the semester ends at Erskine?

7 A That's not true.

8 Q Not true?

9 A Yeah. I'm not sure linguistically exactly how to
10 answer your question. But there were things that
11 prevented me from having this meeting earlier.

12 Q Anything Dr. Crenshaw did?

13 A No. Well, technically yeah, technically no.

14 Q Technically what?

15 A Technically no, sorry.

16 Q And would you agree that losing a Professor at the
17 beginning of the semester, let me back up, when are course
18 schedules set up for a college?

19 A I don't recall.

20 Q I mean, is it something that takes a couple of months
21 to schedule everything at the college?

22 A It does. They can be altered and in this case, it
23 was altered, you know, a couple of weeks, maybe three
24 weeks before school started.

25 Q Okay.

1 A But the idea is you set a draft of that much earlier.

2 Q Okay. And you agree that losing a Professor, teacher
3 at the beginning of a semester causes scrambling for the
4 college?

5 A The college, the inconvenience to the college was the
6 least of my worries. I was much more concerned that
7 Professor Crenshaw's rights were upheld and that he was
8 given every opportunity to save his job.

9 Q Understood, but my characterization is accurate,
10 correct?

11 A It caused some difficulty.

12 Q Okay. And Dr. Crenshaw taught at least one course at
13 the school that nobody else taught or was qualified to
14 teach, correct?

15 A That may be the case. I couldn't say that that is
16 true.

17 Q All right. And then y'all go to the meeting on
18 August 6th and you require three apologizes from Dr.
19 Crenshaw, correct?

20 A This meeting was an informal meeting in which we were
21 supposed to propose things that we could do to resolve the
22 questions about his fitness for his job and one of my
23 suggestions was that he could apologize.

24 Q Okay. Three apologies to keep his job?

25 A I suggested that, yeah, that his apologies could come

1 in three distinct categories.

2 Q And this is despite no committee making any explicit
3 finding against him?

4 A That's correct.

5 Q And as far as the faculty required apology, you were
6 requiring two-thirds acceptance for it to be considered
7 complete?

8 A That seemed reasonable to me. I think that the
9 bigger point is that he needed to learn to show a little
10 bit of humility and willingness to participate with his
11 peers. I mean, if he had said, well, you know, there's so
12 many people that'll never forgive me no matter what. Then
13 I would have said, okay, well we can exclude those. And
14 if we need to talk about it being a, you know, instead of
15 a two-thirds vote, it needs to be some other kind of vote.
16 It seem reasonable to me not to require unanimity although
17 I would have hoped he would have gotten a unanimous..

18 Q Okay. Well, okay. Two-thirds, not just a simple
19 majority?

20 A That's correct.

21 Q And so you terminated him, because in requiring these
22 apologies because he lacks humility?

23 A I terminated him for personal conduct which
24 substantially inhibited his ability to fulfill his
25 institutional responsibilities.

1 Q I mean, you required the apology, because you wanted
2 him to learn some humility is what you just testified to,
3 correct?

4 A That's it. Putting it in your words, that's your
5 summary of it.

6 Q But you used the term, lack of humility?

7 A He expressed a significant lack of humility which is
8 one of the factors. One of the ways of describing
9 personal behavior.

10 Q And there was never any determination that these
11 original complaints were true?

12 A No, I determined they were, the original complaints.
13 By that do you mean the grievances?

14 Q I mean, the two grievances filed by Peeler, Weyer and
15 Austin?

16 A There is a lot of complexity, because whenever you're
17 talking about grievances, there are multiple things
18 included in those grievances. But I think the grounds for
19 my termination were laid out as clearly as I could in
20 writing in the document you've seen.

21 Q Okay. But and still to this day there's never been a
22 determination that the original complaints were true?

23 A I did make some pretty clear determinations outlined
24 in that letter which you're welcome to review.

25 Q But let me ask you a third time. Nobody ever made a

1 finding that the original grievances were true?

2 A I don't know how to answer that question.

3 Q It's a yes or no question.

4 A Yes and no. There were parts of the original
5 grievance which I found to be true.

6 Q Which you found. Okay. Without ever talking to the
7 original grievance?

8 A It was not the original grievance that caused him to
9 lose his job.

10 Q Well, that's what I'm questioning you about.

11 A Those original grievances went into a process which
12 included a lot more behavior on behalf of Professor
13 Crenshaw. I mean, I hear what you're trying to do but
14 unfortunate--

15 Q I just want, I just want an answer to my question.

16 A I know and, unfortunately, the situation is more
17 complex than your question would--

18 MR. JAMISON TINSLEY: Judge, I'll ask him to answer
19 my question.

20 THE COURT: Ask the question one more time.

21 Q There was never a finding that the original
22 grievances were true?

23 A I believe the answer is, I believe that that
24 statement is false.

25 Q Well, who made that determination?

1 A I did.

2 Q Okay. And, once again, without talking to the
3 original grievance?

4 A I believe that's correct.

5 Q Okay. All right. Now, we'll move along. When you
6 suspended Dr. Crenshaw in August, it was harm to the
7 college?

8 A To be a harm to himself. I was just worried about
9 the harm that he would do to himself as I was the college.

10 Q Okay. What kind of harm to himself were you worried
11 about?

12 A Continuing to demonstrate behavior which
13 substantially inhibited his ability to fulfill his
14 institutional responsibilities.

15 Q Okay. But for seven months he wasn't such a harm to
16 himself or the college to be suspended?

17 A Entering into stage one of the termination process, I
18 believe would escalate his bad behavior as, in fact, it
19 did. In other words, he never called me names or anything
20 like that during those seven months.

21 Q So his behavior got worse after you suspended him?

22 A After we entered stage one of the proceedings, his
23 behavior did get worse and I wanted to protect him and the
24 rest of the school from that behavior.

25 Q So over seven months he didn't harm himself or the

1 college?

2 A Not to my knowledge or not to my, I don't have any
3 documentation to that effect.

4 Q All right. And you testified about an offer that was
5 put on the table at that meeting on August 6th.

6 A He offered to retire early at that meeting.

7 Q And then you subsequently offered him specific,
8 specific terms and gave him 21 days to decide whether that
9 was the--

10 A I did all that I could to take his proposal seriously
11 and to try to accept it.

12 Q But the offer was open for 21 days?

13 A That's correct.

14 Q Okay. But you are still in stage one with an offer
15 on the table, but you move in with a stage two actual
16 termination proceeding?

17 A He said that he would finalize it by Monday at 5:00
18 o'clock. He didn't. I extended that deadline. I
19 extended that deadline. He gave me no indication that he
20 would accept the offer that he himself proposed. And so
21 yes, I had no other option.

22 Q But you agree that in, agree in that email exchange
23 we looked at yesterday that he had 21 days?

24 A Absolutely. Anytime, even if we were in stage three
25 before the hearing, if he had requested a hearing and we

1 were in the middle of a hearing and he said, you know
2 what, actually let me go back. Let's go back to that
3 stage one offer you made. I certainly would have held to
4 that. We would not have spent that money on all these
5 legal fees. I would much rather spent that money to try
6 to contribute to the kind of future that Ms. Crenshaw had
7 envisioned for them rather than the future that Dr.
8 Crenshaw wanted for them which is spending all that on
9 legal fees.

10 Q You don't know what future he wanted, correct?

11 A To me it's very clear.

12 Q Okay. And he was suspended during all of this out of
13 a classroom, correct?

14 A As soon as we entered into the stage one proceedings;
15 yes, he was suspended from his classes.

16 Q And that was to prevent harm to himself and the
17 college?

18 A That's correct.

19 Q Okay. So there's no reason to protect anybody to
20 rush the process at that point?

21 A I'm not sure that I understand your question.

22 Q There's no reason to rush the process at that point?

23 A No, he was still being paid. He just wasn't asked to
24 do any work. He was still paid his full salary. I tried
25 to protect him both financially and otherwise to, you

1 know, sort of take some time off at our expense to do
2 everything we could to save his career.

3 Q Okay. So there's no reason to notify him of stage
4 two on Friday and then tell him he has to respond if he
5 wants a hearing by Monday at 9:00 a.m.?

6 A I see what you're getting at now. Why did I want us
7 to go through with the process if--

8 Q I just said there's no reason to do that.

9 A -- before school started. And the reason is because
10 I did want to go ahead and get this behind us before
11 school started. I didn't want our Professors being
12 distracted by this while they're having to serve on the
13 committee and on the hearing committee and go through that
14 while they were teaching their classes if I could possibly
15 avoid it. Although, if he had requested that we move, I'd
16 made that clear in the letter. If he'd requested that we
17 move the date back for the hearing, I was perfectly
18 willing to consider that.

19 Q To consider that?

20 A I believe it would be hear, or what was it that y'all
21 called me for yesterday, hearsay or?

22 Q No, you can testify to what you said.

23 A I told him in the letter that the date would be moved
24 upon reasonable request.

25 Q But you did set a specific time, August 29th, 9:00

1 a.m. for the hearing?

2 A That is correct.

3 Q Okay. And you never heard, yay, I want the hearing;
4 no, I don't want the hearing?

5 A Just crickets.

6 Q Did you appoint, and you never appointed a hearing
7 committee?

8 A I did not.

9 Q And you said you went and sat there that day. Were
10 you all alone?

11 A I was.

12 Q And there's a lot of testimony yesterday about a blog
13 post, and you got that blog post from Chuck Wilson,
14 correct?

15 A I got it from multiple sources, I believe, it's on
16 Facebook. I know at one point I was a part of that group,
17 that Alumni for Erskine group.

18 Q But the printout that you was presented to the Court
19 came from Chuck Wilson.

20 A I saw a print out which came from, yeah, of an email
21 forwarded from Chuck Wilson.

22 Q Would it be fair to say Chuck Wilson was one of these
23 synod people who targeted Professor Crenshaw?

24 A They loved to fight each other.

25 Q So that's a yes?

1 A Yes.

2 Q All right. And you would agree the faculty doesn't
3 owe a particular administration duty not to criticize?

4 A That's correct.

5 Q And Dr. Crenshaw served Erskine for more than 30
6 years?

7 A That's correct.

8 Q Donated money to Erskine?

9 A If you say so.

10 Q He didn't inform you of the, in that meeting of the
11 \$3,000.00 dollar donation he had made by not seeking the
12 reimbursement?

13 A I never saw any documentation for that but if he said
14 so, I have no reason to doubt him.

15 Q Okay. And after the termination, people wore
16 t-shirts on campus supporting Dr. Crenshaw?

17 A I do believe that he started a movement in which he
18 was a, Free Bill Crenshaw. He tried to turn this into a
19 fight between me and him. I can also say at that event
20 whenever he used the Facebook group to try to get all of
21 the alumni to show up with alumni or Free Bill Crenshaw
22 t-shirts, there was one person who wore one. And I just
23 sat and had lunch with them. We never talked about
24 Crenshaw. We never talked about anything and he came back
25 to me later and said that he apologized. He shouldn't

1 have worn it. He changed his shirt, and then came back
2 and said he shouldn't have worn that.

3 Q Remember when you, we took your deposition and you
4 testified there that there were people who wanted to make
5 t-shirts with Crenshaw's name on it?

6 A That's on that alumni for Erskine site. Yes, that's
7 correct.

8 Q And during this suspension, he was banned from
9 campus?

10 A I believe that's the case. I don't believe the exact
11 language in the handbook, I don't recall if it
12 specifically says you're not allowed to come on campus at
13 all. But he's certainly suspended from any of his duties.

14 Q Okay. And his house is, how would you describe its
15 proximity to Erskine's campus in Due West?

16 A I believe it's bordered on two sides by Erskine's
17 campus. That's one of his houses at least.

18 Q Okay. And you have no personal knowledge of any of
19 the events that led up to termination until the meeting on
20 August 6th. You didn't witness any of it, correct?

21 A I received thorough reports including tape
22 recordings. But the first of the events, well, I guess, I
23 did have firsthand account of his blogging. I mean, it's
24 hard for me to understand if that's a firsthand account.

25 Q Okay. Well, we won't even talk about that. The

1 September 24th incident, you have no personal knowledge of
2 that, what went on?

3 A I was off campus on September 24th.

4 Q All right. And the grievance committee found that
5 you had acted inappropriate, inappropriately in a tenured
6 case in 2011, they made that finding?

7 A The grievance committee believed that I had, yes, I
8 believe that's the case.

9 Q And that was, they mention outside influence in that
10 letter, correct? I'll let you review it if you need to.

11 A I may need to review that. I'm sorry.

12 Q I hand you Plaintiff's Exhibit 4, next to last page
13 at the bottom paragraph.

14 A On the basis of the above actions of the President,
15 the grievance committee supports Dr. Hering's contention
16 that actions outside the tenured process have undermined
17 his application.

18 Q And there were, there was outside pressure put on you
19 to terminate Dr. Crenshaw as well?

20 A I believe you're implying a connection that doesn't
21 exist.

22 Q No, no, no, I'm not saying it's the same outside
23 pressure.

24 A No. When this says, actions outside the tenured
25 process. That includes like some procedural, we had

1 difficulty with our procedures for tenure in the seminary
2 because of the death of a key employee. There was no key
3 employee that died causing Professor, that affected
4 Professor Crenshaw's case in any way.

5 Q Okay. But, I mean, you said there was outside
6 pressure put on you. And I think at your deposition you
7 denied, its effective, that you admitted it was there to
8 terminate Dr. Crenshaw?

9 A The use of the term, outside pressure, in this Hering
10 case and in his case would be terribly misleading because
11 of the same words. But they are very, very different.

12 Q Okay. But I'm just asking about your deposition now,
13 what you testified to. There was outside pressure put on
14 you?

15 A Maybe I, and maybe I need to review my deposition.
16 It's been a while ago.

17 Q Well, I'm just asking a question. Did people try to
18 put outside pressure on you to terminate Dr. Crenshaw?

19 A My memory of it is somewhat foggy, but it was
20 probably clearer at the time I deposed. So I'll defer to
21 what I said there.

22 Q And Dr. Crenshaw was on the grievance committee at
23 the time of that report in 2011?

24 A That's correct.

25 Q And that was May of 2011, correct?

1 A Yeah, so the report you're pointing towards is the--

2 Q Well, yeah, Plaintiff's Exhibit 4, the Dr. Hering?

3 A Dr. Hering's case. I do believe that Professor
4 Crenshaw was a member of the committee when they heard the
5 Hering case.

6 Q If you'll flip to the last page. And that would have
7 been around the end of the semester. Is that fair to say?

8 A It's dated May 12th so yeah, the end of the semester
9 is the end of May.

10 Q Yeah. And that would be the Summer before the
11 semester when you terminated Dr. Crenshaw?

12 A That's correct.

13 Q And you are no longer at Erskine?

14 A That's correct.

15 Q How long have you been gone?

16 A I believe it was May of 2013.

17 Q All right.

18 A I was there for three years.

19 Q You were there for three school years, so just under
20 three calendar years?

21 A That's correct. Well, I guess it was three exact
22 years in the sense that it was from June, from July 1st of
23 2010 to June 30th of 2013. I think that's right. I'm
24 sorry, I'm a philosophy guy.

25 Q All right. And when you left the college, you wrote

1 a letter and said that you'd strained or broken
2 relationships in the Erskine community?

3 A That's correct.

4 Q And Dr. Crenshaw would fall under that category?

5 A I deeply regret that I was not able to save Dr.
6 Crenshaw's career.

7 Q But he would fall under that category?

8 A He did, he did.

9 Q Okay. And those broken and strained relationships,
10 did that have any part to do with your resignation?

11 A They did.

12 Q Okay.

13 A I think at 34 I thought I could bring peace, and I
14 just couldn't.

15 MR. TINSLEY: No further questions.

16 THE COURT: You got much redirect?

17 MR. CLOSE: Very little, Your Honor.

18 THE COURT: Okay. Well, let's get it done, and then
19 we'll take a break.

20 MR. CLOSE: Okay.

21 THE COURT: That'll be a good time.

22 REDIRECT EXAMINATION

23 BY MR. CLOSE:

24 Q Dr. Norman, did you feel qualified to be the
25 President of Erskine College when you took the job?

1 A Somewhat. Yeah, a feel, I knew I was. Mentally, I
2 knew I was but emotionally, there were times when I was
3 humbled.

4 Q You didn't have any hesitation of your ability or
5 about your abilities, did you?

6 A Not at all.

7 Q When you arrived on campus or at any time, was Dr.
8 Crenshaw a target of yours?

9 A Not at all.

10 Q In the August 6th meeting when you suspended Dr.
11 Crenshaw, was that with pay?

12 A That's correct, it was with pay.

13 Q Opposing counsel had brought up someone named Chuck
14 Wilson. Did Mr. Wilson have any influence on your
15 decision in the matter of Dr. Crenshaw's employment?

16 A No, he did not.

17 Q We just discussed a finding of the grievance
18 committee against you, is that right?

19 A I don't know if I would characterize that as against
20 me as much as saying that it wasn't Professor Hering's
21 fault.

22 Q And when they were dealing with that case, did you
23 participate in their proceedings willingly?

24 A Absolutely.

25 Q Did anyone influence you in your decision to initiate

1 termination proceedings of Dr. Crenshaw?

2 A Nobody that was not supposed to influence me. I did
3 consult with the Dean, for example.

4 Q And consulting with the Dean, is that required by the
5 policy?

6 A It is.

7 Q Did you resign from your employment with Erskine
8 College?

9 A I did.

10 MR. CLOSE: Nothing further, Your Honor.

11 THE COURT: Okay. Now, you can step down. All
12 right. Let's take a short break. I started at 9:15 like
13 I told you when y'all came in, so I'm ready for one. But
14 y'all haven't been going as long as I have and these
15 lawyers weren't involved in my first thing but Joy was and
16 she and I need a break. So take a few minutes and have
17 y'all back out here in just a little bit. If you'd like
18 to step outside, you may.

19 (Whereupon, the jury was excused from open court for
20 a break.)

21 (Whereupon, a break was taken.)

22 THE COURT: Bring the jury in, please.

23 (Whereupon, the jury came into open court at
24 approximately 10:34 a.m.)

25 THE COURT: Call your next witness.

1 MR. CLOSE: Your Honor, we call Ms. Cynthia Grimley.

2 CYNTHIA GRIMLEY, being

3 first duly sworn, testified as follows:

4 DIRECT EXAMINATION

5 BY MR. CLOSE:

6 Q Good morning, Ms. Grimley.

7 A Good morning.

8 Q Ms. Grimley, will you tell me a little about
9 yourself, about where you live and what you do?

10 A I live in Lexington, South Carolina and I am a
11 Vocational Rehabilitation Counselor and I provide expert
12 testimony for forensic cases. And any time there is a
13 question about someone's employability I could be called
14 in to evaluate an individual. And a lot of my practice
15 involves testifying in court but I also do provide job
16 placement assistance for clients and I also do medical
17 case management for worker's comp cases. So, I have a
18 series of three different areas that I currently practice
19 in.

20 Q Tell me about your educational background.

21 A I have a Master's Degree in special education. So,
22 if I am advertently called Doctor, since that is what
23 everybody here has been, that would be an error because I
24 have a Master's Degree. My field is very specialized and
25 people have to have Master's Degree or higher education in

1 order to qualify for some of the certifications that I
2 hold. So, the first certification is a certified
3 rehabilitation counselor. The State of South Carolina
4 does not license vocational rehabilitation counselors. It
5 is a very limited field, there is probably only about 450
6 of us in the nation that are actually certified vocational
7 experts. There are other people doing it but not
8 certified. So, as a certified rehabilitation counselor,
9 that is one of the certifications I hold. I am also a
10 certified case manager and I am also Diplomat with the
11 American Board of Vocational Experts. And also certified,
12 a certificate that is actually rather new, that is called
13 the International Psychometric Evaluators Certification.
14 And all of those certifications require you to meet
15 certain criteria with Master's Degree, a level and above,
16 certain academic requirements, submission of a work
17 product which is peer reviewed. And then we can continue
18 to have to keep credentials current, we have to have
19 continuing education units just like teachers would or
20 anybody else that holds state licensure. But there are
21 like National certifications. So, I attend a lot of
22 conferences and the certification process is, you know,
23 depending on each certificate. Every three years it is
24 renewed or every five years. And there is certain
25 criteria as well as ethics and different things that you

1 have to maintain.

2 Q Ms. Grimley, are you certified as a rehabilitation
3 provider or counselor in specific states?

4 A Yes, for example, in North Carolina, in order to be
5 able to do work under their, in their industrial
6 commission system which is workers comp you have to be
7 registered with them and you have to meet certain
8 criteria, such as the CRC, certificate for the CCM
9 certificate that I noted.

10 Q And is there, it is the same type of certification in
11 South Carolina than in North Carolina?

12 A South Carolina does not require that, no.

13 Q Tell me what a vocational rehabilitation field is?

14 A Well, we work with people who are displaced from
15 their jobs for various reasons, with people who are
16 seeking employment. I sometimes even get referrals from
17 people who just need some direction and just don't know
18 where to go. Those would be personal, personal referrals
19 that the State Department of VocRehab might not be able to
20 handle. So that would be a private referral to me where I
21 would actually work with a person to try to help them in
22 assessing their skills, sometimes I do testing with them.
23 I always evaluate their past work history, look at their
24 skill level and then help them, possibly place them into a
25 job. But as a vocational rehabilitation counseling are a

1 little bit different than what, like a guidance counselor
2 would be at a high school in regarding that we are working
3 with people who are displaced from the work place,
4 sometimes through no fault of their own. Let me just give
5 you examples of some of the areas that I would possibly
6 get retained in. Obviously, employment law cases, this is
7 one example. The other types of cases could be personal
8 injury cases. If someone is injured in an auto accident,
9 for example, and then they can't go back to returning to
10 the type of work that they have done then they might
11 retain me to access their skills and make a determination.
12 If they are able to do that type of job that they were
13 previously doing or if there is anything else in the labor
14 market. And I access their skills and then I have to
15 identify the labor market to see if there are any jobs and
16 then find the wages. And I do get referrals from both
17 Plaintiff and defense attorneys. So personal injury is
18 another example. Workers comp is another example. Also
19 even family law court. If there is a question about a
20 spouse's employability regarding child support or if
21 spousal support is an issue and there is a question about
22 whether a spouse can work or what kind of skills they
23 have, I might get those kinds of referrals. So those are
24 just some of the examples.

25 Q And, Ms. Grimley, you have mentioned many

1 certifications that you hold and qualifications that you
2 have. Do those qualifications allow you to perform
3 vocational evaluations and analysis of peoples earning
4 capacity?

5 A Yes sir, they do. That is, what we do, is once we
6 access their skills then we look at how those skills apply
7 to certain types of jobs and how that fits into the labor
8 market.

9 Q And that also qualifies to access peoples capacity to
10 perform work and earn income, is that right?

11 A Yes, that is correct.

12 Q Does that allow you to access the adequacy of
13 someone's job search?

14 A Yes, that is all part of it. Especially if I am
15 working with someone and actually doing job placement, I
16 am counseling them in that regard as well.

17 Q Is part of your work to access what jobs are
18 available or the opportunities for work in a job market?

19 A Yes, absolutely.

20 MR. CLOSE: Your Honor, at this time I would move to
21 qualify Ms. Grimley as an expert in these areas.

22 THE COURT: You have got to be more specific.

23 MR. CLOSE: In the area of vocational rehabilitation.

24 THE COURT: Vocational rehabilitation counselor?

25 MR. CLOSE: Yes, sir. And earning capacity analysis.

1 THE COURT: All right. Any voir dire of Ms.
2 Grimley's credentials?

3 MR. JAMISON TINSLEY: None, Your Honor.

4 THE COURT: Ask her about her past qualifications as
5 an expert for me, please.

6 MR. CLOSE: Yes, sir.

7 Q Ms. Grimley, have you been qualified to testify as an
8 expert in court before?

9 A Yes, sir. I have testified in various courts, State
10 Court, Federal Court and I also am retained on cases
11 throughout the Country. So, it is different, even
12 different Circuit Courts or actually different Federal
13 Court venues, yes sir.

14 MR. CLOSE: Any further, Your Honor?

15 THE COURT: Ladies and gentlemen of the jury, Ms.
16 Grimley has been called as a witness, she has been offered
17 to be qualified as an expert witness in the field
18 vocational rehabilitation counseling and income--

19 MR. CLOSE: Earning capacity analysis.

20 THE COURT: Earning capacity analysis. She has been
21 presented to that and the reason for an expert witness
22 offered at certain trials, is that an expert can testify
23 as to opinions, not necessarily facts of the case at hand
24 but opinions about and within the field of expertise. She
25 is being offered to that by the defense and is being so

1 qualified so by the Court. So she can offer opinions
2 within that field, not opinions about what happened in Due
3 West but opinions in her field of expertise.

4 MR. CLOSE: Thank you, Your Honor.

5 Q Ms. Grimley, how did you first become connected with
6 this case?

7 A I received a telephone call from David Tyner who is a
8 former attorney at Ford and Harrison. And he discussed my
9 qualifications and asked if this was something that I was
10 able to do. And I said, yes, and I was retained. And I
11 prepared an engagement agreement and sent it to Mr. Tyner
12 and was retained. And that was a couple of years ago
13 actually.

14 Q What was, what was Mr. Tyner's instructions to you
15 for your involvement in this case?

16 A He wanted me to access the skill levels of Dr.
17 Crenshaw and to also look at job availability from
18 September 7th of 2011 and forward. And asked to actually
19 look at the adequacy of, you know, the job search. And I
20 had asked to interview Dr. Crenshaw but that meeting never
21 happened. So my report and opinion is based upon the
22 records that I was provided which included sections of Dr.
23 Crenshaw's deposition and also the personnel file.

24 Q And, Ms. Grimley, are you familiar with the claims
25 the Plaintiff has made in this case about his inability to

1 get another job and earn income at the same level he did
2 at Erskine?

3 A Yes, that is my understanding of why I got involved.

4 Q And did you produce a written report with your
5 findings?

6 A Yes, sir.

7 Q Do you have that with you today?

8 A I do.

9 MR. CLOSE: Your Honor, I ask that Ms. Grimley just
10 to be able to refer, if necessary, to her report.

11 THE COURT: You can ask questions and she can refer
12 to it to refresh her memory.

13 Q Ms. Grimley, do you have an opinion to a reasonable
14 degree of vocational certainty in your field of expertise
15 about the occupations that Dr. Crenshaw was suited for
16 based on his education and experience?

17 A Yes. I always do what we call a transferable skills
18 analysis looking for and evaluating the skill levels. And
19 in this case I was pretty familiar with skill levels
20 required for a Professor of faculty at college and
21 university but I needed to identify certain codes. So I
22 went ahead and ran this transferable skill analysis and
23 that is part of my report. But mainly to identify codes
24 and also to look and see, and confirm that there weren't
25 jobs within Abbeville County and that the job search would

1 have to be expanded. So I only used his past work history
2 of faculty of university and college and that was his job
3 for the last 35 years.

4 Q And when you say that you used these codes, those
5 codes related to the job as a faculty member as you just
6 mentioned, is that what that is?

7 A Well, yes. All the data that my field uses comes
8 from government data. The Department of Labor, the Bureau
9 of Labor statistics provides us with volumes and volumes
10 of resources. And in 1977 they came out with a book that
11 was called a Dictionary of Occupational Titles. And we
12 shortened that for DOT. And that DOT code gives us all
13 the information we need about a particular job because
14 every job has certain skill levels that are required to,
15 for a person to do that job. So, that is part of what I
16 needed. And I also needed to look at like a specific
17 occupational code which is an SOC code. And I needed to
18 have all of that information to be able to really access
19 the availability of jobs. So, the Department of Labor
20 provides us with, just volumes and volumes of information
21 and the transferable skills analysis program that I use
22 was basically just to pull that information at an, in an
23 easier way because it is all simulated into a computer
24 program now.

25 Q So, Dr. Grimley, in your expert opinion what

1 occupations was Dr. Crenshaw suited for?

2 A Ms. Grimley.

3 Q I am sorry.

4 A That is all right. I just want to make sure the jury
5 understands since I respect, I have many colleagues that
6 have PhD levels, that are at a PhD level and I do respect
7 them being called doctor and I am not. So I just want to
8 make sure the jury understands that. I am sorry, can you
9 repeat the question.

10 Q Yes, in your expert opinion what occupations was Dr.
11 Crenshaw suited for?

12 A Well, faculty, you know, faculty at college
13 university certainly. But also English teacher,
14 journalism, professional writing. I mean, I didn't even
15 actually explore the labor market into those fields. But
16 he certainly would have been qualified to do that type of
17 work as well.

18 Q And is that based on your analysis of his skills?

19 A Yes, it is.

20 Q And I believe you said those skills came from his 35
21 years of employment as an English teacher, Professor?

22 A Yes, that is correct.

23 Q Dr. Grimley, do you have an opinion to a reasonable
24 degree of vocational certainty in your field of expertise
25 about the adequacy of Dr. Crenshaw's job search?

1 A Yes. And I reviewed the file carefully in accessing
2 his skills. And I do believe that, and I have actually
3 proven that there were jobs that were available to him
4 that he qualified for and that he did not conduct an
5 adequate job search to actually obtain any of those jobs.

6 Q What does it take to obtain a job in your expert
7 opinion?

8 A Well, looking for work is a full-time job and anyone
9 that I work with that is not working when I am doing
10 direct job placement with them, I counsel them on that and
11 explain to them that, you know, you have got to put, you
12 treat your job search as a full-time job. And the more
13 that you apply with employers the more interviews you will
14 secure and the more likelihood of being, retaining a
15 position of being employed.

16 Q Based on your review of the file did Dr. Crenshaw do
17 what is necessary to find a job?

18 A No, he did not.

19 Q Dr. Grimley, do you have an opinion to a reasonable
20 degree of vocational certainty about the job opportunities
21 that were available to Dr. Crenshaw?

22 A Yes, I did.

23 Q What is that opinion?

24 A There were 5, I think that was 84, let me get that
25 exact number. 594 jobs that were available in, with

1 specific job titles that were from September 7th of 2011
2 to April 23rd of 2015, I believe is when the date was run.

3 Q And where were those jobs, those 594 jobs available,
4 where were they located?

5 A Those were located in Georgia, South Carolina and
6 North Carolina.

7 Q Why did you use that search area to locate those
8 jobs?

9 A For two reasons. One, I confirmed that Abbeville
10 County did not have an adequate number of jobs that he
11 would be able to obtain in that area. And also, so that
12 his job search would have needed to be expanded. And then
13 Dr. Crenshaw also testified in his deposition that he
14 considered Georgia, South Carolina and North Carolina
15 reasonable because it would not require a big move for
16 him.

17 Q How did you find all of these jobs, Ms. Grimley?

18 A I went to a company which I have used in the past and
19 the name of the company, the data is called, Wanted
20 Analytics. And what they are is, Wanted Analytics is a
21 company who collects data and they have, what they use is
22 a spidering filtering system that goes out to, you know,
23 just hundreds and hundreds of job boards, employer,
24 websites and they actually pull these jobs in to their
25 data base and they store them into a computer system.

1 This is becoming a real big thing with the computer
2 technology. It is called big data. And they actually
3 pull all of these jobs into their system and when they do
4 that then I am able to give them that specific
5 occupational code and tell him the DOT code and that SOC
6 code and then they are able to run the data from the dates
7 that I give to them. And in this case I also did give
8 them specific job titles that I wanted them to search for.
9 And that was how I obtained the data. And I would like to
10 add too, that Wanted Analytics, they have been collecting
11 this data since 2005. And their data is, they are the
12 primary source for the Conference Board. And the
13 Conference Board is, collects data and they publish, I
14 think, it is quarterly newsletters to employers, human
15 resource personnel. And what they do is they evaluate the
16 hiring trend of jobs in the labor market, wages, so that a
17 lot of times employers rely on this data so that they know
18 how to be competitive with salaries and the availability of
19 jobs as well.

20 Q Of those 594 positions, Ms. Grimley, what positions
21 do they consist of?

22 A They consisted of, are you asking about the job
23 types, all of them?

24 Q Yes, that is right.

25 A Well, we found Adjunct Assistant Associate Professor,

1 Assistant Professor. I mean there were several different
2 ones that, it is hard to control exactly what the, how the
3 employer is going to list that. So, I asked for the
4 company to use these key words in the search. And it was
5 Professor, Assistant Professor, Adjunct, even lecturer,
6 instructor, I think instructor was one, yes it was;
7 faculty, Department Head Chair, visiting Assistant
8 Professor. So those were some of the job titles that came
9 up in the job search.

10 Q And is it your opinion to a reasonable degree of
11 vocational certainty that Dr. Crenshaw qualified for all
12 of those jobs in that list?

13 A Yes, he did. When I got the data, it is not just a
14 job listing, it is not just the date, the job title and
15 the job listing. I am actually provided with the details
16 of what that URL, that would have been the computer code,
17 if you clicked onto that weblink, that URL would have
18 given the exact specifics of the job. And it was 335
19 pages that I was provided with and I have reviewed those.
20 And there were, Dr. Crenshaw had the skills to qualify for
21 those jobs and they were all at different levels. And
22 there were even some jobs that I found that were very
23 specific to what his major was in college and where his
24 passion seemed to lie which was the 1660, the pre 1660
25 literature and also, that was his major and then his minor

1 was post-1660 literature. And I actually found three
2 universities that come to mind were Emory University,
3 Mercer University and the University of South Carolina
4 that actually specifically talk about those jobs in their
5 job description. And they are classifying that as
6 Renaissance or sometimes by century when they are asking
7 for specifically by that. And that was his speciality and
8 what he had studied.

9 Q Ms. Grimley, are you aware that Dr. Crenshaw was a
10 full tenured Professor at Erskine College?

11 A Yes, I was.

12 Q Why did you not limit your search to full tenured
13 Professors?

14 A Because he would have qualified for a lot of other
15 jobs. I mean he had the skills that he could have done
16 other jobs and not just a full Professor.

17 Q Did you find jobs that were hiring in the Fall of the
18 year?

19 A Yes.

20 Q So, based on your search would it be possible to get
21 a Professor position in the Fall?

22 A Yes, but the jobs, they weren't limited to Fall. In
23 fact, I should clarify also that before I actually had
24 this data run and requested this data I had done some
25 preliminary labor market research myself from March to May

1 of 2013, I think it was 2013, I would have to go back and
2 look exactly. It is stated in my report. But the point
3 is, I had just gone on to even like local websites and
4 just looked at Indeed.com and some of the very common ones
5 that we all have access to. And I was finding jobs. So
6 when I saw that I knew that Wanted Analytic would have the
7 ability to really go back because they have a bigger data
8 base, that they would be able to go back and pull those
9 jobs. So I, did I answer the question?

10 Q You did. Ms. Grimley, do you have an opinion to a
11 reasonable degree of vocational certainty that, about what
12 Dr. Crenshaw's earnings capacity would be if he had done
13 these job searches?

14 A Well, the jobs, the Bureau of Labor Statistics, most
15 of these ads I have to add, or clarify, is that Wanted
16 Analytics didn't provide me with the wages because they
17 were going to be able to provide me with the data from the
18 Bureau of Labor Statistics. And, Your Honor, I am going
19 to refer to these numbers, if I may.

20 THE COURT: Sure.

21 A So, I told them not to bother because I was able to
22 obtain that information. That information is public and
23 it is there for all of us. What I would expect is that,
24 given his experience, Dr. Crenshaw's earnings would range
25 between the 75th percentile and the 90th percentile. And

1 what I provided to the Court was a chart in my report, on
2 page 11, that actually talks about the wages for Georgia,
3 North Carolina and South Carolina. And this is by state,
4 this is not broken up by County. And for example, the
5 annual 75th percentile wage for Georgia was \$77,790.00
6 dollars. North Carolina was \$68,720.00 dollars. And
7 South Carolina was \$72,010.00 dollars.

8 Q Let me stop you one minute and ask, are those numbers
9 you listed, are those for a specific field or job.

10 A This is English language and literature teachers post
11 secondary and that was the SOC code that I used that
12 corresponded with the data that I wanted Analytic to
13 provide.

14 Q So that is the same job that you got the 594 jobs
15 with, is that right?

16 A That's correct.

17 Q I have nothing further at this time. If you will
18 answer any questions that Mr. Tinsley may have for you.

19 CROSS-EXAMINATION

20 BY MR. ROBERT TINSLEY:

21 Q You were retained by the defense as an expert to
22 testify here today, is that correct?

23 A That's correct.

24 Q And what are your fees?

25 A My fees are \$195.00 dollars an hour.

1 Q Does your job search consider that the applicant had
2 been fired from his prior job, wouldn't that make it more
3 difficult to get an equivalent type job?

4 A No, sir. I don't take, in all of the evaluations
5 that I do for all of the courts I don't take into
6 consideration and evaluate any of the liability issues. I
7 mean, I don't even know all the details of the liability
8 issues other than that he was claiming a loss of earning
9 capacity as a result of that action. In fact, even in my
10 report I never used the word, termination. I used the
11 word, separation. It is not my job to make that
12 determination. So, I don't look at, I am looking at the
13 job availability and whether or not he had the skills and
14 whether the jobs were available out there.

15 Q So you are looking at a vacuum, so to speak, at the
16 job market, correct?

17 A Well, in correspondence with the person's skill
18 levels and abilities, yes.

19 Q Did you factor in the age of 63 for the applicant?

20 A No. And the job ads do not specify any certain age.
21 That would be discriminatory. But I have to note that
22 there were some jobs that specifically did state in the
23 details of the jobs that I was finding that they wanted a
24 tenured Professor with experience. And they listed a
25 whole bunch of things. A lot of the ads just vary, I mean

1 there were things that ranged from curriculum development
2 and there were many, many, many different things that were
3 added in the details with the jobs that Dr. Crenshaw had
4 the skills for.

5 Q How long does an application like this on one of
6 these jobs typically take?

7 A I am not sure I understand.

8 Q The process, how long would it take, if you were
9 fired at the beginning of say a semester. Would you be
10 able to start that semester or would it be the next?

11 A Well, it just depends on the adequacy of the job
12 search. As I stated earlier that the more involved a
13 person is in seeking out actual openings and applying for
14 them the more likely and the quicker they are going to
15 find a job. And there is research in my field that
16 actually support and state that.

17 Q Wouldn't the psychological affect also be a
18 consideration of the applicant of having been fired from
19 an institution where he had been a tenured Professor for
20 many, many years and 35 years as a Professor?

21 A Well, I do look at psychological and physical factors
22 when I evaluate people. That is a big component, that is
23 the rehabilitation part of my job, the vocational, that is
24 what makes me different than a vocational counselor. So,
25 yes, I do look at that. I am not qualified to make an

1 opinion about the psychological factors because I am not a
2 medical doctor. But I saw no work restrictions in the
3 file that would prohibit him physically or psychologically
4 or mentally that would have prohibited him from looking
5 for work.

6 Q Did you hear his testimony the other day?

7 A No sir, I was not here.

8 Q Okay. Thank you.

9 THE COURT: Any redirect?

10 MR. CLOSE: Nothing further from Ms. Grimley, Your
11 Honor.

12 THE COURT: You may step down.

13 MR. KEIM: Your Honor, we would call Dr. James
14 Ballenger.

15 JAMES BALLENGER, being
16 first duly sworn, testified as follows:

17 DIRECT EXAMINATION

18 BY MR. KEIM:

19 Q All right. And, Dr. Ballenger, would you introduce
20 yourself to the Court, please, sir, the Judge and the jury
21 and everyone else that's here?

22 A I'm Dr. Jim Ballenger. I'm from Charleston. Was at
23 the Medical University for about 20 years until I retired.

24 Q All right. And give us a overview of your
25 educational background, please?

1 A I grew up in North Carolina and went to the
2 University of North Carolina in Chapel Hill for my
3 undergraduate degree in psychology. Then I was a turncoat
4 and went to Duke to medical school and was also a medical
5 intern there before I went to Boston to do my psychiatry
6 training at Harvard. After that I was at the National
7 Institute of Mental Health at University of Virginia
8 before coming to MUSC in 1983 as the new Chair of
9 Psychiatry.

10 Q So it was as the Chair for the Psychiatry at the
11 Medical University?

12 A Yes.

13 Q Give me an overview of your, as to your practice in
14 the field of psychiatry?

15 A From beginning till now, briefly?

16 Q Well, briefly, yes.

17 A Okay. I have several areas of research, clinical
18 expertise in anxiety disorders, depression, bipolar
19 disorder. I have seen patients every week, if not every
20 day since I became a psychiatrist in '71. As I said, I
21 was at Virginia for four years as Professor of psychiatry
22 and ran the in-patient service. I was Director of
23 Research there as well and was at the, and prior to that
24 was at the National Institute of Mental Health in
25 Bethesda, Maryland where I ran the, one of the research

1 units and was a clinician there. Then four years, I was
2 there five, and then four years at Virginia. And then I
3 was in Charleston, and I've had the opportunity to build
4 the Institute of Psychiatry there and run it for about, I
5 was there for 20 years. I ran the institute but since it
6 opened in '82 to 2000 and, therefore, ran a large
7 outpatient and inpatient unit. After I retired from
8 full-time academics, I have a practice of adult
9 psychiatry, although I see adolescents as well. That
10 occupies about two-thirds of my time and one-third of the
11 time since I retired from full-time academics, I do this
12 kind of work.

13 Q During your career have you published any
14 publications; have you been published?

15 A Yes. I have somewhere between 350 and 400 articles
16 in scientific journals. I also have 16 books and probably
17 given about a thousand lectures, public medical
18 professional lectures.

19 Q All right. You mentioned the few areas of your
20 expertise and if you would just briefly tell us what your
21 qualifications are in the particular fields that I'll call
22 out. First is anxiety disorder?

23 A I have worked in that area and about half of my
24 publications are in that area. I was recognized as one of
25 the two psychiatrists internationally that had the

1 greatest influence on the field of anxiety. And so have
2 done a lot of research, seen a lot of patients, treated a
3 lot of people with the anxiety disorders, panic disorders,
4 social anxiety disorder, OCD, PTSD and the like.

5 Q So and, I guess, more general broader category,
6 personality disorders. Would that, would your expertise
7 you just described included that as well?

8 A Yeah, although professionally we sort of, they're
9 sort of different. Anxiety is one area and personality
10 disorder is another, depression and bipolar are as sort of
11 another area. But I, although I'm known as somebody who
12 knows something about how you use medicines in psychiatry
13 and have written a lot about that, I do more psychotherapy
14 than I probably do anything else and that's probably
15 primarily and with people who have personality problems.

16 Q All right. What about your qualifications to assess
17 the impact of various life events in contributing to or
18 exacerbating anxiety or panic disorders?

19 A Well, it's really in large measure what psychiatrists
20 do. You know, as I said, I've practiced psychiatry more
21 than 40 years and a lot of people come into treatment when
22 something has happened to them like the overwhelming
23 majority of people do. And they get worse, and people
24 like me help them get better. There are some specific
25 conditions like PTSD where I have some expertise in that.

1 It's specifically seemingly caused by something that
2 happens to them. And recently we've discovered that they
3 actually, most people who develop PTSD had some
4 pre-existing reason, could be characterized as personality
5 in some ways to then have PTSD when they have a trauma
6 happen to them.

7 Q All right. And would that include, your last answer
8 include whether certain life events cause mental or
9 emotional distress?

10 A Well, in all honesty, it all does. The average
11 psychiatric case person with difficulty is in my office
12 and offices of people like me really because of two
13 factors: One, the pre-existing personality issues. And
14 then something happens to them that's sort of a one/two
15 punch. Now, some people have what, are seemingly more
16 biologically caused psychiatric conditions. And so it
17 just sort of seems like their genes are playing out. You
18 would probably understand that best in schizophrenia which
19 is really seems to be primarily a genetic condition,
20 although in all fairness even that condition seems to
21 require a second punch to push people over into illness.

22 MR. KEIM: All right. Your Honor, at this time, I
23 would move to qualify Dr. Ballenger as an expert in the
24 fields of anxiety disorders, panic disorders, the ability
25 to assess the impact of various life events in

1 contributing to or exacerbating anxiety or panic
2 disorders, whether certain life events cause mental or
3 emotional distress and personality disorder.

4 THE COURT: I'm quite certain I didn't get all that.
5 Y'all I'm going to talk to the lawyers over here.

6 (Whereupon, a bench conference was held in the
7 presence of the jury but out of the hearing of the
8 jury.)

9 THE COURT: We will take a break. Y'all can't begin
10 discussing the case yet. Y'all can step in the jury room
11 or outside the courtroom.

12 (Whereupon, the jury is excused from open court for a
13 break.)

14 THE COURT: We're going to proffer some testimony.
15 All right. I want to make sure there are no jurors in
16 here. Can we close that door. We are going to proffer
17 some testimony. For the purpose of this proffer it is
18 going to be assumed that he's qualified as an expert in
19 the field of psychiatry and treatment. For the purpose of
20 the proffer, it's going to be presumed that I found Dr.--

21 MR. KEIM: Ballenger.

22 THE COURT: --Ballenger qualified in the field of
23 psychiatry and some other subparts of his specialty which
24 we can put on the record later but for the purpose of
25 proffer, just assume he'll be proffered as offered.

1 MR. KEIM: Correct.

2 THE COURT: And so let's proffer the testimony you
3 wish.

4 MR. KEIM: All right. And I will, for time's sake
5 unless the Court orders otherwise, skip what he did to
6 reach his opinion and go straight to what his opinion is.

7 THE COURT: Yes.

8 Q All right. Dr. Ballenger, did you reach any or
9 formulate any opinions based upon the work you did on this
10 case?

11 A Yes, I did.

12 Q All right. And can you tell us what those are?

13 A Well principally my opinion is that, in my opinion to
14 a reasonable degree of medical certainty, what had
15 happened with Dr. Crenshaw at Erskine and the incident on
16 the 24th, what happened afterwards and why we're here
17 today is related to the fact that he has a personality
18 disorder and mixed features from at least two specific
19 personality disorders. Given what you guys, what I
20 understand some of the issues are, this came from a full
21 examination of him, 41 years of experience, practicing and
22 teaching psychiatry for that whole time, writing about it,
23 lecturing about it.

24 Q I'm going to just briefly interrupt you, because
25 that's really not, I mean everybody in here knows that

1 we'll go into this is, actually put into evidence all the
2 work you did.

3 A Okay.

4 Q What we're trying to get on the record, I believe,
5 and what to be sure, Your Honor, is what your conclusions
6 were to a reasonable degree of medical certainty.

7 A He has a personality disorder which is an enduring
8 pattern of behavior that's outside what expectations of
9 the thing, that is we don't call it a personality disorder
10 unless it's maladaptive and it causes significant distress
11 and/or significant difficulty in the social area or
12 occupational area. The specific primary personality
13 disorder is called a narcissistic personality disorder.
14 It's not so diagnosed unless it's been there since early
15 adulthood and continuous unless there is a lot of evidence
16 and this record is full of evidence that this is an
17 enduring, inflexible maladaptive pattern of behavior.
18 That's tersely said.

19 Q All right. Did you reach any other conclusions to a
20 medical certainty?

21 A Well, that he meets all the criteria for a
22 narcissistic personality and some of the criteria for
23 histrionic personality. I had a second opinion that part
24 of his behavior seemed to me and he confirmed in his
25 discussions with me at least in part that this was, his

1 behavior involved a bit of a crusade on his part where he
2 felt he was the principal person trying to reverse a
3 rightward shift in religious activity and influence at
4 Erskine. The third opinion is that there is, was not any
5 enduring, permanent psychiatric difficulty. He had
6 difficulty at the beginning and lost weight and couldn't
7 work for a while, both of which he said have gotten better
8 and he now is ready to be able to write again. It's my
9 opinion that he did not have significant psychiatric
10 worsening even at the time and avoided a clinical
11 depression he testified, because, he thought because of
12 the medicine he was on. And he didn't seek any more
13 treatment which would be easy, because he'd been on
14 antidepressants a lot, he had sought counseling before.
15 So there was no worsening in his condition and he told his
16 doctor five months afterwards, you know, I have no
17 problems. I'm sleeping well. I'm doing well again and
18 I'm fair state mood-wise.

19 Q Thank you. Are those the conclusions?

20 A Those are the three main opinions, yes.

21 Q Okay. So a personality disorder, histrionic and
22 narcissistic?

23 A Primarily narcissistic.

24 Q And the second is this, I think you described it,
25 well, you used the word crusade?

1 A I did.

2 Q And then the third is the, your opinion about the
3 impact of the termination of employment on his psychiatric
4 health and function.

5 A Yes.

6 THE COURT: Okay.

7 MR. KEIM: That's our proffer, Your Honor.

8 THE COURT: The third impact on his functioning and
9 the determination impact on his life are clear. I'm good
10 with that. I think that helps the fact finder.

11 MR. ROBERT TINSLEY: That's where we stand, Your
12 Honor.

13 THE COURT: All right. And that is a question of
14 fact for the jury as to the second cause of action is the
15 impact as one of the factors that the jury will answer and
16 they can use that and that will assist them. Please
17 explain to me how the other two help the fact finder in
18 whether or not Erskine College followed the procedures in
19 the faculty manual or not? That's my questioning. It's
20 kind of like, explain that to me.

21 MR. KEIM: All right. Dr. Crenshaw has a medical
22 condition which greatly limits or prohibits his ability to
23 come to reasonable solutions to what are fairly minor
24 problems that he has to stand his ground and remain right
25 regardless of the situation and that this examination

1 explains why that is. That is that he has the personality
2 disorder or the two personality disorders. I think I have
3 articulated that as best and succinctly as I can.

4 THE COURT: I don't believe that would assist the
5 fact finder in their task. I don't believe also it should
6 be allowed under a 403 prejudicial probative value. I
7 don't think it assists you in that regard. There's
8 testimony after testimony about behavior, participation,
9 letters, emails, tone of the letter, tone of the voice,
10 recordings, ample stuff in there to show exactly what you
11 said without an expert saying, well, that's what it all
12 means, he's got multiple personality disorders. Why do
13 you need that? I don't see the point?

14 MR. KEIM: Well, the Plaintiff is denying that.

15 THE COURT: I mean there is the question of fact is
16 did he behave or did he misbehave? That's the question
17 for the jury, isn't it? I mean, more or less, it's to the
18 point.

19 MR. KEIM: Well, yes, Your Honor, I'd agree with that
20 but I think that this evidence is beneficial in explaining
21 that fact.

22 THE COURT: On that line, I disagree with you. So I
23 will not allow the first two prongs. Number three, yes.

24 MR. KEIM: All right. And then just note for the
25 record, obviously, that we believe we should be able to

1 get that in.

2 THE COURT: Okay. Well, I'll put on the record again
3 the qualification, expert in the field of, put that on
4 there.

5 MR. KEIM: And I'm going to shorten that, okay. And
6 I'm just, I'm going to just go with psychiatry.

7 THE COURT: Okay. And I will find him so qualified.
8 His credentials are impeccable.

9 MR. KEIM: Right. Hadn't ever seen anything like it,
10 94 pages. So I would offer or move to qualify Dr.
11 Ballenger as an expert in the field of psychiatry.

12 THE COURT: With consent and he will be found
13 qualified by the Court in that broad field based upon his
14 training, experience, treatment, all the above. Now, do
15 you need to put anything else on the record to protect
16 this issue that I'm ruling against you on?

17 MR. KEIM: No, I think I'm satisfied with that, Your
18 Honor.

19 THE COURT: Okay.

20 MR. KEIM: What I'd like to do since while we're
21 under oath and on the record is, and I believe this is
22 appropriate, is to tell Dr. Ballenger that when we
23 reconvene the jury that that's the only issue I will be
24 asking you about based on the Court's ruling.

25 DR. BALLENGER: I think I do, but could I ask a

1 question?

2 THE COURT: Sure.

3 MR. KEIM: Sure.

4 DR. BALLENGER: Your Honor, can I refer in any way to
5 the central fact of my understanding of this is that he
6 has a persistent behavioral problem that, can I refer to
7 that in any way?

8 THE COURT: I think what I'm limiting your opinion on
9 is his reaction both personal and professional to being
10 terminated. How would you characterize that as an expert
11 in the field of psychiatry? That's what I believe I've
12 ruled, correct?

13 MR. KEIM: Okay. Based on your evaluation, were you
14 able to reach a opinion, valid expert opinion, let me say
15 the wording right just so we're clear. Do you have an
16 opinion to a reasonable degree of certainty in your fields
17 of expertise of the impact on Dr. Crenshaw of his
18 termination of employment.

19 THE COURT: Yes. That question is, I believe,
20 properly characterized.

21 MR. KEIM: All right. Well, let me write this down.

22 DR. BALLENGER: And can I ask a further
23 clarification?

24 THE COURT: You may.

25 DR. BALLENGER: And that is, part of my opinion about

1 his reacting to termination is that he had a wish and a
2 role in actually having termination occur. One of the
3 things he told me is he was shocked and dismayed to be,
4 but there's a lot of evidence, a lot he told me, well, he
5 wasn't shocked at all. He expected it. He in some ways
6 wanted it and wanted his day in Court here. So part of
7 his reaction to being terminated was it gave him a day in
8 Court. Now, I can try to walk that thin line if you don't
9 want me to say any of that, I think.

10 THE COURT: I think that's part of your opinion.

11 DR. BALLENGER: Thank you. I do, too.

12 THE COURT: And I think that answers the question
13 posed by Mr. Keim.

14 DR. BALLENGER: But I, I should not refer to any
15 reasons why he did that, either personality or crusade?
16 I'm sorry to, but it's critical to what I say, what I
17 started to say.

18 THE COURT: I don't know how to tell you to answer
19 that.

20 DR. BALLENGER: Thank you.

21 THE COURT: And the way you just described the answer
22 to Mr. Keim's question I found proper. I mean, Mr. Keim,
23 if you want to ask him a couple of questions kind of as a
24 preview, I would be more than happy, then that way we can
25 make certain his responses to my restrictions.

1 MR. KEIM: All right. Thank you, Your Honor. So I
2 want to be sure I've got the first question.

3 Q All right. Dr. Ballenger, do you have an opinion to
4 a reasonable degree of certainty in your field of
5 expertise as to the psychiatric impact on Dr. Crenshaw of
6 his termination of employment?

7 A I do.

8 Q And what is that?

9 A That Dr. Crenshaw did not suffer any permanent
10 psychiatric or psychological impairment from his
11 termination, his termination at Erskine.

12 Q Were there any particular facts that led you to that
13 conclusion?

14 A Yes, a series. One in his medical examination with
15 me he stated he, that was his understanding of why we were
16 there. He said to answer that, I was shocked and
17 humiliated. But then he went on to say that, it's part of
18 my opinion that he was, in fact, not shocked. Dismayed
19 perhaps, but not shocked in that he had stated and
20 testified in his own deposition that he had, his
21 termination had been coming for years. Also in his
22 deposition he testified that he, that Erskine had followed
23 all the appropriate steps to terminate a tenured
24 Professor. And he was, he had multiple opportunities to
25 change the outcome. But his difficulties led him to two

1 impairments of doing that. But he could have cooperated
2 with the grievance committee, with the special committee.
3 He could have resolved issues with President Norman. But
4 it's clear that he could have testified differently in his
5 deposition. It's clear to me, in my opinion, that he did
6 not want to resolve these issues, both as a mixture of his
7 difficulties in resolving things and putting his ego in
8 check and simply resolving things with the grievance
9 committee with an apology. But also that he wanted to
10 proceed, if I am permitted to use the word, a crusade to
11 try to help Erskine not go to more to the right
12 religiously. And so he told the lawyer deposing him,
13 President Norman and me, that he wanted his day in court.
14 He very much wanted his day in court so that he could talk
15 about these issues. It was my opinion that he had a role
16 in his termination that was substantial and over time.

17 THE COURT: Stop there. I need to ask a question.

18 MR. ROBERT TINSLEY: I think he's getting back into
19 the other areas.

20 THE COURT: That's why I stopped him.

21 MR. ROBERT TINSLEY: If you were to look at four in
22 his opinion to the end, Roman Numeral IV, that's the last
23 two or three pages. I think that summarizes exactly what
24 you're allowing in.

25 MR. KEIM: You want to look at it?

1 THE COURT: Yeah. I don't have that in front of me.
2 I don't have that.

3 Q Can you turn to those pages, Dr. Ballenger, as well?

4 A Yes. I think it's page 40.

5 Q Page 39 and 40 and 41.

6 A And if you'll permit me. What I just said was in an
7 attempt to say A, a point under A. I was getting ready to
8 so--

9 THE COURT: I mean, is there any objection from the
10 Plaintiff's side as to basically the opinions in four? I
11 think that's what he's offered for or what I was, the
12 ruling. That is where I think we are.

13 MR. ROBERT TINSLEY: That's what we agreed upon.

14 THE COURT: Roman Numeral IV and I think you can
15 proffer testimony consistent with my ruling under Roman
16 Numeral IV of this report.

17 MR. KEIM: All right. And as an assumption to assist
18 Dr. Ballenger's testimony, I think we're in agreement that
19 based on the Judge's ruling, you can't use the word
20 crusade. Do we agree with that?

21 THE COURT: Yes.

22 MR. KEIM: That's within the ruling. Okay.

23 DR. BALLENGER: Any word like effort, participation,
24 enroll in, any of that?

25 THE COURT: It seems plausible to me.

1 MR. KEIM: Okay.

2 THE COURT: It's not a harsh word. All right. Let's
3 take a couple of minutes and get the jury back in.

4 (Whereupon, the jury came into open court at
5 approximately 11:56 a.m.)

6 THE COURT: We were just to the point of qualifying
7 Dr. Ballenger.

8 MR. KEIM: Right.

9 THE COURT: And the point of our conversation, I
10 thought that was a very long qualification and rephrase
11 your question as to his expertise.

12 MR. KEIM: All right. And I would move to qualify
13 Dr. Ballenger as an expert in the field of psychiatry.

14 THE COURT: Any voir dire?

15 MR. ROBERT TINSLEY: No voir dire, Your Honor.

16 THE COURT: And the Court finds him immanently
17 qualified in the field of psychiatry.

18 MR. KEIM: All right. Thank you, Your Honor.

19 CONTINUE DIRECT EXAMINATION

20 BY MR. KEIM:

21 Q Dr. Ballenger, how did you first become involved with
22 this case?

23 A Mr. David Tyner from your firm called me and ask if I
24 would and would I read the materials and render any
25 pertinent opinions and I agreed to do that. Well, I had

1 no conflict, so I proceeded to do that.

2 Q All right. Would you tell us what you did to learn
3 the facts about this matter?

4 A I read a great deal of materials from the complaints,
5 the Erskine documents, the minutes of the grievance
6 committee, of the special committee, the transcript of his
7 last big talk with Dr. Norman, his deposition, many emails
8 off of his blog. And then I had at least a
9 three-and-a-half hour examination with him.

10 Q You had an examination with Dr. Crenshaw?

11 A I did.

12 Q All right. And do you recall when that was?

13 A I can find it if you'll give me just a moment. It
14 was the 28th of March, '14.

15 Q 2014?

16 A Yes.

17 Q All right. Thank you. And you indicated you spent
18 in excess of three hours with Dr. Crenshaw?

19 A We did. We had a very vigorous examination which he
20 described as pleasurable and he felt respected and it was
21 a professional examination. He and his wife both thanked
22 me.

23 Q Excuse me?

24 A He and his wife both thanked me.

25 Q Oh, okay.

1 A Just very polite and nice.

2 Q All right. As a result of your examination of the
3 materials that you described and your examination and
4 meeting with Dr. Crenshaw and Ms. Crenshaw, do you have an
5 opinion to a reasonable degree of certainty in your field
6 of expertise as to the psychiatric impact on Dr. Crenshaw
7 of his termination of employment?

8 A I do.

9 Q And what is that opinion?

10 A It is my opinion that he did not suffer any permanent
11 psychiatric or psychological harm or impairment. He did
12 have some understandable transient symptoms. But those
13 had resolved and this is based on a series of evidence.
14 The first that, he reported to me in that examination that
15 he suffered humiliation and shock. But it does not appear
16 to me professionally that he was shocked. He had in his
17 own testimony and deposition that this had been coming for
18 years. Also in his deposition he confirmed that all of
19 the appropriate steps had, in his opinion had been
20 followed to lead to his termination. And in his IME with
21 me, he made it clear that he wanted very much to be able
22 to be here in Court to make his points about Erskine. And
23 in his deposition he said when he got under oath, that
24 when he got the letter saying you have to request in
25 writing a hearing or otherwise you'll be terminated that

1 he threw it in the trashcan. And on questioning he said
2 his lawyers also knew that he was doing that knowing that
3 the next step would be termination. And it is also my
4 opinion that he had multiple opportunities to change the
5 outcome to a different outcome from the first, from the
6 grievance committee where simple apologies would have
7 probably resolved it. The second committee, all through
8 his lengthy interaction with Dr. Norman, there are
9 multiple opportunities given him to change the outcome.
10 But in my opinion, it was his intent that the outcome be
11 what it was and is. So I don't find that it's credible
12 when he said he was shocked, surprised about what
13 happened. Now, in his deposition under oath he also
14 stated that the really bad depression he had in the
15 mid-nineties, what we would call a clinical depression
16 with real interference with your mood and sleep and
17 appetite and ability to enjoy things, that he did not have
18 another one of those after the termination he thought
19 because he was on medication. That was why he was
20 protected from the kind of depression problems he'd
21 suffered for 20 years. He also, in his first mentioning
22 of his termination to his doctor which was on the 15th of
23 September, he said that he was complaining of high stress,
24 the doctor said that. And that he had lost his job but
25 that he was adjusting to his current situation. He didn't

1 see that doctor again for five months and that's his main
2 doctor, his only doctor. And when he saw Dr. Karen Leslie
3 next on the 26th of January in 2012, her note said, Dr.
4 Crenshaw denies high stress, sleep disturbance which is a
5 symptom of depression or depressed mood. Again, he denies
6 high stress, sleep disturbance or depressed mood and that
7 he described his mood at that point as fair. He reported
8 in his deposition that he'd lost 28 pounds during the
9 initial stress, but he subsequently did regain most of
10 this. He also stated in his deposition that it wasn't a
11 bad thing that he lost weight like we all want to lose
12 some weight. And he confirmed that he had regained much
13 of the weight in his examination with me. He described in
14 his deposition that he initially had trouble doing his
15 professional writing of mystery novels but in his IME with
16 me in January of '14, March of '14, he said he was ready
17 to do that again. He felt quite capable of doing that.
18 Despite the fact that he made really clear, he knew that
19 the two of us were talking to really define how much
20 psychological damage he had. He said and I've regained
21 the weight, I'm not depressed, I can write again. And
22 very importantly in cases like this where I'm asked this
23 same question, it's very important that despite the fact
24 he had had psychiatric care for 20 years off and on and
25 been on antidepressants for much of that time, during this

1 period afterwards, he didn't seek anymore psychotherapy or
2 any medicines for any alleged distress or psychiatric
3 problems, is part of what tells me he'd done it before,
4 apparently for less problems than he was having in this
5 period. And that's where I come and why I come in many
6 ways to the conclusion that he didn't have a shocking
7 termination that led to psychiatric difficulties.
8 Certainly, they were limited at the time, in time and in
9 severity and have primarily resolved by the time I saw him
10 in March of 2014.

11 Q All right. Thank you, Dr. Ballenger. You were hired
12 by the defendants then to do this work?

13 A Yes.

14 Q All right.

15 A They paid for my time.

16 Q And how do you charge?

17 A I charge per hour of work whether it's reviewing
18 records, examining the patient, coming here, writing a
19 report per hour.

20 Q All right. What's your rate per hour?

21 A It always embarrasses me to say it, but it's \$680.00
22 dollars an hour in South Carolina.

23 Q Thank you. I have no further questions.

24 THE COURT: Mr. Tinsley?

25 CROSS-EXAMINATION

1 BY MR. ROBERT TINSLEY:

2 Q Just a couple, not many at all. Dr. Ballenger, have
3 you ever testified in criminal cases for the State of
4 South Carolina?

5 A Yes.

6 Q I'm trying to remember if I've cross-examined you
7 before in one of those and maybe I have and maybe I
8 haven't. Maybe I know you, maybe I know you from
9 Charlottesville, Virginia. I was there from '71 to '75
10 undergraduate. Did you teach any psychology classes?

11 A In '71 to '75? Your name sounds familiar. My memory
12 is probably as bad as yours. I don't remember if we've
13 ever been in court together, but I came to Charlottesville
14 on the faculty in '79 and left in '83.

15 Q Okay. Okay. I think, I think it was in Greenwood
16 possibly.

17 A Could be, yes.

18 Q When I first met you.

19 A Your name is familiar.

20 Q Doctor, and your report is based upon the date that
21 you mention as March 28th, 2014, is that correct?

22 A That was the date of the face-to-face examination;
23 yes, sir.

24 Q And, basically, you don't know exactly what Dr.
25 Crenshaw has done since then, do you?

1 A That's true.

2 MR. ROBERT TINSLEY: Thank you.

3 DR. BALLENGER: Thank you.

4 MR. KEIM: No redirect.

5 THE COURT: All right. Dr. Ballenger, thank you so
6 much. You're free to go.

7 DR. BALLENGER: Thank you, sir.

8 THE COURT: Next witness?

9 MR. KEIM: Your Honor, the Defense rests.

10 THE COURT: All right. Let me talk to the lawyers
11 real quick.

12 (Whereupon, a bench conference was held in the
13 presence of the jury but out of the hearing of the
14 jury.)

15 THE COURT: All right, folks. Y'all have heard the
16 testimony and evidence you are going to hear. We have got
17 a couple of things to do and I think I am a little
18 egregious on my time. We will take a lunch break. Be
19 back at 1:45. I have got some things to put on the
20 record. Mostly the lawyers and I discuss my instructions
21 to you. Be back at 1:45 and don't talk about the case.

22 (Whereupon, the jury was excused from open court for
23 a lunch break.)

24 THE COURT: Let's hear our motions before we go to
25 lunch.

1 MR. KEIM: I have got a couple of cases, Your Honor.
2 The first directed verdict motion is on the intentional
3 infliction of emotional distress claim as to Erskine
4 College. And the two cases I passed up are the South
5 Carolina State College case and the Hansen case. The
6 primary reason I passed up the Hansen case is, it is one
7 of the best cases of just laying the standard out on page
8 two of what the elements on the cause of action are. And
9 the one that I am drawing the Court's attention in this
10 motion is the one that says that, the conduct has to be so
11 extreme and outrageous so as to exceed all bounds of
12 decency and must be regarded as atrocious and utterly
13 intolerable in a civilized community. This is contrasted
14 with element number four which we have some discussion
15 over in a prior directed verdict motion at the close of
16 the Plaintiff's case. And then I would draw the Court's
17 attention to the Gattison case where there is a discussion
18 in that case that really describes, Mr. Gattison's
19 mistreatment at South Carolina State when he was
20 essentially attempting to blow the whistle on the, I guess
21 the people who are running the college particularly with
22 regard to the audit department. Some of the things that
23 happened to Mr. Gattison were, he was surprised with
24 abrupt no notice meetings. He was made to sit in a small
25 chair in those meetings. And he was humiliated in those

1 meetings. All of this is on the last page, the right
2 column of the Gattison case. And the Court found that
3 there was no hostile or abusive encounters or coercive or
4 oppressive conduct. The reason I try to raise this so
5 succinctly in this case, what the argument has focused on
6 is the impact it had on Dr. Crenshaw. And that is a
7 proper inquiry I would admit to element number four. But
8 with regard to element number two, the conduct of Erskine
9 through Dr. Norman by abruptly scheduling a meeting, have
10 a meeting and not allowing Dr. Crenshaw to teach his
11 students after he had just met with them does not meet the
12 standard of extreme and outrageous so as to exceed all
13 bounds of decency. And, of course, I will spare any
14 lengthy argument or any real minutes on the fact that this
15 particular cause of action, the Court has to clear, has to
16 decide that these facts clear that hurtle so as to be
17 submitted to the jury. So that is our, that is our
18 argument. I will be happy to answer any questions about
19 that particular element and our argument with regard to
20 that.

21 THE COURT: I am going to read the two cases before I
22 rule on it. I am not declining or granting it.

23 MR. KEIM: All right. Thank you, Your Honor. And I
24 also wanted to, for the breach of contract claim, show
25 Your Honor the faculty handbook which is Defendant's

1 exhibit 17. And I will turn to pages 35 and 36,
2 extensively about submitted documentation, about that.
3 And our argument is twofold and I will state the first one
4 is that even light of the testimony which has been
5 submitted, even by some of our witnesses that they believe
6 that tenure provides them with some particular protections
7 from termination of employment, that contracts are
8 individual between the parties. What somebody thinks a
9 contract says doesn't matter, it is what it does say. And
10 in our view is, in light of the cover page in addition to
11 the repeated language at the bottom of each page that this
12 is not a contract of employment, that no reasonable juror,
13 no reasonable person could find that this constitutes a
14 contract as a matter of law.

15 Now, I will move on to my second argument which is
16 that, if indeed this does constitute a contract then Dr.
17 Crenshaw is required to comply with the provisions that
18 call him to engage in action. And on page 35 you can see
19 it starts at the bottom, the section, procedures, tenured
20 faculty only. And if you turn over to the second page it
21 is entitled number two, formal proceedings. And it
22 requires the President to do a number of things. To
23 inform the tenured faculty member in writing of the
24 dismissal and the grounds for it. That is the August 12th
25 letter. The President will also advise the tenured

1 faculty member the right to a hearing before a faculty
2 committee and will indicate the time and place of the
3 hearing. That is the top of page two of the August 12th
4 letter. In fixing the time and place of the hearing the
5 President will allow sufficient time for the tenured
6 faculty member to prepare a defense. The hearing was set
7 16 days after the letter and there was a proviso that a
8 reasonable extension would be permitted. The President
9 will inform the tenured faculty member of the procedural
10 standards set forth here. That is contained within the
11 body of the letter. And then it switches and says the
12 tenured faculty member will reply in writing to the
13 President stating whether a hearing is desired. And the
14 reply shall be not less than two weeks before the date set
15 for the hearing. And I appreciate the Court's indulgence
16 while I went through that whole paragraph. But our
17 position is, he never asked for a hearing. We did
18 everything that was required under the contract, as they
19 allege, yet they did not. They did not request a hearing
20 so that the remaining procedure and we have been talking
21 about lack of procedure, there is plenty of procedure in
22 here for the appointment of a committee, how that
23 committee will operate, how it will render a decision, how
24 an appeal can be made and what to do during the pendency
25 of the appeal. So, our argument with regard to that part

1 of the contract claim, is if it is a contract Dr. Crenshaw
2 failed to satisfy the administrative, exhaust his
3 administrative remedies as required by the contract. I
4 will be happy to answer any questions you have, Your
5 Honor.

6 THE COURT: All right. I may call you back and ask a
7 question. Mr. Tinsley. Y'all brought an action for
8 wrongful termination/breach of contract.

9 MR. JAMISON TINSLEY: Yes sir, Your Honor.

10 THE COURT: Considering the argument made by Mr.
11 Keim, where is the breach?

12 MR. JAMISON TINSLEY: They were still in stage one,
13 he gave him 21 days. So he thought reasonably he was
14 still in stage one. As Dr. Norman's testimony and emails
15 shows there is 21 days. And beyond that there is no
16 adequate cause as required by the handbook. I think we
17 showed that, that without adequate cause the termination
18 of the tenured Professor is inappropriate. Now, there is
19 a few other exceptions that just don't apply in this case
20 like financial exigency. So it is our position that the
21 breach, there was a procedural cluster which we think
22 breaches based on being at stage one and stage two
23 simultaneously. You know, he is told he has got 21 days
24 on either Wednesday or Thursday. And then on Friday he is
25 emailed and says, well, you have got to request this

1 hearing by Monday morning at 9:00 o'clock. It is a
2 termination hearing. And there is no adequate cause that
3 is required for page 33 of the handbook.

4 THE COURT: Let me ask you this. Stage one started
5 and then Stage two came in, the 21 days that was talked
6 about, it is not in this faculty manual. Everyone seems
7 to be agreeing there was 21 days discussed to consider the
8 early retirement option and the parting ways by agreement
9 I guess, is what Stage one was attempting to do.

10 MR. KEIM: Your Honor, just point of clarification.
11 For someone 40 and over you have to, under Federal law
12 give 21 days to consider it and then 7 days to revoke.
13 That is where that comes from.

14 THE COURT: So that time was in there.

15 MR. KEIM: Right.

16 THE COURT: What concerns me is where, I mean Dr.
17 Norman outlined a lengthy letter of the allegations, three
18 parts. The ambulance incident, behavior, the special
19 committee meeting and then the blog for the denominational
20 dispute. Those three things, that is in very summary
21 fashion. Those are the three general areas. I don't, I
22 am certain I took good notes but I did not hear anybody
23 allege that there was a hearing requested.

24 MR. JAMISON TINSLEY: No, but he did testify that he
25 thought he had to waive it which is what the language says

1 and he never did anything to waive it.

2 THE COURT: But if we are following these rules, the
3 second to last paragraph end, tenured faculty member will
4 reply in writing saying whether a hearing is desired.
5 Does that put the burden on him to say, okay, I will take
6 a hearing. And then it proceeds on with the hearing
7 fashion. I mean, the way I am reading it, if he ask for a
8 hearing and then you have got to pick committee members
9 and schedule a date and that would kind of indicate it
10 wouldn't be the next day, it would be some other time
11 later.

12 MR. JAMISON TINSLEY: And the timing of it, it was
13 given to him on Friday and his deadline was Monday at 9:00
14 a.m. which is not reasonable under this contract. The
15 actual letter says the hearing will be unless you waived
16 it. I get back to page 33 requires the services of a
17 faculty member with a tenure to be terminated only for
18 adequate cause. There is no adequate cause here.

19 THE COURT: This is where I am kind of having
20 trouble. The President makes allegations of what he
21 believes is adequate cause. That is an allegation, not a
22 determination. His allegations, there is a hearing,
23 faculty people are more or less the jury. The cause exist
24 or not is the issue. But that never happened and how is
25 it that I have got to, I mean it is before the Court, this

1 is kind of like the administrative procedures is, did you
2 go through all of the administrative procedures properly.
3 And then you are now, I am not saying it should be an
4 appeal to the Court. Does he not have kind of an
5 obligation to exhaust the procedures outlined on the thing
6 you are standing on, this faculty manual?

7 MR. JAMISON TINSLEY: I think he proceeded in a
8 couple of committees already, he never waived his right to
9 a hearing. And that letter specifically says, unless you
10 waive it. And any unclarity in the letter goes against
11 the driver which is the college. So it would be our
12 position that he did take reasonable steps to exhaust his
13 administrative remedies. And given the time, he gives him
14 a Monday 9:00 a.m. deadline with an email sent on Friday.

15 THE COURT: That was not for a hearing, that is
16 talking about wanting a hearing or not.

17 MR. JAMISON TINSLEY: That's correct. But he thought
18 he was still in negotiations in this offer, retirement
19 offer was still on the table and as were these apologies
20 and everything else. As long as that 21 days is in order,
21 we think it was premature that he was even in stage two.
22 That is a violation.

23 THE COURT: Mr. Keim?

24 MR. KEIM: Your Honor, I would just say that
25 Defendant's exhibit 16 which is the August 12th letter,

1 the first paragraph of that letter from Dr. Norman to Dr.
2 Crenshaw says, we are moving from phase one to phase two,
3 in other words, we are leaving the preliminary proceedings
4 and we are going to the formal proceedings. And the top
5 of the second page, the language that they are relying on
6 in that letter in Defendant's exhibit 16 at the top of the
7 page that says, unless you waive your right to a hearing,
8 the sentence does say, unless you waive your right to a
9 hearing it shall be held on August 29th at 9:00 a.m. in
10 the Chestnut Room. The schedule is subject to adjustment
11 upon reasonable request. And then he says, also as stated
12 in the handbook, you will reply to this letter in writing
13 saying whether this hearing is desired. This reply shall
14 not be less than two weeks before the date set for the
15 hearing. So he is reiterating to him, if you want a
16 hearing you have to reply as the contract, as they allege
17 says, in writing.

18 THE COURT: I am kind of lost. I don't see anywhere
19 in there, says the hearing won't be held, it will be held.
20 It is scheduled, if you want to participate let us know.

21 MR. KEIM: It is required that the President write in
22 that formal proceedings and say, there will be a hearing.

23 THE COURT: I intend to agree with you as how I read
24 the manual. So, Mr. Tinsley, why if there is going to be
25 a hearing, it is scheduled on, you have a right to a full

1 hearing unless you waive it, but you have a full hearing
2 that is scheduled, the handbook says you get one.

3 MR. JAMISON TINSLEY: Well, for starters there was
4 no, the faculty wasn't on campus, where is the committee
5 coming from. No hearing was held that day, no committee
6 was in place. And he thought he was still in stage one,
7 reasonably, based on having 21 days. There is nothing in
8 that letter that says, we are mutually in stage one and
9 stage two. He is trying to jump on the process is our
10 position. There is no need to rush, he is already
11 suspended from campus.

12 THE COURT: Now, was the hearing set with the full
13 faculty committee ready to hear it?

14 MR. KEIM: Your Honor, it was said it will be on this
15 date. And then if he says within the time period, I want
16 a hearing, then you turn to the next section of, on page
17 36. It says hearing committee and then it goes into great
18 detail how it will be elected and what their powers are
19 and that the tenured faculty member can have counsel, the
20 President can have counsel, verbatim record will be made.
21 I mean this was suppose to be, if you wanted to challenge
22 your termination of employment this is what you were
23 suppose to do, very specific. And it also has a provision
24 for the appeal in section four. But the trigger to all of
25 that is, in writing, notifies that you want a hearing.

1 That is the only thing in that paragraph that the tenured
2 faculty member is required to do under, you know, what is
3 claimed to be the contract.

4 THE COURT: It seems like this whole case is turned
5 whether or not Erskine College followed the procedures set
6 forth in the faculty manual. And likewise, there is some
7 participation required from the tenured faculty committee,
8 I mean the tenured faculty member.

9 MR. JAMISON TINSLEY: Which includes, I want to add,
10 includes adequate cause.

11 THE COURT: I agree with you, adequate cause has to
12 be there. But adequate cause is determined by the hearing
13 committee. The President makes allegations of cause which
14 he did. He made allegations of cause. All right, y'all
15 see where I am, I think y'all see where I am concerned
16 with, is why was there a hearing held, why was there,
17 seemed to be a hearing that was scheduled, that could be
18 rescheduled because it is required that the President
19 allow sufficient time to prepare a defense. It seems from
20 reading the letter from the President to Dr. Crenshaw the
21 policy had the full hearing, faculty committee, shall be
22 held on. It can be subject to adjustment with reasonable
23 request. My question to you, I want to step off and stand
24 up for a minute, walk around and have some water. But why
25 wasn't that pursued and if not is that a wavier.

1 MR. KEIM: It is clearly in our view, Your Honor,
2 would be a condition that they would have to satisfy, that
3 is our argument.

4 THE COURT: I understand your point. So, Mr.
5 Tinsley, that is my question to you. I am going to step
6 down for a couple of minutes and then I am going to let
7 you answer that.

8 MR. JAMISON TINSLEY: All right.

9 THE COURT: Let's break for lunch.

10 (Whereupon, a lunch break was taken.)

11 THE COURT: When we took the break, Mr. Tinsley, I
12 tasked you with answering a question. And the question is
13 why is the failure to communicate about the hearing being
14 desired or not. That failure, what is that, what does
15 that do for your client's posture of challenging the jury
16 cause that was alleged by the President.

17 MR. JAMISON TINSLEY: Thank you, Your Honor. That
18 is, the way I look at it, that is an internal procedure in
19 there. It is different from exhausting administrative
20 remedies from an administrative body. It has got a
21 statutory, mandatory, statutory section code in place.
22 There is nothing mandatory in this language as far as, if
23 these aren't followed. The administrative cases that I
24 have read does have that language. Furthermore, I would
25 like to point out to the Court that during this time he is

1 suspended from campus. So, supposedly the meeting
2 happened on the 29th, no committee, he wasn't there
3 obviously, couldn't be there because he was suspended from
4 campus. And we think it is a question, I mean it is
5 certainly an argument they can make to the jury to decide
6 whether Erskine complied with their contract. They say,
7 yeah, Erskine did, he should have asked for this hearing
8 when he didn't. The case closed, you know, that is
9 defense verdict for the jury, a determination for the jury
10 to make. I don't see anything mandating these to be
11 followed or no court access. Furthermore, waiver, it is
12 disputable what he means in the letter. And it says,
13 unless you waive. And then later on, that's what it says
14 first and then later on it says, requires a hearing to be
15 requested. And that right there creates a question of
16 fact. Doing nothing waived the hearing. And any
17 conclusion from those facts that the jury could draw,
18 reasonably draw, that is for them to make.

19 THE COURT: All right, Mr. Keim.

20 MR. KEIM: Well, Your Honor, these are either
21 mandatory terms of contract or they are not. They have
22 alleged that we have a contract.

23 THE COURT: And y'all have denied that the whole
24 time.

25 MR. KEIM: Well, we have been arguing both sides

1 under the course of this, yes. But so the question is,
2 for them to prevail it has to be a contract. And those
3 are mandatory terms. And he has just put a stop on the
4 whole process. He wants to jump around the process which
5 is mandatory and go straight to court. And our position
6 is, he had to fulfill those obligations. They have
7 insisted that we fulfill all of our obligations. And we
8 have in our view. But he certainly hasn't fulfilled his
9 obligations.

10 MR. JAMISON TINSLEY: And, Your Honor, I would also
11 like to point out that the injuries are real here. A lot
12 of these administrative cases come on, he was terminated.
13 So, it is a real controversy.

14 THE COURT: Tell me this. Is there a question of
15 fact whether or not the Professor said a hearing is
16 desired.

17 MR. KEIM: No, Your Honor, there is no evidence in
18 the record. In fact, the testimony of the Plaintiff is
19 that he never, even up until today has requested a
20 hearing, or excuse me, as of Tuesday when he testified.

21 THE COURT: I mean, let me ask the same question to
22 Mr. Tinsley. Has he not complied with that term or not.
23 That is what bothers me, there is something missing.

24 MR. JAMISON TINSLEY: I point to that letter. I
25 mean, it creates a reasonable juror could say, well, he

1 didn't do anything, he didn't have to. The hearing is
2 set, he had to waive it, he didn't say no. Because that
3 is what the testimony was and he didn't say no, I think
4 that is a question of fact squarely for the jury. That is
5 a reasonable conclusion they can draw from the evidence.

6 THE COURT: All right, follow your logic, he didn't
7 waive his right to a hearing. What now. What is the next
8 step.

9 MR. JAMISON TINSLEY: Obviously the next step was,
10 September 7th he was terminated. At that point, you know,
11 his internal remedies are gone.

12 MR. ROBERT TINSLEY: Take for instance, Your Honor,
13 he walks on the campus, the campus police spots him and
14 arrest him right then. He is ban from campus and how is
15 that officer going to know.

16 THE COURT: Well, isn't he kind of given some
17 permission by virtue of the letter from the President
18 saying the hearing is set. That is like stay away from
19 the victim but you have got a bond up here in court and
20 the victim is here in the courtroom. You can't do it both
21 ways. That is not fair. Heads I win, tails you lose.

22 MR. ROBERT TINSLEY: Now you are talking about an
23 area I understand pretty well. And that is why I practice
24 criminal law. But, you know, it presents such an awkward
25 position. Viewed in the light most favorable to Professor

1 Crenshaw we are of the position that he followed the
2 procedure to the best of his ability and understanding at
3 the time. Now, to allow the case to go forward we feel
4 like in the light most favorable to him that he deserves
5 at least that degree of, I mean he had been to meeting
6 after meeting, grievance to this, grievance to that, no
7 faculty committee on campus. What was this going to
8 accomplish.

9 THE COURT: Isn't part of a breach of contract, all
10 the terms of the contract--

11 MR. KEIM: Your Honor, the break point is in the
12 standard jury instruction for breach of contract.

13 THE COURT: I keep going fast forward to my
14 instructions to the jury. And here is the verdict form,
15 the questions I wish for you to answer.

16 MR. KEIM: Right, he has the duty to perform any
17 nonperformance of a breach.

18 THE COURT: Mr. Tinsley, the same question to you.
19 Y'all were alleging that the college was not following the
20 terms of their obligations under the faculty manual. That
21 has been y'all's case. Why do they have to follow it and
22 in this one sentence clearly was not followed. Why does
23 that, how do you get over that.

24 MR. JAMISON TINSLEY: It is so unclear, that creates
25 the question. They are in stage one, they have got the 21

1 days. Then they are at stage two, he has got two days,
2 two days to request this hearing. Did he fulfill it, I
3 mean, it has got to be reasonable. And if it is not done
4 reasonably then he has no duty under the contract to do
5 anything. Plus he was terminated, I mean that is the end
6 result. And so, it shows a lack of good faith, the fact
7 that they are jumbling these stages and give him two days
8 to respond or three, I guess, less than three days,
9 weekend days. And he clearly wouldn't know the legal
10 ramifications of that decision.

11 THE COURT: I mean, what bothers me about it is,
12 there was several weeks of time. Even if his response is
13 late, yeah, I want a hearing but I couldn't let you know
14 by Monday because I couldn't get to see my lawyers until
15 the end of next week. Well, he was late but he still said
16 I desire a hearing.

17 MR. KEIM: Your Honor, the President's letter
18 indicates that request, a reasonable request would be
19 fine.

20 MR. JAMISON TINSLEY: I think the jury has to decide
21 if he followed the contract just like they do if that was
22 mandatory term that he breached the contract, just like
23 they have to determine if Erskine is. I don't think that
24 is a question of law, question of fact.

25 THE COURT: I think the question of law is, is there

1 a fact, in all facts in light most favorable to the
2 non-moving party which would be your clients. That fact,
3 I mean all of the facts got to stand on their own, you
4 balance them. When there is not a question, there is not
5 a question of whether it was left or right. If they
6 determine the contract was performed or not, clearly he
7 didn't. How do you get around that.

8 MR. JAMISON TINSLEY: I agree there is no question
9 that he didn't request it. The question becomes, did he
10 have to under these facts given the letter, the timing,
11 the language, the contradictory language or unclear,
12 however you want to call it, which I think a juror could
13 draw a reasonable conclusion that they didn't fulfill
14 their end of the bargain. He didn't have to request this
15 hearing at this point. And also the jury could, under
16 these circumstances, find that Erskine did not follow the
17 contract.

18 MR. ROBERT TINSLEY: Your Honor, why would it be,
19 that date be picked knowing that, potential committee
20 wasn't in town more than likely, wasn't available.

21 THE COURT: That is what bothers me. I want a real
22 hearing but we can't do it in two weeks, we have got to
23 elect a committee, we have got to find a room, we have to
24 get a court reporter, we have got to do all of that stuff
25 and everything gets pushed back. That is not before the

1 Court. Yeah, I want a hearing, you doggone right I want a
2 hearing. That is missing for me, that one little point.
3 That is, I hope y'all recognize how troubled I am that is
4 missing.

5 MR. ROBERT TINSLEY: With all due respect, I
6 understand your position and respect it. However, when
7 you look at the totality of the circumstances and the
8 problems obviously going on at the time. And the fact
9 that Dr. Crenshaw wasn't going to teach that semester and
10 that sort of thing. His confusion in the matter. I feel
11 like, as Jamison said, that it is a jury question.

12 THE COURT: Off the record, I want to talk to the
13 lawyers in-chambers real quick.

14 (Whereupon, a short break was taken.)

15 THE COURT: We are back on the record on both of the
16 defense motions. Regarding the first motion which would
17 be on motion for a directed verdict on the intentional
18 infliction. Considering the case law submitted outlined
19 under Hansen versus Scalise Builders as well as Gattison
20 versus South Carolina State College, I am going to direct
21 a verdict in the defense favor on that cause of action.

22 On the breach of contract or wrongful termination
23 which in this case those are synonomous. I think there is
24 sufficient factual questions submitted to the jury, the
25 issues of each party performed their obligations under the

1 terms of the faculty manual. And so we will submit that
2 to the jury on a simple verdict form. I think the
3 question ought to be something like, did the Defendant,
4 Erskine College, breach any obligation owed under the
5 faculty manual. Does that sound suitable on the verdict
6 form?

7 MR. KEIM: Referring specifically to that section.

8 THE COURT: Do y'all have an objection to that page
9 which would be 35 and 36.

10 MR. JAMISON TINSLEY: I would say 33 would need to be
11 included as well.

12 THE COURT: Okay, on those pages, 33 through 36. And
13 then if so, damages. I want it simple. With that being
14 the case, the order of the closing, Plaintiff will open in
15 full, defense will close and then the Plaintiff will be
16 offered an opportunity to rebut briefly. Okay. Bring
17 them in.

18 (Whereupon, the jury came into open court at
19 approximately 2:43 p.m.)

20 THE COURT: All right, folks. I made y'all wait an
21 hour and I am sorry. I was working on a legal question I
22 wanted answered and I made a few phone calls and talked to
23 people and then I had some other things come up. That
24 delay was not the lawyers fault so blame me on that one.
25 That is why I bring candy so I will have a lead way. Now,

1 here is what is going on now. Time to summarize the
2 cases. The closing order will be this. The Plaintiff
3 brings the case, they go first. They call their witnesses
4 first, they summarize first. Then the defense gets an
5 opportunity to summarize their positions. Then the
6 Plaintiff gets one last brief opportunity to rebut
7 arguments of the defense. Then I give you my
8 instructions. The lawyers and I have discussed my
9 instructions so I think I have them ready to give to you.
10 I may send them to Ms. Payne and get printed out. I am
11 going to work on that while the lawyers are closing,
12 because the lawyers arguments, I have done my part now
13 other than give you my instructions. So I am going to
14 apologize for this. I am going to speak with Ms. Payne
15 and my Assistant, Ms. Lawrence, while the lawyers are
16 arguing so I do not want to be distracted. I want y'all
17 to listen to the lawyers an give them your attention. I
18 am going to try to get the verdict form and the
19 instructions put together exactly right, that is what I am
20 doing while they are closing. Fair enough. All right.
21 Ms. Holston, she gets to type the whole time. Depending
22 on how long the lawyers argue, summarize, she may need a
23 break between their arguments and my instructions. And if
24 she does we will take one, y'all may need one. I hope not
25 but we will see. But we are not going to be delayed

1 anymore because of me. I have caused an hour delay and
2 that is my fault. All right. Ready to go, Mr. Tinsley?

3 MR. JAMISON TINSLEY: Ready to go. May it please the
4 Court. Ladies and gentlemen of the jury, y'all have heard
5 a lot of testimony this week and I am going to try to get
6 to the heart of the matter what this case is about. Dr.
7 Crenshaw, on September 24th did nothing wrong, he did what
8 he was suppose to do. He called an ambulance and
9 protected the student and he had 18 years of EMS training,
10 he was a paramedic. And he made sure his student who was
11 exhibiting head, signs of head trauma after being hit in
12 the head with a lacrosse stick, make sure she got the care
13 she needed and she did as a result of that. Have not
14 heard one shred of evidence to dispute that he did the
15 right thing. There was talk about an athletic protocol
16 that he didn't know anything about, nobody said he was,
17 the testimony was that he wasn't even subject to that
18 protocol. The testimony was undisputed, he did not
19 violate any Erskine College protocol. This is a man that
20 had been teaching at Erskine for 34 years, started in 1976
21 teaching English at Erskine. Went through the process,
22 got tenure, and as you have heard tenure, it gives
23 specific protection to a Professor. They can only be
24 terminated for adequate cause. And the handbook which is
25 in evidence for you to view defines that. Basically

1 adequate cause would be they are no longer able to fulfill
2 their institutional responsibilities. Well, he got
3 teacher of the year in 2010 so obviously he was still able
4 to fulfill his institutional responsibilities as a
5 Professor at Erskine. So then he goes through, these
6 grievances are filed which I think we have, the evidence
7 will show that there was no substance behind them, no
8 truth behind them. He didn't slander anybody, he didn't
9 put on a blog and make students ridicule these people as
10 alleged in the grievances. The grievances were never
11 determined, nobody ever determined the truth of them
12 because it is clear today that they were false. So then
13 it goes to the grievance committee and you heard from the
14 Chairman, Dr. Howard Thomas and from the Vice-Chair, Dr.
15 John Showalter. Both of them testified that Dr.
16 Crenshaw's behavior was appropriate, he didn't bully
17 anybody, he didn't threaten anybody, he appeared, gave a
18 statement and recused himself. They said their charge was
19 to mediate the case and they were unable to mediate. It
20 takes two parties to mediate and Dr. Crenshaw was the only
21 one there so mediation would be heard just on the face of
22 it. There was nothing in there, meetings or back at the
23 President's office that Dr. Crenshaw did anything. As a
24 matter of fact, I heard the testimony that, mutual
25 respect, Dr. Thomas. So then Dr. Christie offers an

1 informal mediation, Dr. Christie being the Vice-President
2 of Erskine. Informal mediation in front of Dr. Crenshaw
3 and the three complainants. Dr. Crenshaw said, yes, that
4 is going to be less structure, it is probably going to be
5 more effective, let's do it. The other three, they
6 weren't interested in settling the case, they weren't, had
7 no interest in that and they declined. So then it goes to
8 the President's office and the President appoints this
9 second special committee which from the testimony at trial
10 nobody had ever known of any committee being formed under
11 these circumstances to handle such personnel dispute, as a
12 tenured Professor being disciplined and ultimately
13 termination. Well, there is nothing in their report
14 either that Dr. Crenshaw caused them to not be able to
15 handle the matter. And at that point the President had
16 changed the game, the grievances were no longer before, no
17 longer before this committee that was adjudicated. He
18 came up with his own categories. I never heard any
19 justification for that, never heard any reason why the
20 original complaints that started this whole mess weren't
21 what was to be determined. But it wasn't, they were
22 suppose to start on the President's questions, broad
23 question in a multiple choice fashion. They also returned
24 it to the President without any kind of finding, any kind
25 of determination. Nothing in there said it because Dr.

1 Crenshaw threatened anybody, bullied anybody. All
2 members, one guy testified that he was upset about the
3 situation. He still signed it, obviously he wasn't too
4 upset about it. So then seven months nothing happens.
5 Obviously Dr. Crenshaw didn't cause any problems because
6 there is no documentation of that or no testimony of that.
7 And they created a pretty big paper trail here so you
8 better believe there was something they could hang their
9 hat on, Erskine College, to make sure there was something
10 documented. It is not there. In May the grievance
11 committee that Dr. Crenshaw is on was a totally different
12 charge, they are charged with investigating and making a
13 determination on the matter and they find Dr. Norman at
14 fault for violating the tenured process, the very
15 protection that Dr. Crenshaw has, tenured. So in May when
16 you think there is an issue with Dr. Crenshaw's activity,
17 behavior, concerns, that is when it will be dealt with.
18 No, he waits, Dr. Norman at Erskine waits till August to
19 bring him back in. Meets with him in August after he has
20 met with his incoming Freshman class for the first time
21 and says you are suspended. But he, you know, he laid out
22 a couple of possibilities for what, how it could go
23 forward. He said we are entering the termination
24 proceedings. And lays out the grounds for the
25 termination. I will submit to you that these are not

1 adequate grounds. The first category dealt with the
2 ambulance. Dr. Crenshaw testified to that, all the
3 testimony is that he acted properly. He didn't push a
4 lady or anything of that sort. Chief Smith got up there
5 and testified, you know, he has got no dog in this fight.
6 He testified to what he saw. There was no assault and
7 battery there, there was nothing Dr. Crenshaw
8 disrespecting authority, getting in the EMT's way, nothing
9 of that. Chief Smith's testimony has great weight,
10 undisputed weight. He then accused, Dr. Norman then
11 accused Dr. Crenshaw of not having proper respect or
12 something along those lines with the grievance committees.
13 Well, there is no finding from the committees themselves
14 of that. They could have made a finding, such a finding,
15 they didn't. In fact you heard testimony from Dr. Howard
16 Thomas and Dr. John Showalter that that was far from the
17 truth. He acted appropriately, yeah, he raised some
18 concerns with procedure, you better believe he did, his
19 job was on the line not to mention there is accusations of
20 slander and if this committee finds against him very well
21 could leave to a lawsuit against him. So he is going to
22 hire a lawyer and protect his rights. And they make a
23 fuss like that is a bullying tactic, telling the people he
24 has hired a lawyer. That is just letting them know, all
25 the facts on the table. He is not trying to ambush

1 anybody, he is fighting for proper process and procedure.
2 And he didn't get it. But no findings against him. And
3 so the third category that Dr. Norman used for terminating
4 Dr. Crenshaw was disloyalty to Erskine based off him
5 commenting on a private log to the concern to Erskine
6 Community folks about the direction Erskine was at. And
7 he made some comment about not sending kids to Erskine and
8 donate money. Well, let's look at Dr. Crenshaw's loyalty.
9 Taught there for 35 years, tenured Professor, gave
10 \$3,000.00 dollars that he didn't have to give that very
11 year. And was a voluntary EMT for 18 years, served on the
12 Abbeville Hospital Board, served on the Abbeville School
13 Board. And they want to accuse him of disloyalty. The
14 Abbeville Community at large he was loyal to. So,
15 needless to say these complaints laid out by Dr. Norman,
16 they are vague generalizations that have no bearing or the
17 specific ones have been developed in that witness stand by
18 several witnesses. And therefore there were no grounds to
19 terminate. But he gave him a couple of options to avoid
20 termination. He could have apologies to everybody for
21 anything, nothing specific, just anybody he might have
22 offended in the Erskine, to the complainants even though
23 there was any finding that their complaints are true, that
24 Dr. Crenshaw ever did anything wrong. The evidence shows
25 he did nothing wrong. Apologize to the Erskine faculty,

1 who knows who attended on there, he has no clue or how
2 they did so but he has got to receive a two-thirds
3 acceptance or else that is out the way though. And in the
4 Erskine Community at large, post on some private blog that
5 they had an ongoing discussion about the concerns of what
6 Erskine said. There was also, as you heard, an option of
7 early retirement with what Dr. Norman referred to as a
8 boat load of money. So that was still being discussed
9 after this August 6th meeting. There is emails put into
10 evidence that you have access to that either on August
11 10th or August 11th, Dr. Norman agreed that Dr. Crenshaw
12 had 21 days to mull that option over. But the next day or
13 the day after, Friday the 12th, Dr. Norman, he tells Dr.
14 Crenshaw that it is being escalated to the termination.
15 As I have just described to you, there has been no
16 adequate grounds there. But so he is trying to fight for
17 his job and also decide on whether he wants to make three
18 apologizes by December or take this early retirement. And
19 they laid out in the faculty handbook as stage two and Dr.
20 Norman sets a hearing for his termination for August 29th
21 at 9:00 a.m. and says, that is when the hearing is going
22 to be unless you waive it. And then below it says, you
23 must request the hearing, it has already been set, you
24 have to request a hearing that has already been set by
25 9:00 a.m. on August 15th, Monday, August 15th, he is

1 hearing it Friday. So he is speeding up the game. No
2 reason because at this point Erskine has made Dr. Crenshaw
3 a prisoner in his own home, his home surrounded by Erskine
4 College because he was suspended at that meeting on August
5 the 6th for imminent harm to himself or others. This is
6 all from events and actions that took place from early
7 January and he is just now being suspended in August. No
8 specific threat, no specific reason. Banned from campus
9 after being there for 35 years, distinguished Professor,
10 multiple teacher of the year awards at Erskine. And,
11 yeah, at that meeting Dr. Crenshaw got upset, he said some
12 things maybe he wished he hadn't but when you get ambushed
13 and lose your job sometimes you do say things that maybe
14 you would like to be a little calmer. But that is not the
15 issue here. The issue is did Erskine violate his rights
16 as a tenured Professor. And I submit to you that the
17 answer is yes. Based upon and being a tenured Professor,
18 they had the procedures they had to follow and they are
19 not following them to the letter, not even the spirit, by
20 jumbling the stages, they are still in the preliminary
21 stage, negotiations and they are going to be by the terms
22 of them until basically the end of August. And then he
23 immediately jumps into, well, here you are terminated.
24 You have got to request a hearing by the 15th. And the
25 letter itself confused Dr. Crenshaw as to, you know, what

1 he needs to do to get the hearing set up. He says, waive
2 it, he didn't get a response. Didn't waive it, didn't say
3 no. And at that point there is still no adequate cause,
4 nothing to justify any of these steps. And then they
5 banned him from campus after he is terminated, he is
6 allowed to retrieve his 35 years of belongings only on
7 weekends or at night. So I would submit to you, the first
8 question, I am going to reiterate what I said in my
9 opening. Burden of proof is on us, our claim for you is a
10 wrongful termination claim. The contract is based off of
11 the handbook. The handbook terms are mandatory by the
12 face of them. And therefore they have to be followed for
13 a tenured Professor. Every other employee at Erskine is
14 an at-will employee which means they can be terminated at
15 any time. Dr. Crenshaw, undisputedly was a tenured
16 Professor who had those procedural rights as outlined and
17 a substitutive right outlined in the handbook that he
18 could only be terminated for adequate cause. So we have
19 to prove that the termination was wrongful and we do that
20 by a preponderance of the evidence. As I said at the
21 beginning, blind lady justice holding the scales. Put a
22 pebble here, a fact goes to us and then a fact goes to
23 them. And at the end the preponderance of the evidence
24 means we have to tilt the scales ever so slightly in our
25 favor. Just ever so slightly and we have met our burden

1 to prove it that Erskine violated his rights, wrongfully
2 terminating him under the contract. The handbook that
3 they published to him and all of the other faculty at
4 Erskine. So the next question becomes damages. Under the
5 law we can't put things back the way they were, it is just
6 no, realistically not possible. So, monetary damages are
7 what the Courts do to put somebody in as close a position
8 as the Court possibly can to what they would have been if
9 not for the wrongful conduct. And here in a case like
10 this the damages are, what did Erskine breach of his
11 rights as a tenured Professor, what did that cause him.
12 The testimony is that he was making \$70,000.00 dollars a
13 year, that was abruptly pulled out from under him. That
14 was pulled out in August. And goes along with that he is
15 making retirement benefits that Erskine is contributing
16 to, that stopped abruptly. He is expected, the testimony
17 was that he was expected to teach at least five more
18 years. Well, you can do the math, that is \$70,000.00
19 times five plus whatever raises you think would be
20 reasonably expected at that point. He testified that he
21 expected raises would be coming back. And that was not
22 disputed. Under the law and the defense will talk to you
23 about this, there is duty to mitigate your damages. You
24 have to take reasonable steps to minimize your damages.
25 And he, outlined, explained what he did to try to find

1 other work. He put out feelers at Wofford, his alma
2 mater. He didn't get anything there. The same thing at
3 Lander over in Greenwood, similar size school. The same
4 reaction, nothing. And the reason why is he is 63 years
5 old, these colleges don't want to bring in a Professor at
6 that age who is going to demand a higher salary that is
7 already tenured, they want to get somebody younger,
8 cheaper that is going to be there for a while. It is just
9 hard to do. He also looked for jobs online through South
10 Carolina and North Carolina, I believe his testimony was.
11 And nothing. And the suggestion was made that he should
12 have applied for a job at Dixie High School or Abbeville
13 High School. The man is a tenured English Professor,
14 teaching college students. Going to teach at English at
15 Dixie or Abbeville is not the same thing, it is a totally
16 different job, one that he is not required to take, you
17 don't have to take any step to minimize your damages, you
18 just have to act reasonably. And he looked for work, he
19 acted reasonably. So his damages, you are the finders of
20 fact on that matter. I leave it to you but I have given
21 to you what he was making a year, expected raises, no more
22 retirement benefits coming in and that would have been
23 avoided had Erskine had the adequate cause by the handbook
24 which is a contract. They can say this is not a contract
25 but they are bound to language they put in there and the

1 language put in there clearly, as you have heard testimony
2 to and as you will see, see in the back with the exhibits,
3 this language clearly gives him protection as a tenured
4 Professor. Ladies and gentlemen of the jury, I thank you
5 for listening to a lot of testimony over the last few days
6 and I hope I have done a good job of summing up and
7 getting right to the heart of what is going on here. We
8 have a 63-year-old Professor, at Erskine for 35 years,
9 fired by a President that had been there one year and
10 lasted three years. Erskine violated his rights as a
11 tenured Professor and the procedure rights that they
12 jumbled and the reason why is no adequate cause existed.
13 Dr. Crenshaw did nothing wrong, and I submit to you to do
14 the right thing. Thank you.

15 THE COURT: Thank you, Mr. Tinsley. Mr. Keim.

16 MR. KEIM: Thank you, Your Honor. Good afternoon. A
17 couple of points just from the outset I want to make clear
18 is this case has changed from you heard the opening
19 statements when there were a claim for a breach of
20 contract against Erskine and a claim for breach of
21 contract against Dr. Norman and a claim for intentional
22 infliction of emotional stress against Erskine and a claim
23 of intentional infliction of emotional distress against
24 Dr. Norman. Now, as we sit here today there is one claim
25 remaining. And that is a claim of Dr. Crenshaw against

1 Erskine for breach of contract. All of the remaining
2 claims are gone. And so I am only going to argue,
3 obviously, about that one claim. And I want to ask you,
4 because I know it has been a long week, but when the Judge
5 reads you the jury instructions and he reads to you what
6 your instructions are with regard to breach of contract
7 and with regard to mitigation of damages, you need to
8 listen carefully to those charges. What those charges
9 will say with regard to breach of contract is that both
10 parties to a contract, if it is a binding contract, has to
11 fulfill their obligations under that contract. Both
12 parties, not just Erskine College but also Dr. Crenshaw.
13 And I will go through that, those pages of the faculty
14 handbook with you to direct you where you will need to
15 focus. I told you at the start the college has a mission
16 and that mission is to equip students to flourish in
17 providing an excellent liberal arts education in a
18 Christ-centered environment for learning in biblical truth
19 are integrated to develop the whole person. That is the
20 mission of the college. The EMS incident, I think the
21 bottom line was everybody was glad that the lady was okay.
22 All right. Then there is some snippy emails back and
23 forth between a bunch of grown men that, you know, say
24 meet with me, don't meet with me, whatever, meet me,
25 anyway, you have a bunch of grown men emailing each other

1 back and forth, they can't sit down and have a
2 conversation and try to work it out. Okay, that is how I
3 see it. Whether it is a attack on the athletic
4 department, that is how I would interpret it if I were
5 you. Okay. But the bottom line is that is what happened.
6 Then a grievance is filed, we go to the grievance
7 committee. What did Dr. Thomas say. He wanted to
8 mediate, he wanted to work it out, you saw his
9 personality, clearly he wanted to work it out. How did
10 that go, not too good. There is some things that occurred
11 which made it, at a minimum, unpleasant and worse. But
12 what did Dr. Crenshaw say when I asked him on Tuesday, did
13 the grievance committee violate any provision of the
14 faculty handbook. And he answered that question, no. The
15 grievance committee did not violate any provisions in the
16 faculty handbook. So then we end up with the second
17 grievance committee, the special grievance committee, they
18 called. They met and they wanted more information so they
19 asked everybody to send in a statement. Everybody but Dr.
20 Crenshaw did send in a statement, he didn't have time to
21 send in a statement so he was asked to meet with them,
22 this was recorded. This was another, for lack of a better
23 word, disaster in so far as trying to amicably resolve the
24 problem. It didn't work. And that recording is available
25 to you all and you all have the exhibit numbers of that

1 transcript, I will just tell you is exhibit 14. But,
2 again, when I asked Dr. Crenshaw, did that special
3 grievance committee, did they do anything to violate the
4 faculty handbook, Dr. Crenshaw said no, he didn't, they
5 didn't do anything to violate the handbook. Then what to
6 me is the most glaring piece of misconduct is this blog
7 which is exhibit 16, this is the letter that Dr. Norman
8 wrote to Dr. Crenshaw when he explained, we are exiting
9 phase one and starting phase two. The blog post, do not
10 give to Erskine, do not send your kids to Erskine. This
11 will put pressure on Erskine, this will make it appear in
12 a bad light. That was that message. An employee of an
13 employer communicating in that way. I just can't imagine,
14 to me it is like some type of associate pastor standing
15 outside of a church saying, no, don't come, don't give us
16 your money, don't come worship here and don't send your
17 kids to the morning school program. That is the same way
18 I look at that. But Dr. Norman was trying to minimize it,
19 saying it is a long laundry list of things of other people
20 posting blogs, that to me just means it is a bigger
21 audience, there is just more people listening to that.
22 Let's turn to the heart of this case. The heart of this
23 case is exhibit 17 and exhibit 16. Exhibit 17 is the
24 faculty manual, pages 35 and 36. This talks about
25 termination of tenured faculty. And when you look under

1 procedures it says, preliminary proceedings. When
2 questions about the fitness of a tenured faculty member
3 arise the President in consultation with the appropriate
4 academic Vice-President will seek to resolve the matter
5 with the tenured faculty member in private. Okay. That
6 is what the letter, exhibit 18 and this transcript which
7 Plaintiff's counsel referred to, Defendant's 15, that is
8 what that was. They went over this letter, we are in
9 phase one. They made a transcript of, they taped it, they
10 made a transcript of it, they were trying to work it out.
11 Okay. They thought they had a plan, Dr. Crenshaw was
12 going to let Dr. Norman know by Monday at 5:00 o'clock
13 whether or not they were going to be able to do this. If
14 you have any question about where that is in the
15 transcript, we will look that up and then I will tell you,
16 sorry. And so, he didn't hear back an acceptance, okay.
17 So what is the next thing that happens. If the matter is
18 not resolved by mutual consent the President will
19 formulate a statement describing the grounds for
20 dismissal. You will see this in the front, first
21 paragraph of Dr. Norman's letter, he says the delivery of
22 this letter to you means that the attempt to privately
23 resolve the question of your continued employment by
24 mutual consent has not been successful. I deeply regret
25 our inability to reach an agreement. Now we are going to

1 go to the second phase, the formal process. So if we look
2 at it where it says formal proceedings in the handbook.
3 It says the President will inform the tenured faculty
4 member in writing of the dismissal and the grounds for it.
5 And that is exactly what is contained in this letter, he
6 lays out all of the grounds and the reasons for it. It
7 also says the President will advise the tenured faculty
8 member the right to a hearing before a faculty committee
9 and will indicate the time and place of the hearing. When
10 you are back there in the jury room, if you look at the
11 top of the second page it says, you have a right under
12 policy to a full hearing before a faculty committee.
13 Unless you waive your right to a hearing it shall be held
14 on August 29th at 9:00 a.m. in the Chestnut Hall. A date,
15 a time and a place. Then it says in fixing the time and
16 place of the hearing and the President will allow
17 sufficient time for the tenured faculty member to prepare
18 a defense. The President will inform the tenured faculty
19 member of the procedural standards set forth here. You
20 look back at the letter and it says, reasonable adjustment
21 upon reasonable request. Also it is stated in the
22 handbook you will reply to this letter in writing stating
23 whether this hearing is desired. This reply shall not be
24 less than two weeks before the date set for the hearing.
25 There is a lot of obligations in this that the President

1 has, what they have to do to follow the procedures. Dr.
2 Norman has, I mean Dr. Crenshaw has one obligation, one
3 contractual obligation and that was to request a hearing.
4 He could ask for more time but the provision of the
5 contract says you have to request a hearing. And his
6 testimony was, as you remember on Tuesday, that even up
7 until Tuesday he had never requested a hearing and still
8 hasn't, I would submit to you, to this day. That
9 constitutes a breach of the contract on Dr. Crenshaw's
10 part. Contracts are two ways, they are between two
11 parties. They are alleging the contracts between Dr.
12 Crenshaw and Erskine, both sides have obligations, both
13 sides have to meet those. You heard some argument about
14 damages from Mr. Tinsley and I don't like to talk about
15 damages because I don't think any damages are due. But it
16 is part of my job to represent my client, I have to talk
17 about damages. And so I am going to do it, all right.
18 Now, Dr. Crenshaw claims that he has some lost wages. You
19 will get jury instructions on something called mitigation
20 of damages. Basically what mitigation is, it requires a
21 person to use reasonable efforts to find new employment.
22 What that requires is that you actively look for work. You
23 got to look for work, you can't just say, there is not
24 work out there, nobody wants to hire a 60-year-old or
25 62-year-old or whatever. You have to look for work, you

1 can't make the decision that since I am 62 and I am a
2 tenured faculty member I can't find a job. The obligation
3 is to look. Listen carefully to that charge. In
4 addition, if you will remember, when I questioned Dr.
5 Crenshaw on Tuesday he indicated that circumstances change
6 and that he had not looked for work in two to three years.
7 He said that right there from that stand, on June 9th,
8 2015. Three years before June 9th, 2015 is June 9th,
9 2012. His employment was terminated in September of '11,
10 he had quit looking for work by June of 2012. That is
11 roughly nine or ten months. Okay. You have got to look
12 at that as his obligation to look for work, his obligation
13 to mediate and his statement that he didn't look for work
14 after that if you consider an award of any damages. In
15 addition you can't speculate or guess about damages. And
16 the Judge will instruct you about that as well. Now, in
17 closing I try to draw your attention to the keys in the
18 case. We firmly believe, you look through all of this
19 evidence, you study it, you go through it, what you are
20 going to find is that we had just cause, clearly had just
21 cause to terminate Dr. Crenshaw's employment. What
22 happened in this case was that Dr. Crenshaw didn't ask for
23 a hearing which he was required to do. That is where, if
24 you look at the rest of that page 36, what happens if he
25 request a hearing. Seven of his peers, seven faculty

1 members uninvolved in any of this form a committee. Dr.
2 Crenshaw can have a lawyer, the President can have a
3 lawyer. That committee of seven decide on when the
4 hearing is going to be, who they can subpoena, who is
5 going to give testimony, a verbatim record just like has
6 been made in here of everything that is said is going to
7 be made and those seven people make a decision. And that
8 decision can be appealed. That is the process in the
9 handbook. That is what the contract requires. So, that
10 is our position. I really do appreciate, I can tell you
11 all paid careful attention, it has been a long week. And,
12 yes, we have heard some of the laughter coming from the
13 jury box which is always good because that means, you
14 know, we are not miserable back there. And I will say
15 that Judge Griffith really watches after the jury, I have
16 been in cases where the jury's had to sit for a long
17 period of time without anything to do. So, I really do
18 appreciate your service and I thank you for your
19 attention. Thank you.

20 THE COURT: Mr. Tinsley.

21 MR. ROBERT TINSLEY: Thank you, Your Honor. May it
22 please the Court.

23 THE COURT: Yes, sir.

24 MR. ROBERT TINSLEY: I am Robert Tinsley from
25 Greenwood and I just want to ask you to do this. Apply

1 your common sense. The man was placed in a predicament
2 that was untangible, the situation got out of hand when
3 the three athletic people who filed the grievance refused
4 to come to the meeting to which Dr. Crenshaw agreed to
5 come. But I am going to be brief because we have beaten
6 this horse ninety-percent around the track. I promised
7 the Judge I am going to be brief and I am going to be
8 brief. Judge Griffith, I will say, I haven't anything
9 like it, at his swearing in of 32 or 33 members of his
10 family who are lawyers or lawyer related. Never seen a
11 family like that in my life because I come from a line of
12 lawyers. But never seen anything like that. And he has
13 developed into, as you have seen, you can draw the
14 conclusions, of a quality judging as in this court and in
15 this case. I am not criticizing Dr. Norman, the lawyers,
16 anybody. We are Tinsley and Tinsley in Greenwood, two men
17 firm, we are doing the best we can. We appreciate your
18 listening to all of the evidence. You have heard
19 everything, you delineate in your own minds, applying that
20 standard of the preponderance of the evidence with your
21 common sense as to whether or not Dr. Crenshaw is entitled
22 to damages in this case. That is your job. So, I ask you
23 and I promise brevity, I tend to get long winded sometimes
24 but not today. And I promise brevity, I am going to ask
25 you to do one thing and one thing only, in addition to

1 what I have already mentioned. Consider all the factors,
2 consider the age, the difficulty of mitigation, he might
3 have been 64, 65 when he went to that next job, if he was
4 able to get one. He was under retirement age. But you
5 apply your common sense and make the impassion plea on
6 behalf of Dr. Crenshaw. I hope I am not speaking too loud
7 but I am used to the Greenwood courtroom. And it is a,
8 you have to almost yell over there to be heard past first
9 row. So I apologize for anything we may have done to
10 offend you. But you know what to do with this case, you
11 know what to do, take it into the back, make your decision
12 on a fair basis considering all the factors, confusion
13 that went on. But I contend to you that it all really
14 boils down to that injured student athlete and it is
15 absolutely impossible to determine the degree of severity,
16 mild head injury, is there such a thing. I consider any
17 head injury is serious especially to the point of
18 concussion as in this case. And to me that is what this
19 case is all about. And I appreciate your consideration,
20 that is as brief I think I have ever been. And once
21 again, go back in the back and do your duty and it will be
22 much appreciated. Thank you.

23 THE COURT: Does anybody need a break. Are y'all
24 good. They are good. I am going to come down here close
25 to Joy and read my instructions. For some of y'all that

1 don't know, I introduced myself earlier, my name is Eugene
2 Griffith and I am from Newberry. But my Grandfather was a
3 Circuit Judge, his nephew was a Family Court Judge, my
4 father-in-law was a Circuit Judge. And I am the fourth
5 best lawyer, I mean and Judge in my family. That is true.
6 I consider myself fair.

7 Ladies and gentlemen, I remind you that during this
8 trial I have instructed you from time to time during the
9 trial of certain duties we have. Your group, as a group,
10 duty is to find facts in this case. It is my duty to
11 instruct you on the law. Now, I have had to rule on
12 certain things during the trial such as the admissibility
13 of evidence offered. So you are only to consider the
14 evidence which was received into the court, the exhibits
15 marked by the Court Reporter which were admitted into
16 evidence. And you notice that we did that very
17 particularly, admitted without objection, admitted,
18 admitted. We did that. Y'all will have all of those
19 exhibits in the jury room and you can consider that
20 evidence as well as the testimony you have heard. Now,
21 anything stricken from record you are not to consider at
22 all.

23 Now, I have the additional duty to charge you or
24 instruct you on the law as it stands in South Carolina at
25 this time. You as a group of jurors have the

1 responsibility to accept it as I am instructing it to you.
2 So, if you have an idea of what the law ought to be or
3 what you heard it might be you need to disregard that and
4 accept it as I am instructing it to you right now. Now,
5 in every case tried before a jury in South Carolina it
6 becomes your responsibility and exclusive job to judge the
7 facts of the case and make determinations of the facts. I
8 am not allowed as a trial Judge to make determinations of
9 fact or even have an opinion on what the facts should be.
10 So please don't consider anything I have done or said that
11 I have an opinion on what the facts are because I am not
12 allowed to have that. It is my job, it is kind of like a
13 referee in baseball. I call balls and strikes, the score
14 is the score. I don't get to do anything other than to
15 call what I see. If they score runs they score runs and
16 what the final outcome is the final outcome. And that is
17 your job.

18 Now, the Plaintiff in this case is the one bringing
19 the lawsuit. And in this case that is Dr. William
20 Crenshaw, he brought a cause of action against Erskine
21 College by what is called filing pleadings. The pleadings
22 filed is up there on the bench and I have been reviewing
23 it from time to time during the trial. In those pleadings
24 the Plaintiff alleged that the Defendant breached a
25 contract or its obligations under the contract to him.

1 Now, Erskine College is the Defendant, answered that
2 complaint with a general denial saying we are not
3 responsible, we didn't breach. Once that general denial
4 is presented the Plaintiff has the burden of proving each
5 and every element of the cause of action for breach of
6 contract.

7 Now, in a civil case, not a criminal case, in a civil
8 case the burden on the party bringing the case is called
9 the preponderance of the evidence. Preponderance of the
10 evidence is not complicated, it is quite simple. It means
11 the greater weight of the evidence. The case starts, the
12 scales are exactly even. The Plaintiff starts putting its
13 evidence and facts and testimony on its side of the scale,
14 then the defense likewise cross-examines or puts its
15 evidence on the other side of the scale or moves one
16 pebble from one side to the other, depending on your
17 determination of the facts. At the very end, once you
18 weigh the evidence, if the Plaintiff has shifted the
19 scales in its favor ever so slightly it has met its burden
20 of proof. On the other hand, if the scales don't move or
21 they tilt ever so slightly in favor of the defense then
22 the defense has disputed the preponderance of the evidence
23 or disputed the Plaintiff's case by a preponderance of the
24 evidence. So, you as a group of twelve determine facts,
25 place them on the scales of justice and weigh them.

1 Weighing evidence and considering evidence, it is entirely
2 a mental process, it has nothing to do with the number of
3 witnesses, the length of someone's testimony, the number
4 of documents presented by one side or the other. It is
5 your job to evaluate the testimony and evidence and
6 determine its believability and credibility and its weight
7 to be given to one side or the other. You may use
8 anything in your good judgment and common sense in
9 considering which facts are proved or not proved.

10 Now, in trials such as this there are two types of
11 evidence presented. There is generally, there is direct
12 evidence and that is like an eyewitness, I saw this, I
13 observed this, I smelled this, I did this. Another type
14 of evidence is called circumstantial evidence.

15 Circumstantial evidence is proof of a chain of facts and
16 circumstances indicating the existence of another fact.
17 It is evidence which immediately establishes collateral
18 facts from which a main fact may be inferred.

19 Circumstantial evidence is based on inference of those
20 other facts, not on personal knowledge or observation.

21 Now, it is proof that does not actually establish the fact
22 in question but it asserts or describes something else
23 from which you may either reasonably infer the truth of
24 the fact or at least reasonably infer the increase in the
25 probability that that fact is true. Now, for

1 circumstantial evidence to be sufficient to warrant a
2 finding the circumstances must lead to that fact with
3 reasonable certainty. The facts and circumstances
4 considered in this type should be considered in light of
5 ordinary experience and common sense. The existence of a
6 fact cannot be left to speculation, surmise or conjecture.
7 And I also tell you that our laws make no distinction
8 between facts proven by direct evidence or circumstantial
9 evidence. Once you determine a fact it is determined and
10 no greater degree of certainty is required of
11 circumstantial evidence than of direct evidence.

12 Now, in making some of your determinations of fact
13 you are assessing credibility of the witnesses who
14 testified. That is a large part of what jury's do.
15 Credibility of the witness who testified in the case is a
16 task for the jury. Credibility means believability. It
17 becomes your duty to evaluate the evidence and determine
18 which evidence convinces you of the truth. In determining
19 the believability of witnesses who have testified I tell
20 you that you may believe one witness over several, several
21 witnesses over one. You may believe part of one witness'
22 testimony and disbelieve the rest. You may believe part
23 of it and reject the remaining part of the same witness.
24 You may believe testimony of the witness' entirety or
25 disregard or reject the testimony of a witness in its

1 entirety. You may consider whether the witness had an
2 interest in the result of the trial, whether the witness
3 was prejudiced toward either the Plaintiff or the
4 Defendant, the opportunity the witness had to see or know
5 the things about which they testified. You may consider
6 the way the witness acted on the witness stand. Anything
7 in your common sense and good judgment in evaluating
8 credibility is okay for you to use in evaluating and
9 determining facts and credibility of the witness who
10 testified.

11 Now, during the trial I did instruct you also
12 additionally, there is an additional type of witness other
13 than a fact witness and that is an expert witness. An
14 expert witness is a person who is offered by one side or
15 the other who has certain speciality, training, education
16 and experience in some art, science or profession. That
17 witness, if so qualified, may offer an opinion as to the
18 subject to which they claim to be an expert. In this case
19 there were two witnesses offered as experts. There was
20 Ms. Cynthia Grimley who was qualified as an expert in the
21 field of vocational rehabilitation counseling and income
22 analysis. There was also Dr. Jim Ballenger who was
23 qualified in the field of psychiatry. You may consider
24 the expert's opinion given by this witness like any other
25 evidence and give it the weight you deem appropriate and

1 you think it deserves. Now, if you believe that an expert
2 witness opinion is not based upon sufficient education and
3 experience or if you decide that the reasons given in
4 support of the opinion are not sound or that the opinion
5 is outweighed by other evidence you may disregard the
6 opinion. An expert witness' opinion is to be given no
7 greater weight than that of a normal lay fact witness
8 simply because the witness is an expert. You do not have
9 to accept an expert's opinion even though it is not
10 controverted. You are engaged in believability and
11 credibility of all the witnesses and make the
12 determinations of fact in this case.

13 Now, this case was brought by a cause of action
14 called pleadings, the cause of action remains is the
15 breach of contract action brought by Dr. Crenshaw against
16 Erskine College. The other causes of action I ruled on
17 and they are no longer part of your consideration. Now,
18 Dr. Crenshaw claims a breach of contract which existed
19 between Erskine College. In order for him to recover for
20 the breach of contract he must prove this claim by a
21 preponderance or the greater weight of the evidence.
22 First, he must prove by a preponderance of the evidence
23 the existence of a binding contract. Now, a contract by
24 definition, is an agreement entered into by two or more
25 parties in which each party agrees to perform or not to

1 perform certain acts. It may be shown by words, written
2 or oral, or by conduct. However, a contract is more than
3 a mere exchange of promises. For the agreement to be
4 considered a contract the parties must have intended to
5 enter into the contract and must have reached a mutual
6 understanding of the terms of that contract. This is
7 sometimes called a meeting of the minds. So the parties
8 must intend to be mutually bound by the agreement.

9 After proving the contract the Plaintiff must then
10 show by a preponderance of the evidence that the Defendant
11 unjustifiably breached or broke one of its promises in the
12 contract. The word, breach, means failure without legal
13 excuse to perform any promise that forms the whole or part
14 of the contract. This includes the refusal of a party to
15 recognize the existence of the contract or by doing
16 something inconsistent with the existence of the contract.
17 A party breaches a contract when that party does not
18 perform as agreed upon under the contract by failing to
19 carry out a term, promise or condition of the contract.

20 Now, finally Dr. Crenshaw must prove by a
21 preponderance or the greater weight of the evidence that
22 he suffered damages which were proximately caused by the
23 Defendant's breach. The Plaintiff must prove damages also
24 by a preponderance of the evidence. And this doesn't mean
25 that Dr. Crenshaw must prove his damages to a mathematical

1 certainty or produce evidence of the exact amount of
2 damages suffered. However, the amount of damages suffered
3 cannot be left to guesswork or speculation. Evidence must
4 be presented by the Plaintiff, must be enough to allow you
5 to determine the amount of damages with reasonable
6 certainty and accuracy. I tell you that damages for a
7 breach of contract are those which may be fairly and
8 reasonably considered to arise naturally from the breach
9 of the contract itself or those that may reasonably
10 supposed to have been in the minds of the parties at the
11 time the contract was made. The Plaintiff may not recover
12 for damages for breach of contract unless the Plaintiff
13 shows that he has performed his part of the contract or at
14 least was ready, able and willing to perform at the
15 appropriate time.

16 I tell you also that actual damages are damages to
17 compensate the Plaintiff and put him as closely as
18 possible in the same position he was in before the breach.
19 Actual damages are the actual losses and expenses which
20 the Plaintiff suffered because of the Defendant's breach
21 in the contract.

22 Now, I tell you also the Plaintiff has a duty to
23 minimize his damages caused by the Defendant's breach.
24 The test is whether the Plaintiff has done what a
25 ordinarily prudent person would have done under like

1 circumstances. If the Plaintiff has used reasonable care
2 to reduce his losses the Plaintiff may recover the full
3 amount. If the Plaintiff has not done so then you would
4 reduce the damages accordingly. /

5 Now, Ms. Harris and other members of the jury, as
6 y'all prepare to retire to the jury room I wish to express
7 the importance that you have as jurors in this case and in
8 every case. It is my job, as the presiding Judge, every
9 person appearing in court receive fair and impartial
10 justice. Your verdict must be unanimous and I am
11 confident you will accept my instructions and go to the
12 jury room and understand the importance of your
13 responsibility of the unanimous verdict in following my
14 instructions. I am confident that you will go in there
15 and make determinations of fact, your result will be
16 unanimous and that your verdict will be just and fair for
17 both parties concern. Understand, I am not telling you
18 how to decide the case at all. Under the laws of South
19 Carolina I am not allowed to make determinations of fact.
20 It would be improper for me to try to suggest to you how
21 to determine facts. But your verdict should not be based
22 on sympathy, passion or prejudice towards any party or
23 emotion. You are only to consider the evidence offered,
24 the law as I have instructed in confining your
25 deliberations to such.

1 Now, those are my instructions. The lawyers and I
2 discussed them during that long break. I have had other
3 jury's tell me in the past and those instructions weren't
4 very long, believe it or not. I did read through them, I
5 am used to doing this. If you need additional
6 instructions or re-instructions I can provide those to you
7 on the law, easy to do. Now, generally what I like is for
8 the Foreperson to submit, I am telling y'all of this, but
9 I have to talk to the lawyers as to the sufficiency of my
10 instructions in a moment. But once y'all begin your
11 deliberations, you are kind of on your timeframe. If
12 y'all want a break immediately you can break. If you want
13 to work for thirty minutes and take a break, ten minutes
14 and take a break, it is up to you. As long as twelve of
15 you are in the room you can work on the case. If one of
16 you wants out, step out for fresh air you stop. You don't
17 have to ask me can we stop and take a break, it is up to
18 y'all because I will be here, the lawyers will be here.
19 Ms. Holston and I have to wait until y'all are done with
20 deliberations. The bailiffs will be here to help you. If
21 a question on the instructions comes up, the Judge really
22 read over that fast and what a breach of contract was and
23 what the definition of a contract was. Write me a note,
24 Judge, we would like instructions on the definition of. I
25 will be glad to either reinstruct you or send you a

1 summary of that portion of my instructions. Okay. Now,
2 remember I told y'all about the notepads. Some people
3 took notes, some people did not. There is no rule or
4 rhyme to that other than, those of you who took notes, do
5 not trump the hearing and recollection of those who
6 didn't. Your notes are your notes. And if y'all start
7 discussing testimony of whomever, I thought that witness
8 says that, they were parked outside the front of the
9 building. No, I remember them saying they were parked
10 outside the back of the building. Even though Ms. Holston
11 doesn't like me to tell you, she made a recording of this
12 and she can replay the testimony if you have a witness and
13 who it was and we can play it back and y'all can hear it a
14 second time because everything kind of happens fast during
15 the testimony. So y'all have that ability, even though
16 she doesn't have a very good speaker. But that is just
17 between us, okay. We can have it replayed. So, if you
18 need additional instructions, if you would like to hear
19 additional testimony or replay let me know. Now,
20 questions to the Court. Why didn't we hear from, not
21 before you, I can't tell you why she didn't come to
22 testify and it doesn't matter because we can't speculate
23 on that. Maybe she was unavailable. Her testimony is not
24 before you, it was not heard by us, it is not considered
25 by you. You are to consider the evidence received and

1 that is it. Okay. So, don't send me a note that says, we
2 would like to hear additional testimony or from her, you
3 can hear testimony replayed. A lot of jury's send notes
4 out, why didn't so and so testify. Not before you. You
5 get what you get. Now, I am going to send you to the jury
6 room. Let me show you the verdict form. The verdict form
7 is kind of simple. And I will show the lawyers also. It
8 is simple. Is there a breach and if so what are the
9 damages. Now, y'all can evaluate the testimony and the
10 evidence however you like. I don't want you to begin your
11 deliberations until we inventory all the exhibits which
12 were admitted and Ms. Holston has got a great record of
13 that. Whatever she says is in evidence is what y'all are
14 going to get. Until the lawyers go through and say, all
15 right, that is good, I won't send it back to you so it
16 will be a couple of minutes. Now, it may a great time
17 before you get all the exhibits and I find out whether the
18 lawyers want me to instruct you further to take a break
19 like right now. So, I am going to let y'all step in the
20 jury room or step outside. I am going to ask the lawyers
21 how were my instructions, how is the verdict form. They
22 may want something added to the verdict form so I may
23 modify it slightly. Y'all can step in the jury room, you
24 can't start the case until you get the evidence. Once you
25 get it you are on your time. All right. And the

1 alternate, as soon as they get the evidence I will pull
2 you out.

3 (Whereupon, the jury was excused from open court at
4 approximately 3:48 p.m.)

5 THE COURT: All right, now, comments on the
6 instructions, any exceptions or additions or suggestions
7 from either side.

8 MR. JAMISON TINSLEY: The only thing I have is, I
9 heard a charge on meeting of the minds. And this charge
10 book says, informal meeting of the minds between the
11 parties is irrelevant on the issue of whether the employee
12 handbook formed the basis for an employment contract
13 between the employer and employee.

14 THE COURT: I thought that was your entire
15 allegation, it was the terms and they are denied that and
16 I ruled against them.

17 MR. JAMISON TINSLEY: I am just saying a meeting of
18 the minds is the only thing I am saying. Not necessarily
19 required to create, it is a contract. I am not saying--

20 MR. KEIM: My position is, we are not putting any of
21 the stuff in like it is normally, at-will and you can have
22 a disclaimer. And, I mean, we have kind of, under the
23 Court's rule we are not submitting that to the jury. So,
24 we are assuming this is a contract. So those type of
25 things are--

1 MR. JAMISON TINSLEY: Yeah.

2 THE COURT: There was overwhelming testimony that a
3 tenured Professor had additional rights than a non-tenured
4 person or employee, over and over and over and over. That
5 was presented and there was very brief testimony as to the
6 disclaimer which was written too small and outside the
7 scope of the statute. So, I am going to leave that charge
8 alone.

9 MR. JAMISON TINSLEY: Okay.

10 THE COURT: What about the verdict form or about my
11 charges, either way, additionally.

12 MR. CLOSE: Your Honor, we request that an addition
13 be made for the fiduciary duty of an employee, duty of
14 loyalty to the employer considering the blog post and our
15 direct argument that that was a breach of that duty.

16 THE COURT: I am not going to do that. I am keeping
17 it simple. I understand your argument and you can make a
18 record of it but I am not going to instruct that.

19 MR. KEIM: On the verdict form, Your Honor, our only
20 request would be that we include an additional question as
21 to whether or not Plaintiff, well, William Crenshaw
22 fulfilled his obligations.

23 THE COURT: I have got no objection to that. We can
24 put that question in too.

25 MR. KEIM: And then you can change the yes, go to

1 question two. And it would simply be yes. I mean, it
2 wouldn't say, yes, go to three because they have got to
3 give a two. And then, anyway, I would like to get that in
4 there.

5 THE COURT: I thought about putting it in there.
6 Maybe it would be simple to not.

7 MR. KEIM: What was that?

8 THE COURT: I thought about that and I had it in my
9 mind. What about this, what if we put, did he breach it,
10 yes or no. Take the instructions out, did the Plaintiff
11 breach, yes or no. Damages and don't have go to this
12 question, go to that question. Just have three questions,
13 breach, breach, damages. Yes/no to each.

14 MR. KEIM: I am fine with it, Your Honor.

15 MR. JAMISON TINSLEY: The only issue is what happens
16 if they say yes, yes and then the damages.

17 THE COURT: My belief would then be, that would be
18 the jury determining mitigation responsibilities. I mean,
19 it is going to be six this way and a half dozen of
20 another. Did the college breach, did the Plaintiff
21 breach. I want, did the Plaintiff breach first. So, Dr.
22 Crenshaw, college, damages. Dr. Crenshaw breach its
23 obligations under the agreement, did the college breach
24 its obligations and damages.

25 MR. KEIM: That is all I have.

1 THE COURT: Y'all check the exhibits. Once I hand
2 them the exhibits and amended verdict form then they can
3 start deliberating.

4 (Whereupon, the jury started deliberations at
5 approximately 4:05 p.m.)

6 (Whereupon, the alternate was excused from the trial
7 of the case.)

8 (Whereupon, a jury note in at approximately 4:51 p.m.
9 for a copy of jury instructions.)

10 THE COURT: I have a question that they want a copy
11 of my instructions.

12 MR. KEIM: Okay.

13 THE COURT: I am inclined to do it. We will wait on
14 Jamison to get back. As soon as he comes back in we will
15 send them in.

16 MR. JAMISON TINSLEY: Okay, no objection, Your Honor.

17 (Whereupon, a copy of the instructions given to the
18 jury at approximately 4:55 p.m.)

19 (Whereupon, deliberations continued.)

20 (Whereupon, Courts Exhibit 1 was marked for
21 identification only.)

22 THE COURT: I have a jury note which is exhibit
23 number 2.

24 After consulting with the attorneys I have decided to
25 return an instruction that says, your awarding damages

1 should be in an amount of money which you believe the
2 evidence shows consistent with my jury instructions.
3 Jackie is writing a response so they will have it. Here
4 is my suggestion, that we return a note to them. Return
5 an award of damages which you determine was proven
6 consistent with my jury instructions.

7 MR. JAMISON TINSLEY: That is fine.

8 MR. KEIM: That is fine, Your Honor.

9 (Whereupon, Courts Exhibit 2 was marked for
10 identification only.)

11 (Whereupon, Court's Exhibit 3 was marked for
12 identification only.)

13 (Whereupon, deliberations continued.)

14 THE COURT: The last note the jury sent out was that
15 they have reached a verdict. So, let's bring them in.

16 (Whereupon, the jury came into open court with the
17 verdict at approximately 6:15 p.m.)

18 (Whereupon, Court's Exhibit 4 was marked for
19 identification only.)

20 THE COURT: Ma'am, have y'all reached a verdict?

21 FOREPERSON: Yes sir, we have.

22 THE COURT: Was it unanimous?

23 FOREPERSON: Yes, it was.

24 THE COURT: Okay, let's hand it to the bailiff and
25 will hand it to me. All right, Madam Clerk.

1 CLERK OF COURT: State of South Carolina, County of
2 Abbeville, case number 2012-CP-01-158. William Crenshaw
3 versus Erskine College. Number one, did Dr. William
4 Crenshaw breach his obligation under the agreement. No.

5 Number two, did Erskine College breach its obligation
6 under the agreement. Yes.

7 Number three. Please state the amount of damages, if
8 any, sustained for this breach. \$600,000.00 dollars.
9 June 11th, 2015. Monean Harris, Foreperson of the jury.
10 Madame Forelady and ladies and gentlemen of the jury, is
11 this your verdict, so say you all. Please signify by
12 raising your right hands.

13 (Whereupon, all jurors raised their hands.)

14 THE COURT: Any further issues for the jury?

15 MR. KEIM: None from the Defendant, Your Honor.

16 THE COURT: All right, Ms. Harris, y'all are done. I
17 normally take y'all back and talk to you but it is a
18 little bit late. You are done and need not come back and
19 you have my humble thanks for listening and finding a
20 verdict in this case. Thank you.

21 (Whereupon, the jury was excused from open court at
22 approximately 6:17 p.m.)

23 THE COURT: Mr. Keim, would you like a few days to
24 file a post-trial motion?

25 MR. KEIM: I am fine. If you would like for me to

1 take a few days. It is up to you.

2 THE COURT: Take a few days and submit it in writing
3 and then I will rule on it.

4 MR. KEIM: All right.

5 MR. ROBERT TINSLEY: Would we be able to respond to
6 them, Your Honor?

7 THE COURT: Oh, yes. I will give ample time for you
8 to respond and I will make my ruling.

9 MR. ROBERT TINSLEY: Thank you, Your Honor.

10 MR. KEIM: A week, Your Honor.

11 THE COURT: If you need ten days you get ten days.

12 MR. KEIM: Thank you.

13 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

State of South Carolina)
)
County of Newberry)

I, Joy E. Holston, Official Court Reporter for the
Eighth Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete transcript of record of the proceedings had and
evidence introduced in the trial of the captioned case,
relative to appeal, in the County of Abbeville, South
Carolina on the 11th day of June, 2015.

I do further certify that I am neither of kin,
counsel nor interest to any party hereto.

December 12, 2015

Joy E. Holston

Joy E. Holston, Court Reporter

My Commission expires: March 13, 2016

State of South Carolina)
County of Abbeville) Court of Common Pleas
) 2012-CP-01-00158

William Crenshaw)
 vs.) Transcript of Record
)
Erskine College and David A.)
Norman)
 DEFENDANT)

July 9, 2015
Greenwood, South Carolina

B E F O R E:

Honorable Eugene C. Griffith, Jr., Judge

A P P E A R A N C E S:

Robert J. Tinsley, Sr., Esq.
R. Jamison Tinsley, Jr., Esq.
Attorneys for the Plaintiff

Thomas H. Keim, Jr., Esq.
Leland Grant Close, III, Esq.
Attorneys for the Defendant

Joy E. Holston
Official Court Reporter

1 THE COURT: Are you ready to go, gentlemen?

2 MR. ROBERT TINSLEY: Yes, sir.

3 MR. CLOSE: Yes, sir.

4 THE COURT: Mr. Keim, this is your motion.

5 MR. KEIM: Yes sir, Your Honor. Before we get
6 started I wanted to be sure Your Honor had a copy of our
7 motion and the exhibits that we filed.

8 THE COURT: I did, I do.

9 MR. KEIM: Your Honor, this is our motion for a JNOV,
10 in the alternative for a new trial remittitur. And the
11 crux of this case is based on the Erskine College Faculty
12 Manual alleged to be a contract. The termination
13 provisions for tenured faculty appointments is on page 35
14 and 36, those are the key pages of the faculty handbook of
15 the contract. And our argument simply is, Your Honor,
16 that we followed those proceedings to the letter. We did
17 everything in those sections that we were obligated to do
18 and Dr. Crenshaw did not. Specifically we engaged in the
19 preliminary proceedings as stated at the bottom of page 35
20 of the faculty manual by having a meeting between the
21 President of the college and Dr. Crenshaw on August 6th,
22 2011 in an effort to resolve the matter in private. The
23 matter was not resolved by mutual consent. Also as
24 provided in the preliminary proceedings, if it is not
25 resolved by mutual consent the President will formulate a

1 statement describing the grounds for dismissal. The
2 President of the college did that, that is defendant's
3 exhibit 16 in a letter dated August 12th, 2011. As part
4 of that statement, under, on page 36, item number 2,
5 formal proceedings. The President is required to
6 formulate a statement describing the grounds for
7 dismissal, also to provide the tenured faculty member in
8 writing, notice of the dismissal and the grounds for it.
9 On page 1 and 2, defendant's exhibit 16, President's
10 letter to Dr. Crenshaw. That information is provided.
11 There is no dispute in the record that that was provided.
12 That same section of the manual requires that the
13 President advised Dr. Crenshaw of his right to a hearing
14 before a faculty committee and that he must indicate the
15 time and place of the hearing. Again, at the top of page
16 2, the President's letter to Dr. Crenshaw, it provides a
17 date, time and location of the hearing. It also advises
18 Dr. Crenshaw that as stated in the faculty handbook, you
19 will reply to this letter in writing stating whether this
20 hearing is desired. This reply shall be not less than two
21 weeks before the date set for the hearing. And that
22 language is taken specifically from section 2, formal
23 proceedings of the faculty handbook. It is undisputed
24 that Dr. Crenshaw, through the date of trial and through
25 today's date has never made a request for a hearing.

1 Therefore, Your Honor, our argument is simply that Dr.
2 Crenshaw did not fulfill his obligations under the
3 contract to request a hearing and that he was required to
4 do so. We would draw Your Honor's attention to emphasize
5 this point to the last sentence of the letter that the
6 President sent to Dr. Crenshaw. That sentence says,
7 "Therefore, my decision, meaning the President's decision,
8 is to seek your termination in accordance with the
9 procedure outlined above." So, it was clear from the
10 letter, from the contract that Dr. Crenshaw had an
11 obligation to request a hearing. And it is undisputed
12 that he failed to do so. Our argument that his inaction
13 constitute a breach of the agreement relieving us of any
14 further obligations thereunder. I will be happy to answer
15 any questions you may have.

16 THE COURT: Mr. Tinsley.

17 MR. JAMISON TINSLEY: Thank you, Your Honor. May it
18 please the Court. Clearly, I mean, I know the Court knows
19 the standard for JNOV, that there be, that if there is
20 evidence to support the jury verdict, and an inference is
21 drawn therefrom that the verdict be upheld and we feel
22 there is evidence to support the jury's verdict here. The
23 jury was asked specifically, did Dr. Crenshaw violate his
24 obligations under the agreement at the defendant's request
25 and the jury came back with a no. There is various

1 reasons, explanations that the jury could have reasonably
2 believed based off the evidence as to why he didn't ask
3 for this hearing. The hearing, this letter was sent to
4 him sometime during the day on Friday, the 12th of August.
5 And the response was due by 9:00 o'clock Monday morning.
6 So it was rushed. Also, the fact that they were still in
7 stage one negotiations as evidenced by an email sent from
8 Dr. Norman to Dr. Crenshaw the day before saying he still
9 had fourteen or fifteen days to decide on the offer that
10 was on the table. Also, there is an ambiguity in the
11 letter itself from Dr. Norman to Dr. Crenshaw that does
12 state, as Mr. Keim said, about sending a request for a
13 hearing. But before that it says the hearing will be held
14 August 29th unless you waive it. I think it is reasonable
15 to believe that at that point the hearing is set unless he
16 does something affirmatively to waive the hearing or
17 cancel the hearing. Nothing like that happened in this
18 case. And I just ^Wharden back to there is no adequate
19 cause as required under the handbook to terminate a
20 tenured professor. And we believe the jury has spoken and
21 there is evidence to support that. And the other question
22 the jury was asked was did Erskine violate its obligations
23 and given the no adequate cause they answered yes. So, we
24 think the jury has spoken and there is evidence to support
25 it and we would ask the Court to enter judgment in its

1 accordance with the jury's verdict. Thank you, Your
2 Honor.

3 THE COURT: I reviewed my notes of the facts, both
4 memoranda. And I had very concerns, I mean I talked to
5 y'all in-chambers about my concern about the lack of the
6 hearing. The hearing was set, there was no, no
7 communication at all back to the college. The President
8 even testified that he went to the hearing location and
9 sat there all morning and nothing happened. And that,
10 those facts were not controverted in any way, they were
11 consistent. The statement for grounds of dismissal was
12 noticed to the employee of a hearing, let us know back if
13 a hearing is necessary, desired. No response at all. No
14 appearance at all. And I think that fact is missing. And
15 I think it is appropriate that I grant a new trial as
16 requested. That is what I am going to do.

17 MR. KEIM: You are granting it?

18 THE COURT: I am going to grant you a new trial.

19 MR. KEIM: A new trial?

20 THE COURT: Yes.

21 MR. KEIM: Thank you, Your Honor.

22 THE COURT: Prepare me a brief order.

23 MR. ROBERT TINSLEY: Note our objection, Your Honor.

24 THE COURT: All right, I note your objection. But I
25 told y'all that beforehand and I don't expect it to be

1 popular with you and it wouldn't be with me. But this
2 isn't something that I dreamt up this morning.

3 MR. ROBERT TINSLEY: The jury was asked the
4 questions.

5 THE COURT: I got your argument.

6 MR. ROBERT TINSLEY: They answered them and they were
7 presented to them. Great deference is given to those
8 answers.

9 THE COURT: And understanding the facts that I heard
10 I think it is my responsibility to grant a new trial.
11 That is what I am doing.

12 MR. ROBERT TINSLEY: I think you are confusing the
13 procedure that Erskine violated.

14 THE COURT: No sir, I am not.

15 MR. ROBERT TINSLEY: I think you are but that is my
16 position.

17 THE COURT: Y'all have got a right to appeal me.

18 MR. ROBERT TINSLEY: We certainly are going to
19 appeal.

20 THE COURT: Well, I mean, that is my decision and I
21 wish both of you luck. I hope this matter can get
22 resolved but that is what I am going to do.

23 MR. KEIM: Thank you, Your Honor, appreciate it.

24 THE COURT: All right.

25 *** END OF REQUESTED TRANSCRIPT OF RECORD ***

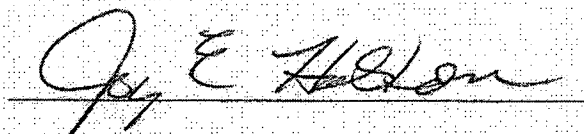
1 CERTIFICATE OF REPORTER
2
3

4 State of South Carolina)
5 County of Newberry)
6
7

8 I, Joy E. Holston, Official Court Reporter for the
9 Eighth Judicial Circuit of the State of South Carolina, do
10 hereby certify that the foregoing is a true, accurate and
11 complete transcript of record of the proceedings had and
12 evidence introduced in the trial of the captioned case,
13 relative to appeal, in the County of Abbeville, South
14 Carolina on the 9th day of July, 2015.

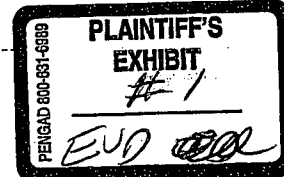
15 I do further certify that I am neither of kin,
16 counsel nor interest to any party hereto.
17
18

19 July 14, 2015
20

21 
22

23 Joy E. Holston, Court Reporter
24

25 My Commission expires: March 13, 2016

**ERSKINE**
COLLEGEForever Connected
CHRIST | LEARNING | LIFE

1 October 2010

Adam Weyer, Asst. Professor of Athletic Training
Mark Peeler, Athletic Director
Gid Alston, Chair, Department of Health and Human Performance
Campus Mail

Adam, Mark, and Gid,

Our Non-discrimination Coordinator, Tracy Spires, has forwarded to me your respective grievance petitions against Professor Bill Crenshaw. Tracy has also copied me on her response to each of you that she finds no indication of sexual harassment, sexual assault, or discrimination in these grievances. Therefore, following procedures detailed in the Employee Resource Manual (Grievances and Appeals section, E-7), she has sent your cases to me as Adam and Gid's immediate supervisor.

If you still wish to pursue these cases, please file your respective petitions with the Grievance Committee, part of whose charge is "to mediate in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution" (College Faculty Manual, 60). Unfortunately, your petitions seem to fall squarely within that part of the Grievance Committee's charge.

Dr. Crenshaw is a member of the Grievance Committee, so if these cases are pursued there, I assume that he will recuse himself.

Respectfully,

A handwritten signature in cursive script, appearing to read "N. Bradley Christie".

N. Bradley Christie
Interim Vice President and Dean of the College

cc: Bill Crenshaw, Dorn Reeder Professor of English
Tracy Spires, Non-Discrimination Coordinator
Dr. David Norman, President

Faculty Committees



I. Standing Committees

A. Grievance Committee

The Grievance Committee shall consist of six members from the College faculty. Election to this committee is open to any faculty member who holds no administrative office. At least four of the members of this committee shall have tenure. All shall serve two-year terms. The College faculty shall elect three members at its regularly scheduled faculty meeting in May and at least two of these shall have tenure. The duties of the Committee shall be as follows:

1. To act as a mediator in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution. These cases may be brought before the committee by an interested faculty member or by an administrator.
2. To hear appeals from candidates for tenure who feel that proper procedure was not followed in the evaluation process. The committee will rule only on procedural matters, and not on the eligibility or qualifications of the candidate.
3. To hear appeals in cases of sanctions against a faculty member, other than dismissal. This committee will have the authority to recommend removal of sanctions. Should the administration fail to act in accord with the recommendations to remove sanctions, the Committee on Academic Affairs of the Board of Trustees will review these actions automatically and announce a ruling by which all parties will be bound.
4. To hear appeals of termination of faculty appointment for medical reasons. The committee will make its recommendations to the President.
5. The Grievance Committee shall serve as a hearing committee at the request of any tenured faculty member who has been prematurely dismissed or whose letter of appointment has not been renewed. In these cases, the committee will determine whether basic rights, such as academic freedom, have been respected. The committee will act on procedural matters only, not on professional qualifications. It will determine whether the decision for pre-mature dismissal or non-renewal was conscientiously arrived at after consideration of all available and relevant information, and whether the decision was a bona fide exercise of professional academic judgment. The committee will make its recommendations to the President and to the faculty member involved.

B. Curriculum Committee

The Curriculum Committee is a faculty committee with the entire membership *ex officio*, as follows: Department Heads, Registrar and Winter Term Director, Librarian, the Vice President and Dean of the College, Chair of the Erskine Seminar, and two students appointed by the SGA. The Curriculum Committee shall review continually the current course offerings, study and discuss trends in curriculum development, and initiate proposals to the Faculty for new curricular programs and new areas of study. The Curriculum Committee shall recommend to the faculty all course changes at Erskine College. The Committee shall serve the faculty by approving or disapproving proposals to eliminate courses, to add or eliminate majors or minors or programs, to change the requirements in a major or minor or general education requirement, and to add or eliminate departments. Proposals adopted by this Committee shall be presented to the faculty for approval. The Curriculum Committee should approve any substitute of a Winter Term course for a major course or a basic curriculum requirement [adopted May 1, 1991].

The Committee also has the responsibility of advising the administration when additions or deletions of faculty positions are proposed.

C. Tenure Committee

The College Tenure Committee shall consist of six College faculty members. All shall serve three year terms. Election to this committee is open to any tenured faculty member who holds no



Meeting of the Grievance Committee
Thursday, October 14, 2010 11:00 am DMSC 221

1) Call to order at 11:01

Present: Bill Crenshaw, Brooks Kuykendall, George Schwab, Dale Smith, John Showalter, Howard Thomas.

2) Opening Prayer (Dr. George Schwab)

3) Adoption of Agenda: Adopted

4) Appointment of a secretary: Brooks Kuykendall

5) Chairman's statement: Dr. Thomas read the relevant portion of the charge of the Grievance Committee. He emphasized that our task is to mediate between the parties. He proposed that we formulate a mediation plan, according to our charge. If that doesn't work, we report that to the academic office and withdraw.

6) Other statements regarding this proposal:

Dr. Crenshaw stated that his attorney Robert Kinsley (absent because of General Sessions in Greenwood this morning) had authorized him to make the following statements:

He saw an emergency situation. He slandered no one.

A copy of the process and of the minutes will go to the attorney.

It is the intention of the attorney to appear at our meetings, should they continue.

We are to be aware that other documents may be subject to subpoena.

Dr. Showalter commented that it is frustrating to have no institutional structure or instruction on how to accomplish our task.

Prof. Smith bemoaned that there is no immediate history of a similar case to refer to.

7) Opportunity for committee members to recuse themselves:

Joan Little had recused herself already. Dr. Thomas read from her e-mail that "she does not believe that this is an issue that can be or should be submitted for mediation by the grievance committee."

Due to a conflict of interest, Dr. Crenshaw recused himself voluntarily, and withdrew his earlier e-mail request that Dr. Thomas recuse himself.

8) Development of a mediation plan.

Dr. Thomas read Dr. Little's statement in full about her absence and self-recusal. She points out multiple issues—Sept. 24 incident and accusations of slander—and these are not within the scope of our charge.

Discussion highlights: We are here as colleagues to make reconciliation. Involving an attorney escalates it beyond the collegial level at which our committee operates. Our charge is limited to bring about collegial mediation between peers; in our opinion the

involvement of external legal counsel takes this above a peer negotiation that we would be able to attempt, and thus exceeds our role.

Motion: As our discussions have failed to formulate a workable mediation plan, that we return to the academic office the grievances filed by Prof. Weyer, Mr. Peeler, and Dr. Alston against Dr. Crenshaw.

PASSED

9) Adjourned at 11:35

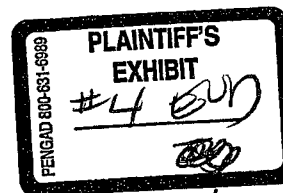
Respectfully submitted,

Brooks Kuykendall

MINUTES CORRECTED and APPROVED immediately following the meeting.

ERSKINE
COLLEGE
Due West, South Carolina, 29639

ROA 809



May 12, 2011

Dr. James Hering,
Erskine Seminary

Dear Dr. Hering:

Please find attached the final report of the Grievance Committee relating to your grievance filed with the Committee on March 17, 2011

We appreciate you bringing this important matter to our attention.

Sincerely,

Howard Thomas, Chair
Grievance Committee, 2010-2011

Copies of this report and this cover letter have been sent to:

Dr. David Norman, President, Erskine College and Seminary
Mr. Scott Mitchell, Chairman, Erskine Board of Trustees
Dr. Loyd Melton, Chair, Seminary Tenure Committee
Dr. Steve Lowe, Interim Vice President of the Seminary
Dr. Robbie Bell, Dean of the Seminary

In addition, Mr. Mitchell received copies of our correspondence with the President; a recording of the March 7, 2011 seminary faculty meeting; minutes of the seminary faculty meetings of November 2, 2009, October 4, 2010, and March 7, 2011; and a copy of "Tenure at Erskine Theological Seminary, approved by the Faculty, November 2, 2009."

May 12, 2011

Final Report on the Grievance Submitted by Dr. James Hering

On March 17, 2011, Dr. James P. Hering filed a grievance that his tenure application was denied despite the fact that “our tenure application process was followed as clearly prescribed” and that “Dr. Norman felt that the application itself was strong.” In support of his decision to deny tenure, President Norman had cited rumors regarding the seminary tenure process. Dr. Hering noted particular remarks made by President Norman during the March 7, 2011, meeting of the seminary faculty. The Grievance Committee has investigated Dr. Hering’s complaint—reviewing a complete recording of that meeting and consulting with those involved in the processing of Dr. Hering’s tenure application, including the President. All the evidence that the Grievance Committee has examined supports Dr. Hering’s grievance.

I. Seminary Tenure Process

On November 2, 2009, the *seminary faculty approved the current seminary tenure process.*¹ The minutes of this meeting record: “[t]he committee will consist of four people serving three-year terms: one representative from each department as appointed by the dean and one at-large member as appointed by the faculty.” The minutes of the October 4, 2010, seminary faculty meeting record the formation of the current seminary tenure committee. No objections to the tenure process were raised before the seminary faculty until the President reported at the March 2011 faculty meeting that he was hearing “rumors” about “stacking” the seminary tenure committee and “bullying.”

In his letter of April 22, 2011, to the Grievance Committee, Dr. Loyd Melton, chair of the seminary tenure committee, stated, “... we followed our own procedure very carefully.” Moreover, in his letter of May 6, 2011, to the Grievance Committee, President Norman stated, “I am confident, however, that Erskine’s published procedure has been followed.”

The Grievance Committee’s conclusion is that the seminary tenure process was, indeed, followed, but only up to a point. The President’s assertion that “Erskine’s published procedure has been followed” does not include his own actions as part of that procedure. The Grievance Committee has found that the President’s actions are precisely those that corrupted the process, as described below.

II. Rumors and Rumormongers

At the March seminary faculty meeting, the President raised questions about the seminary tenure application process in the case of Dr. Hering. The President remarked, “I can’t tell you how

¹ Italics in this document indicate points the Grievance Committee wishes particularly to emphasize.

many e-mails I've received about this."² When asked about the content of the e-mails, the President replied "... it's not even an accusation—it's a rumor."³ The President has subsequently declined to identify the source of the e-mails or the nature of the rumor to the Grievance Committee.

Regarding the President's report of anonymous complaints about the seminary tenure process, the Grievance Committee has drawn the following conclusions:

1. These complaints about the seminary tenure process should have been raised at the time when this process was put to a vote (November 2, 2009). One year allowed adequate time for objections to be raised so that the tenure process could have been reviewed without compromising a current tenure application.
2. The timing of the complaints coincided with the last step of Dr. Hering's tenure application. The effect of this timing has been to undermine Dr. Hering's tenure application by associating it with an allegedly flawed process.
3. Critics have raised complaints as anonymous rumors or e-mails, seeking to affect the outcome of the tenure application through secretive influence over the President in violation of the seminary tenure process.
4. Instead of protecting the integrity of the tenure process, the President is protecting the identity of the source of these rumors. Consequently, any Erskine professor is now vulnerable to having his or her career anonymously undermined by any malicious person with access to the President.

III. The President's Subsequent Actions

The Grievance Committee has found that the President's actions regarding Dr. Hering's tenure application have corrupted the tenure process in the following ways:

1. The President's discussion of Dr. Hering's pending tenure case in an open seminary faculty meeting was itself a violation of strict adherence to the tenure process.
2. In addition, the President attempted to poll the seminary faculty on the question "Are you confident that the tenure committee, *in this case*, represents you?"⁴ The identification of

² On the recording of the meeting, this statement occurs at 0:06:20. All further timings cited refer to this recording.

³ 0:08:28.

⁴ 0:08:12.

complaints about the Seminary tenure process specifically with Dr. Hering's application is inappropriate and unjust.

3. When the seminary faculty refused an open poll, the President characterized the faculty as "dysfunctional,"⁵ so much so that he said, "I'm not a hundred percent convinced that if we received a hundred percent faculty hand vote that I would still have a hundred percent confidence in the procedure."⁶ Such a judgment reveals the President's lack of respect for the very faculty from whom he was seeking input and for the integrity of the tenure process.
4. Following this attempt, the President solicited private communiqués from faculty about any institutional factors he ought to consider regarding the case, saying these might remain anonymous.⁷ Moreover, he ostensibly had not yet decided that tenure should not be granted in this case, as he asked particularly for responses about whether granting or not granting tenure might strengthen or weaken the institution at this moment.⁸ Such a request is a violation of the seminary tenure process.
5. Following his inappropriate actions at the March seminary faculty meeting, the President has subsequently shifted his concern from an allegedly flawed seminary tenure process to unspecified "institutional factors." The recording of the March 7, 2011, seminary faculty meeting, however, gives no indication of concern for the institutional factors to which the President now refers. This change in the President's argument gives weight to Dr. Hering's grievance that his tenure application was wrongly undermined.
6. While the President has stated that he has no obligation to specify these institutional factors, it is clear that *at least one of these factors involves the seminary tenure policy*. This conclusion can be drawn from two remarks made by the President in his May 6, 2011, letter to the Grievance Committee: 1) "Since my last letter I have been given reason to hope that the tenure process review for the seminary will be complete by September 2011"; and 2) "I am also aware that the Board intends to conduct its own discussion over the next year." In fact, the President's letter of April 27, 2011, discussed below, asserts that the current process is still in force.

On the basis of the above actions of the President, the Grievance Committee supports Dr. Herings's contention that actions outside of the tenure process have undermined his application.

⁵ 0:28:04.

⁶ 0:27:43.

⁷ 0:43:12.

⁸ 0:44:18.

IV. Changing Tenure Process

The Grievance Committee perceives a larger issue for any tenure case that would delay or deny tenure to someone who has spent years serving this institution under one set of tenure rules, only to learn late in the process of his or her application that those rules are under review and subject to change.

Moreover, in the Hering case, the President has been inconsistent in his statements concerning which tenure policy—the current one or a future one—should apply to Dr. Hering's application. In his letter of April 27, 2011, the President states: "... it is my full intention that we strictly adhere to our tenure application process. Although this process is under review, *our adherence to current policy is not contingent upon the progress that we are making in its review....*" Nevertheless, the President states in his May 6, 2011, letter: "Since my last letter, I have been given reason to hope that the tenure process review for the seminary will be complete by September 2011. I also am aware that the Board intends to conduct its own discussion over the next year. I am sorry that I cannot provide any more details, but I do not have those details myself. It is my sincere hope that we will be in a better position for me to look favorably upon [Dr. Hering's] request next year." The clear contradiction between the President's two statements lends credibility and weight to Dr. Hering's grievance.

Conclusion

The concerns of the Grievance Committee go well beyond the immediate case affecting Dr. Hering. The multiple violations of the tenure process in Dr. Hering's case, if not addressed, will have a demoralizing effect on current faculty and will impede the institution's ability to attract new faculty. Moreover, the evidence we see can only confirm SACS's concerns about undue external influence in Erskine's governance. The Grievance Committee asserts that the proper handling of tenure is a preeminent institutional factor that characterizes the integrity of Erskine College and Seminary.

Respectfully submitted,

Grievance Committee, 2010-2011

Dr. Howard Thomas (Chair)

Dr. John Showalter (Vice Chair)

Dr. Brooks Kuykendall (Recorder)

Dr. Bill Crenshaw

Dr. Joan Little

Rev. Dr. George Schwab

Prof. Dale Smith



The Board of Trustees of

Orskine College

is pleased to present this

SCROLL OF RECOGNITION

to

**William Bryan
Crenshaw**

on the occasion of his being named the

**Horn-Reeder
Professor of English**

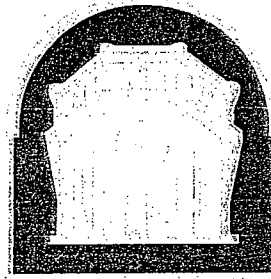
Due West, South Carolina
30 November 1987

Wm. Bruce Ezell
President

W. Knight
Dean of the College

[Signature]
Chairman

The College Faculty Manual



ERSKINE
C O L L E G E

Forever Connected
CHRIST | LEARNING | LIFE

Revised August 31, 2009

This manual describes some of the normal policies and procedures for Erskine College faculty (in and outside of the classroom), which are presented as faculty guidelines. This manual replaces any and all prior versions of the *College Faculty Manual* distributed to faculty in their entirety. Should there be a discrepancy in language or content between the *College Faculty Manual* (applicable to College faculty) and the *Employee Resource Handbook* (applicable to all employees, College and Seminary), the overriding document will be the *Employee Resource Handbook*. The issuance of this manual, the *Employee Resource Handbook*, and/or the policies and language contained therein do not create a contract of employment, expressed or implied, between Erskine and any employee. In the event that any mandatory language appears in this manual, the terms of this disclaimer shall take precedence over any such apparently mandatory language, so that no contract is created.

The responsibility for creating a climate of freedom is shared by the Board of Trustees, the College administration, the faculty, and the student body. This climate is maintained only through the conscientious exercise of that freedom.

Rank and Tenure Criteria

Instructor

To be eligible for this rank one should have the master's degree or its equivalent or a bachelor's degree plus substantial additional graduate study. The Instructor has limited college teaching experience and/or limited teaching and departmental responsibilities.

An Instructor is not eligible for tenure.

Assistant Professor

To be eligible for this rank one should have strong potential for development as a professor and scholar. The Assistant Professor should have earned the Ph.D., its equivalent, or the completion of most of the requirements for the doctorate, with limited teaching experience. Professors with the master's degree and considerable experience may also be ranked as Assistant Professor.

An Assistant Professor may be granted tenure after four years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Associate Professor

To be eligible for this rank one should have a record of effective performance over a reasonable period of time (five years experience as a Ph.D., at least ten years as M.A., or an appropriate combination of the two). Special achievements in teaching, scholarship, research, creativity in the arts, and departmental and administrative duties may vary these requirements.

An Associate Professor may be granted tenure after three years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Professor

To be eligible for the rank of Professor one must have a record of outstanding performance as a faculty member. One is expected to have earned doctorate and at least nine years of experience, most with a doctorate. These requirements may be varied by special achievements.

A Professor may be granted tenure after two years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Tenure

Academic tenure provides for continuous appointment of a faculty member to a designated teaching position. Except for retirement, resignation, or disability, the services of a faculty member with tenure are to be terminated only for adequate cause (as specified below in Termination of Tenured Faculty Appointments), upon the discontinuation of a program or department, or because of bona fide financial distress of the College.

Tenure, through its guarantee of reasonable employment security, helps to ensure academic freedom to the faculty, both individually and collectively. Responsible and active exercise of academic freedom is incumbent on all faculty, and tenured faculty have a special responsibility to see that the rights of other members of the academic community are not abridged.

Tenure is awarded by the President of the College, acting upon the recommendations of the faculty Tenure Committee and the appropriate academic vice president. Recommendations for conferring tenure are based on clearly demonstrated excellence of service in and dedication to the institution.

institution. The President may also take into consideration institutional factors such as the long range needs of the College.

Erskine has no system of quotas for tenured positions, either for the institution as a whole or for divisions and departments within the institution. The College administration, in cooperation with the faculties or their representatives, is expected to plan faculty growth and development to provide for a creative mix of junior and senior faculty and to avoid abnormally small or large percentages of tenured faculty.

Tenured faculty who assume administrative positions may retain tenure if they also maintain faculty status. Under ordinary circumstances an administrator with tenured faculty status will return to full-time teaching only when an appropriate position is available. When in extraordinary circumstances a faculty member's appointment is terminated to allow for the return to full-time teaching of an administrator with tenure faculty status, the College administration will make every effort to place the affected faculty member in another suitable position in the College.

Eligibility

Only full-time teaching faculty are ordinarily eligible for tenure. Tenure may be granted in special circumstances to regular part-time faculty whose length and excellence of service qualify them. It must be made especially clear in such instances that the designated position for which tenure is granted is part-time. Movement from part-time to full-time status depends on the availability of appropriate positions in accord with the needs of the College.

An instructor is not eligible for tenure. An Assistant Professor, an Associate Professor, or a Professor may be granted tenure after seven years full-time teaching¹ experience at institutions of higher learning if the candidate has taught at Erskine for four years as an Assistant Professor, three years as an Associate Professor, or two years as a Professor. One year of sabbatical leave may count toward the fulfillment of the residency requirement. Residency requirements may be modified for persons having tenure at other institutions prior to appointment at Erskine or, in extraordinary cases, for persons with exceptional qualifications.

Although Erskine does not follow an up-or-out tenure policy, teaching time in non-tenured status is regarded as probationary, with movement towards tenured status regarded as the norm, except for special term appointments and reappointments of retired faculty. Part-time teaching will be credited, on a proportional basis in relation to full teaching loads, towards up to one-third of the probationary time required before tenure may be conferred.

Procedure

The tenure-progress review is intended to identify strengths and weaknesses in terms of a faculty member's progress toward the official tenure review, thus assisting each faculty member in determining progress.

This "mid-term" review is scheduled in the spring of the fourth year for candidates who are on the normal seven-year track (hired with no previous full-time teaching experience) and in the spring of the second year for those on the accelerated four-year track (hired with three or more previous years of full-time teaching experience and/or having been awarded tenure at another institution).

Formal application for tenure is made in writing to the faculty Tenure Committee by the candidate by October 1 of each academic year.

¹ "Full-time" teaching means that the individual was included as a full-time faculty member in the information provided to the Integrated Postsecondary Education Data System and assumes that the individual taught a full load of courses, advised students, served on committees, and carried out other duties of a full-time faculty member.

After receiving an application for tenure and having the fulfillment of residency requirements certified by the academic vice president, the Tenure Committee will solicit written statements from the candidate, the candidate's departmental chairperson, and the appropriate academic vice president. The office of the academic vice president will supply records of the candidate's student and, if available, peer evaluations (in the formats approved by the appropriate faculty). The candidate may appear before the Committee.

The criteria used by the Tenure Committee to evaluate a candidate for tenure are teaching effectiveness, scholarly or artistic achievement, and service to Erskine, Church, and community.

The Committee will summarize the evidence presented to it and make a recommendation based on a 2/3 majority of voting committee members (at least six members must be present to conduct a vote) as to the granting or withholding of tenure. The report will go to the appropriate vice president, who will add a recommendation and forward the report to the President.

The President, after considering the report of the Tenure Committee and the recommendation of the vice president, will make a decision whether to grant tenure and will communicate the decision to the candidate.

If the President does not grant tenure, his communication may include reasons for the decision. If tenure is not granted, the candidate may reapply the following year.

Appeals

If the candidate believes that proper procedure was not followed in the evaluation process, appeal may be made to the faculty Grievance Committee. This Committee will rule only on procedural matters and not on the eligibility or qualifications of the candidate.

If the candidate believes that a prejudicial judgment was made about his qualifications, he may appeal to the Board of Trustees, and may be represented by counsel.

Termination of Tenured Faculty Appointments

Grounds for the dismissal of a tenured faculty member are personal conduct which substantially impairs the individual's fulfillment of institutional responsibilities, personal conduct which violates the moral standards which have always been a part of the Erskine College community, or which demonstrated incompetence or dishonesty in teaching or research, substantial and manifest neglect of duties, and breach of appointment. Erskine College is a private, Christian Liberal Arts Institution. Every faculty member is required to support the College Mission Statement and to contribute to our mission to provide "an excellent liberal arts education in a Christ-centered environment." Any professor, tenured or non-tenured, who behaves in a manner that is not consistent with our Mission Statement may be subject to disciplinary action up to and including dismissal. The College may also terminate a tenured faculty appointment because of bona fide financial exigency or discontinuation of a program or department.

Procedures (Tenured faculty only)

In addition to demonstrating adequate cause for terminating a tenured faculty appointment, the College will insure that both individual rights and its own institutional integrity are preserved through procedures that guarantee due process. If termination takes the form of dismissal for cause, the College will follow this procedure:

1. Preliminary Proceedings

When questions about the fitness of a tenured faculty member arise, the President, in consultation with the appropriate academic vice president, will seek to resolve the matter with the tenured faculty

member in private. If the matter is not resolved by mutual consent, the President will formulate a statement describing the grounds for dismissal.

2. Formal Proceedings

The President will inform the tenured faculty member in writing of the dismissal and the grounds for it. The President will also advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing. In fixing the time and place of the hearing, the President will allow sufficient time for the tenured faculty member to prepare a defense. The President will inform the tenured faculty member of the procedural standards set forth here.

The tenured faculty member will reply in writing to the President stating whether a hearing is desired, and the reply shall be not less than two weeks before the date set for the hearing.

3. Hearing Committee

The Hearing Committee will be elected by the faculty and will be comprised of faculty members not previously concerned with the case. It will consist of seven members and will elect its own chairperson. Power to decide whether the hearing shall be open to the public will rest with the Committee, after consultation with the tenured faculty member and the President. The Committee will also determine the order of witnesses and the admissibility of evidence. It may retain legal counsel, at the expense of the College, to assist in its work.

The President and/or the President's representatives may attend the hearing and may be assisted by counsel in developing the case. The President will be given ample opportunity to argue the case and to question any witnesses. The burden of proof will be on the administration.

The tenured faculty member may also be represented by counsel and will be afforded ample opportunity for defense and for questioning witnesses. The Committee will use its full influence to assist all parties in securing the presence of witnesses.

A verbatim record of the hearing will be kept and typewritten copies will be made available to both the President and the member. When the committee has reached a decision on each of the causes for dismissal presented to it, the President and the tenured faculty member will be notified simultaneously in writing of that decision.

4. Appeals

Either the President or the tenured faculty member may appeal the decision of the hearing committee directly to the Board of Trustees, and may be represented by counsel. The Trustees' review will be based on the record of the Committee hearing, and it will provide opportunity for argument, oral or written, or both, by the principals at the hearings, or by their representatives.

5. Suspension

The tenured faculty member will be suspended from his position during these procedures only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any suspension will be with pay.

Sanctions Other Than Dismissal

If the President believes that the conduct of a tenured faculty member, though not constituting adequate cause for dismissal, is sufficiently grave to justify the imposition of a sanction, such as suspension from service for a stated period or an official reprimand, he will notify the tenured faculty

member in writing. A tenured faculty member who believes that a sanction has been unfairly imposed may appeal to the faculty Grievance Committee. The Grievance Committee will have the authority to remove the sanction.

Other Terminations

When the termination of the appointment of a tenured faculty member is based upon bona fide financial exigency, the President will demonstrate to the satisfaction of the Board of Trustees and faculty that such exigency does exist. The President with the advice and consent of the appropriate academic vice president and the Curriculum Committee will determine which programs, departments, or faculty positions are to be eliminated. In every case of financial exigency the tenured faculty member whose position is terminated will be given reasonable notice and appropriate severance salary as applicable.

In other cases where the interests of the College necessitate the discontinuance of a program or department of instruction, the President will likewise gain the advice and consent of the appropriate academic vice president and the Curriculum Committee.

When terminating an appointment because of the abandonment of a program or department, the President will make every effort to place affected tenured faculty members in other suitable positions within the College or elsewhere.

A discontinued faculty position will not be filled by a replacement within a period of two years unless the released tenured faculty member has been offered reappointment.

The decision to terminate will be reached only after the tenured faculty member has been notified in writing of the proposed action and given an opportunity to respond to the pending decision. The faculty member may have the case reviewed by the Grievance Committee, which will make a recommendation to the President.

Non-Renewal of Appointments

Non-tenured Faculty Appointments

Non-tenured faculty may be appointed under the classification of a "one-year" appointment or "tenure eligible" appointment. Unlike tenured faculty who have the right of due process concerning their employment status, non-tenured faculty are employed solely at-will and may quit or be terminated at any time and for any reason. Generally, non-tenured faculty have the same rights as tenured faculty with regard to academic freedom.

Notification

A non-tenured faculty member who is terminated and/or not reappointed may be given the reasons for such a decision. These reasons may be put in writing at the request of the non-tenured faculty member involved and consideration will be given to the overall performance of the non-tenured faculty member and the needs of the institution.

Appeals

Non-tenured faculty appeals should follow the procedures outlined in the *Employee Resource Handbook* in the Employment section.

Notice of Purpose to Resign

Notice of purpose to resign on the part of any member of the faculty should be given in writing to the appropriate vice president six months prior to the date when the faculty member desires to leave the office.

Smoke Smell

When in doubt about any possible emergency, call 911 and have local authorities contact the officer on duty via police radio.

In case of a fire involving extensive property damage or serious personal injury, the Facilities Management secretary should be assigned to make phone calls to personnel listed on the notifications list (Appendix C).

Serious Injury or Illness

In case of serious injury or illness on campus, phone the Abbeville Emergency Control Center at 911. When calling, specify the number of people injured and their location. Stay at the scene until Emergency Medical Service (EMS) technicians and/or the Campus Police or other local law enforcement personnel arrive.

If the injured or sick victim is enrolled as a student at Erskine, the Vice President for Student Services should be notified, whether the accident occurs on or off the campus. If unable to contact the Vice President for Student Services or the Dean of Students, notify the Campus Police, who will contact the appropriate person(s). If the victim is an Erskine employee, the employee's department head should be notified.

The Student Services Office should be notified when serious illness, injury, or death is reported in a student's family. The Office of Student Services will notify administrators, the Chaplain, faculty, and the Public Relations Office of the situation if a student or a student's family is involved.

If an employee is involved, notice will be given to OSHA agencies as required by law.

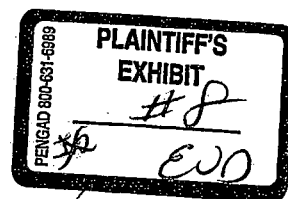
Hazardous Accidents

Any natural disaster may have consequential side effects which threaten lives and/or property. Warning of a hazardous accident is usually received from the fire or police department or from emergency preparedness officials when such an accident or condition occurs sufficiently near all or part of the campus. Examples of such accidents are: an overturned tanker, a broken fuel line, and/or an accident in a commercial establishment that uses chemicals are potential hazards if such accidents occur near the campus or if the wind is such that it will carry fumes from these accidents to the campus. The science department will conduct seminars on the proper handling of dangerous substances used by the department in classrooms or labs. Both the Biology and Chemistry departments have a designated professor in charge of the management of dangerous substances, and this professor should be consulted in the event of problems or questions.

In the event of a hazardous accident:

1. Notify the Erskine Campus Police and the Facilities Management Department to assist in unlocking shelter buildings, if necessary, and to be in radio contact with emergency services as needed.
2. Determine the need to evacuate all or part of the campus.
3. If it is necessary to evacuate or move to another location, move crosswind, never directly with or against the wind which may be carrying the fumes.

Erskine College and Erskine Theological Seminary Employee Resource Handbook. This handbook is not a contract (Refer to "Not a Contract of Employment" paragraph in Introduction Section); it replaces any and all prior versions and may be amended. Revised September 2009.



From: Bill Crenshaw <billcren@mac.com>
Subject: Re: Olivia Lawnick
Date: September 24, 2010 5:13:59 PM EDT
To: Adam Weyer <weyer@erskine.edu>
Cc: Bill Crenshaw <billcren@mac.com>, Brad Christie
 <nbc@erskine.edu>, ragnew@erskine.edu,
 norman@erskine.edu

Adam --

Liv almost fell through the cracks today.

I'd like to think you didn't need someone to tell you that.

I am suggesting to the administration that your protocol program come under serious medical and legal scrutiny.

Bill Crenshaw

On Sep 24, 2010, at 5:07 PM, Adam Weyer wrote:

Adam H. Weyer, M.Ed., ATC
 Head Athletic Trainer
 Assistant Professor Athletic Training
 Associate Athletic Director
 <image001.jpg>
 Erskine College
 Due West, SC 29639
 (864)379-8890 - Office
 (864)378-9456 - Cell
 (864)379-2197 - Fax
weyer@erskine.edu

-----Original Message-----

From: Bill Crenshaw [mailto:billcren@mac.com]
Sent: Friday, September 24, 2010 5:04 PM

To: Adam Weyer
Cc: Bill Crenshaw
Subject: Re: Olivia Lawnick

Adam:

No letter was attached. A logo was. Please resend.

Thanks.

Bill

On Sep 24, 2010, at 4:27 PM, Adam Weyer wrote:

Attached is a letter in regards to Olivia Lawnick who sustained a concussion during lacrosse practice this morning. Please read the attached and if you have any questions, please feel free to contact me. Thank you for your cooperation.

Adam H. Weyer, M.Ed., ATC
Head Athletic Trainer
Assistant Professor Athletic Training
Associate Athletic Director
<image001.jpg>
Erskine College
Due West, SC 29639
(864)379-8890 - Office
(864)378-9456 - Cell
(864)379-2197 - Fax
weyer@erskine.edu

| <Lawnick - Sept 2010.doc>

From: Bill Crenshaw <billcren@mac.com>
Subject: Re: Olivia Lawnick
Date: September 25, 2010 10:19:07 AM EDT
To: weyer@erskine.edu
Cc: Bill Crenshaw <billcren@mac.com>, ragnew@erskine.edu,
 Brad Christie <nbc@erskine.edu>, norman@erskine.edu

Adam --

You say "I don't tell you what to teach or not to teach in your English classes and I would appreciate you not telling my how to do my job."

I'm not talking to you as an English teacher, Adam. I'm talking to you as a paramedic with over eighteen years experience in the back of ambulances, in emergency rooms, in continuous training and recertification. I have dealt, personally and directly, with more head trauma than you have ever seen. I have been trained to a higher lever of emergency medical intervention than have you or any of your staff. I graduated second in the class in my initial paramedic class; my wife was first by less than a point. My instructor for that course and regular training officer was recognized around that time as the outstanding paramedic in the nation. I have also been an EMS instructor teaching the certification course for EMT-B.

So, Adam, I think I've got the creds, both book and street, to know bad emergency medical intervention when I see it.

The most egregious error your people made in this incident was the delay of emergency medical transport. Indeed, it took the intervention of the police to get the ambulance on the road where it belonged. Are you telling me that when Liv was sitting in the ambulance that you knew that she did not have an intracranial bleed? Really? The medic on board the ambulance didn't know -- a man with 25 years of field experience in emergency medicine, a bit more than yours, I think. The emergency medical professionals at the hospital did not know. They used a CAT scan to make a definitive diagnosis. The fact that you or your people were attempting to stop emergency transport when definitive diagnosis is beyond your capability is chilling, dangerous, and a lawsuit waiting to happen.

Your "normal protocol," as you call it, is certainly different from the nationwide emergency medical protocols for blunt closed head trauma. Why is that? Indeed, your protocols, as I understand them, potentially endanger students through unnecessary delay of reporting to trainers before see doctors. Yesterday, those protocols, and you people's

insistence on them, actually endangered one. When you endanger students, you bet I'm going to question the way you do your job. And I will insist at whatever level I have to that your protocols and programs be subject to the level of medico-legal scrutiny that will insure that they do not threaten the very students they are supposed to protect. The most basic protocol you and your people need is one that clearly demarks for you your limitations and requires you to call an ambulance; it should also prevent you from interfering with on-scene medics -- who are more qualified medical professionals than you -- when they are with their patients.

You surely have no objection to your current protocols being examined, do you?

Depend upon me to do what I need to do to protect the health and safety of students against the misapplication of medical standards.

Bill

On Sep 25, 2010, at 12:10 AM, weyer@erskine.edu wrote:

Bill,

Today was a case of you over reacting to a mild head injury. It is true that Olivia suffered a mild head injury this morning during lacrosse practice. But, her symptoms got worse during class because research has shown that any kind of mental work after a concussion exacerbates symptoms of a head injury. After some time, Olivia began to feel better and if we would have followed our normal protocol, instead of you trying to take matters into your own hands, everything would have been okay. But, you decided that you had a license to practice athletic training or medicine, and initiated a process that didn't need to be started. Our student-athletes receive top notch medical care by my staff and by my team of doctors and for you to suggest otherwise is insulting. I don't tell you what to teach or not to teach in your English classes and I would appreciate you not telling my how to do my job. The fact of the matter is, our protocol is exactly what the National Collegiate Athletic Association wants in regards to concussion protocols. I am sorry that it doesn't meet your medical expectations.

Adam

From: Bill Crenshaw <billcren@mac.com>
Subject: **Re: Olivia Lawnick**
Date: September 25, 2010 9:59:21 PM EDT
To: weyer@erskine.edu
Cc: Bill Crenshaw <billcren@mac.com>, ragnew@erskine.edu,
Brad Christie <nbc@erskine.edu>, norman@erskine.edu,
chaney@erskine.edu

Adam -- again, would you please send me a copy of the protocol? How can you accuse me of violating a protocol I've never seen?

And your assertions here about the speed with which Liv could have received definitive medical care are wrong. Indeed, your team delayed emergency transport.

Please send me the protocols ASAP.

Thanks in advance.

Bill

On Sep 25, 2010, at 9:16 PM, weyer@erskine.edu wrote:

Bill,

Putting our obvious disagreement on this subject aside, if the protocol, as it is written, had been followed, Olivia would have seen a doctor in a much quicker fashion than she did on Friday morning. Once you made the phone call to Dr. Agnew (which is protocol) and she instructed you to contact me (which is protocol) and you decided not to do that, you went outside of protocol. I find it hard to understand how you can criticize a protocol that you refused to follow.

I am not going to engage in an e-mail spar with you. If you would like to discuss this matter further, I would be more than happy to sit down with you, Mark Peeler, Dr. Agnew, Dr. Christie, and/or Dr. Norman

to further discuss what you see has "endangering" our student-athletes.

Adam

From: Bill Crenshaw <billcren@mac.com>
Subject: Protocol
Date: September 27, 2010 10:16:56 AM EDT
To: weyer@erskine.edu
Cc: Bill Crenshaw <billcren@mac.com>, ragnew@erskine.edu,
Brad Christie <nbc@erskine.edu>, norman@erskine.edu,
chaney@erskine.edu

Adam -- This is my fourth request for a copy of the protocol that you have accused me of violating.

Is there a particular reason why you are withholding this information from me?

Is the protocol not a public document?

Please send asap.

Bill

From: Bill Crenshaw <billcren@mac.com>
Subject: Fifth request
Date: September 28, 2010 7:27:26 AM EDT
To: Adam Weyer <weyer@erskine.edu>
Cc: Bill Crenshaw <billcren@mac.com>, ragnew@erskine.edu,
Brad Christie <nbc@erskine.edu>, norman@erskine.edu,
chaney@erskine.edu, Gid Alston <alston@erskine.edu>

Adam -- I find myself in the odd position of sending you my fifth request for a document that one would assume you would be eager to disseminate. I'm beginning to wonder if the protocol actually exists in a form that can be made public, or at all, for that matter.

Again, you accuse me of violating a protocol that I have never seen.

Please send me the protocol. Thank you.

Bill

Email to Faculty Chair regarding the head injury to a student athlete, Sept 25 2010

Email to Sandy Carney, Faculty Chair, written on Saturday, September 25, 2010, the day after the head injury to the student athlete.

From: Bill Crenshaw
 Subject: FEC
 Date: September 25, 2010 2:44:25 PM EDT
 To: chaney@erskine.edu
 Cc: Bill Crenshaw



Sandy --

I am asking the FEC to become involved in determining whether current practices by the athletic trainers at Erskine are potentially injurious to Erskine students.

Actually, according to what student athletes have told me, the practices as stated in the athletic training "protocols" have in fact been injurious to students. I believe it is a matter of time before these practices cause serious injury or death.

The nature of these practices can be summed up in a question I would like to address to parents of Erskine student athletes: If your child is injured or becomes ill at Erskine, would you prefer that she be able to seek immediate and appropriate medical attention -- including emergency medical attention -- or would you prefer that she first see her athletic trainer and seek what medical attention he deems necessary?

The second choice in that question is, as I understand it, the route currently required of student athletes.

While I have been concerned about this issue for some time, the matter has come to a head because of a particular incident involving the need for emergency medical care. It occurred in my class room during A period on Friday, Sept. 24. I will detail that incident, and my subsequent correspondence with Adam Were, in the attachment to a later email. It will take some time to compose, and I want to do it carefully; but I also wanted to alert you to this problem as soon as I could.

Why do I think the FEC be involved in what is clearly an administrative function?

1. The protocol as it exists now expects faculty members to adhere to it. In other words, if a student athlete has, for example, signs of a head injury in our classroom -- signs that would prompt for any other student a 911 call for an ambulance -- we are expected to send the student athlete to the athletic trainer instead of the hospital. Obviously, this expectation is absurd and dangerous on its face. The biggest danger is that the protocol exists at all, that it is considered legitimate by our athletic trainers. (This is not a hypothetical example. This is the incident I will detail later.)

Email to Faculty Chair regarding the head injury to a student athlete, Sept 25 2010

2. Our students are under great pressure to adhere to this protocol -- so if they are taken sick or are injured outside of classes, say, where a professor might initiate appropriate care, students will likely, as they have been told they must, drag themselves over to the athletic trainer who becomes the medical gatekeeper. I have stories from at least two students yesterday who had followed this protocol, who were misdiagnosed by the trainer, who sought subsequent medical help at their own expense, who then were properly diagnosed, and who then received appropriate treatment. In one of these cases, the student has suffered permanent nerve damage in an extremity because of following the protocol that he was told he *had to follow* by the athletic trainers.

In the incident yesterday, the student suffered blunt head trauma at early morning practice, had appeared to get "better," and in my class, two hours after the insult, had exhibited a change in her level of consciousness (LOC) that indicated immediate emergency transport to the nearest trauma center was warranted, according to my emergency medical training as a paramedic, including certification in Advanced Trauma Life Support (ATLS). Athletic trainers on the scene tried to talk the student athlete out of transport and in fact were in part responsible for delaying the ambulance on the scene for approximately 25 minutes. If the student athlete had been suffering from an intracranial bleed -- which must be diagnosed by at least a CAT scan -- such a delay could have been fatal. Indeed, only the presence of the police on the scene, summoned by the ambulance crew, allowed transport to begin when it did.

As someone who provided emergency medical care for more than 18 years, I find all of that unbelievably stupid and outrageous. I suspect thoughtful faculty members will be have a similar response.

3. That this situation exists at all reveals that the administration is either uninformed about the nature and implications of the athletic training protocol or that they are vaguely aware and have at least tacitly approved it, or that they do know about it, have actively approved it, but have not thought through its implications.

In any case, a situation now exists that the administration thus far has allowed. Indeed, the administration, until the incident yesterday, had intended to have the current practices presented for approval to the faculty. As I talked with the VPAA after the incident yesterday, he suggested that perhaps that route was inappropriate and that this should be an administrative decision. I concurred and suggested that serious and qualified medico-legal advice be sought as the administration formed its policy. BUT, the VPAA had no idea why the current procedures had been adopted in the first place. Clearly this situation has been well under the administration's radar. It may be on the radar now; the FEC needs to make sure it stays there.

And as a further illustration of the administration's lack of understanding, late in the incident yesterday, when the medic on scene was still trying to start transport, an administration official with no medical training got into the back of the ambulance and offered a semi-hysterical patient inappropriate medico-legal advice, advice that he has no background in, training for, or business offering, and which was counterproductive to

Email to Faculty Chair regarding the head injury to a student athlete, Sept 25 2010

what the medic was trying to do, and, in medical language, contraindicated. He told the patient she could refuse transport. A patient does have the right to give or withhold informed consent to receive medical treatment, but the medic on scene by training, necessity, and medical control protocol must presume that the head-injury patient is to some degree mentally compromised and cannot be assumed to be capable of making a rational decision regarding treatment. The medic must err on the side of caution and the patient's health. The official made the situation worse, as did the athletic trainers when they also told the patient to refuse transport. The faculty needs to be involved.

4. The department head proposing the protocol, who currently administers the protocol, has faculty status. The situation, therefore, especially since it impinges on the health and well-being of our students, is of central faculty concern.

5. In purely practical terms, the continuation of current practices is a lawsuit waiting to happen, and a lawsuit for the permanent injury to or death of a student -- well, I don't have to tell you what the implications are for Erskine. And I am not being hyperbolic in raising the specter of a lawsuit. The medical professionals on scene at the incident yesterday saw a lawsuit as a real danger and indicated as much to the Erskine officials on the scene.

I apologize for not going into more detail about the incident in this letter. As I said, it will take some concentrated and lengthy work to compose an accurate and dispassionate summary. I will try to finish it this weekend. But I thought it was important to alert you as faculty chair and other members of the FEC as soon as possible.

Give me a call if I can clarify anything for you in the meantime. It's easier to talk about what happened yesterday than to write about it; I'll be glad to do both.

Thanks in advance.

Bill
379-8411

Follow-up email to Faculty Chair and FEC re. head injury

From: Bill Crenshaw

Subject: **Basic questions for the FEC to consider**

Date: September 26, 2010 6:23:35 AM EDT

To: chaney@erskine.edu

Cc: Bill Crenshaw

Sandy -- The questions are attached.

b



Med Questions .doc

To: FEC
 From: Bill Crenshaw
 Re: Athletic training medical protocol

Even though Adam Weyer is accusing me of violating his protocol, and even though I have asked him three times to send me a copy of the protocol, I still have not seen it. Still, there are points that can be raised in the absence of detailed understanding of what the protocol says.

Initial observations and questions regarding the medical protocol being used by the athletic trainers and proposed for use by the entire college:

The purpose of such a protocol should be to benefit the patient by increasing the likelihood of a positive medical outcome. Certainly that is the purpose of all such protocols in EMS and in hospital settings. Given this purpose, these observations and questions follow:

1. If this protocol results in better outcomes, why is it not extended to all students? Otherwise, won't Erskine be offering a double-standard, a two-tiered system of health care delivery? Shouldn't all students have access to the same level of care?
2. On the other hand, if there is no demonstrable medical benefit, why should the protocol exist? Can this medical benefit be shown to be an actual benefit and not a theoretical one? As anyone experienced in the medical field will attest, ideas that sound good on paper do not always work well in the real world. Some, in fact, may be counterproductive when put into practice. Standards and protocols in medical fields are constantly revised based on actual outcomes. Therefore, the question here is this: What evidence demonstrates that these athletic training protocols a) improve health care delivery and outcomes, and b) have no deleterious effects on delivery or outcomes?
3. Are there benefits for this protocol to someone besides the patient -- for example, benefits to the athletic training program itself? its instructors? its students? If there are such benefits, then the protocols must immediately be considered suspect unless it can be demonstrated, not just asserted, that student health care is in absolutely no way compromised by these secondary benefits.
4. In correspondence with me, Adam Weyer, the head of the athletic training program, accuses me of violating the protocol. The fact that I have never seen the protocol is not the issue here; the issue is this: Mr. Weyer apparently

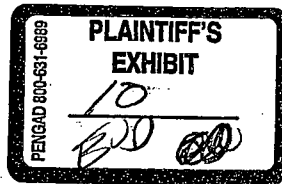
expects that faculty members are now or will soon be subject to these protocols. This is a wildly unrealistic expectation for a variety of reasons. What faculty member, for example, seeing a student lapse into unconsciousness in class, have a seizure in the hall, or fall down a stairwell a) will know whether the student is an athlete, and b) will be more comfortable calling an athletic trainer rather than calling 911?

5. An investigation of the efficacy of this protocol must include interviews with student athletes who have been living under it for some time. I have had student athletes report some of their experiences to me in which an injury or a condition was misdiagnosed by the medical gatekeeping athletic trainer; the students were not approved for seeing a doctor but followed the regimen prescribed by the trainer. Their conditions did not improve until after they later saw their personal physicians, were properly diagnosed, and received effective medical intervention. Clearly, these are latent lawsuits. Therefore, before any protocol is put into place, student athletes who have experienced negative outcomes as a result of current practices should be interviewed by a committee competent to evaluate their testimony. The students should also be guaranteed anonymity; they do fear reprisals.

end


ERSKINE

ATHLETIC TRAINING


Adam Weyer, M.Ed., ATC

Head Athletic Trainer

Assistant Professor in Athletic Training

Associate Athletic Director

PO Box 338

Due West, SC 29639

864-379-8890 Office

864-379-2197 Fax

weyer@erskine.edu

September 27, 2010

Mrs. Tracy Spires
 Director of Institutional Research
 Erskine College

Mrs. Spires:

The purpose of this letter is to file a grievance on behalf of the Erskine College Athletic Training Department and the Department of Athletics against Dr. William Crenshaw, Dorn-Reeder Professor of English, as a result of his actions that began on Friday, September 24th and have continued to date.

On the morning of Friday, September 24th, a student-athlete slipped and fell during an early team practice before classes began. The student-athlete was monitored for the remainder of practice by the head coach, who is certified in First Aid and CPR. At the end of practice, the coach felt that the student-athlete was not showing any symptoms of an injury that necessitated immediate referral to a hospital. Per our protocol the head coach informed her staff athletic trainer, Nicole Matuseski, ATC, of the injury. The coach was told to instruct the student-athlete to report to the athletic training room as soon as possible for follow-up evaluation. The above steps follow our normal protocol in regards to a potential head injury sustained by one of our student-athletes.

During class, the student-athlete began to become, according to Dr. Crenshaw, disoriented and lethargic. As a result, Dr. Crenshaw contacted Dr. Robyn Agnew, Vice President for Student Services, to inform her of the situation. Dr. Agnew has told me that she intended to call me due to the fact that the student was a member of one of our intercollegiate athletic teams. According to Dr. Agnew, Dr. Crenshaw's response was, and I paraphrase, "We don't need a trainer, we need EMS.... if you aren't going to call them, then I am." (Had the student been unconscious or not breathing, an EMS call would have been necessary, but that was not the case.). At that time, Dr. Agnew called my office, but I was not there, she then proceeded to call Mr. Scott DeCiantis, Athletic Training Education Program Director, to inform him of the situation. Meanwhile, Dr. Crenshaw took it upon himself to call the Abbeville County Emergency Medical System and request an ambulance. This is breach of the protocol that we have in place and have reviewed with the Office of Student Services in regards to the care of an Erskine College student-athlete. Once the phone call was made to Dr. Agnew, who knows our protocols, Dr. Crenshaw should have allowed the proper personnel to take over the situation.

When I was notified, minutes after Scott received the phone call, I immediately went over to Belk Hall. When I arrived to the classroom, the EMT's had just arrived at the scene and had just begun their evaluation of the student-athlete. Due to the fact that our protocol states that once the EMT's arrive they assume control of the medical situation, I did not interfere and allowed them to do their job. I did discuss with the EMT that we would like for her to be transported to Self Regional Hospital in Greenwood. At this time, I thought that the situation was over and that the student-athlete was being transported to the hospital. But, that was not the case.

The following account is according to Nicole Matuseski, ATC, who was a witness. The guardian of the student-athlete was also at the scene of the incident. She was advising the student that she had the option to refuse treatment and remove herself from the back of the ambulance. At this time, the student stated (and I paraphrase), that she wanted to leave the ambulance and accompany her guardian to the office of our team physician. Once this comment was made by the student, Nicole Matuseski, ATC began to initiate our protocol for mild head injuries and called our team physician to apprise him of the situation and was informed that we could take the student-athlete immediately to his office for further evaluation. The EMT's would not allow the student-athlete to refuse treatment and it is at this time that Dr. Crenshaw placed himself back into the incident. From what I understand, Dr. Crenshaw and the guardian got involved in a disagreement during which the guardian was physically pushed aside by Dr. Crenshaw as he climbed into the back of the ambulance with the student-athlete. I was not a witness to this part of the morning because Dr. Agnew and I were discussing the events in the middle of the mall while this was taking place in front of Belk Hall. During our discussion, police cars arrived and I realized that things were not taking place as planned. We began to walk to the front of Belk where the ambulance was still parked. When I arrived in front of Belk Hall, Dr. Crenshaw was still in the back of the ambulance advising the student-athlete as to what she needed to do. Meanwhile, her guardian was not granted such privileges. After several more minutes of arguing between the guardian, EMT, and Dr. Crenshaw, I accompanied the student-athlete in the ambulance to Self Regional Hospital.

The Athletic Training Department has a very simple protocol in place in regards to the treatment of student-athletes. This protocol has been discussed with the Office of Student Services, and they are in agreement with this protocol, which calls for the involvement of the Erskine College Athletic Training staff whenever a student-athlete becomes ill or injured. When Dr. Crenshaw made the initial phone call to Dr. Agnew, Dr. Agnew knew what the next step was supposed to be and she did the appropriate thing by calling me or a member of my staff. If Dr. Crenshaw would have allowed the system to work, there would have been no problems. Instead, he didn't like the protocol that was established and decided to take matters into his own hands. By doing this, he created several losses that will have to be absorbed by Erskine College and the Erskine College Athletic Department. These losses include: time, money for medical bills, and a possible retention issue with the student-athlete.

A second reason for this grievance is that Dr. Crenshaw has continued to slander the Erskine College Athletic Training staff through a series of e-mails that were sent to several members of the administration of Erskine College, including Dean Christie, Dean Agnew, and Dr. David Norman. In these e-mails Dr. Crenshaw insinuates that the

athletic training staff is not properly educated, trained, or otherwise prepared to provide care for the student-athletes of Erskine College. He asserts that the policies and procedures that we have in place "endanger" our student-athletes. He further claims that our protocols cause more harm to our student-athletes than help. These remarks are very slanderous to the athletic training staff and feel that Dr. Crenshaw needs to be held responsible for these remarks.

A third reason for this grievance is that Dr. Crenshaw has now begun to make slanderous remarks both online and in his classes regarding our abilities to treat current student-athletes. Several students have reported to members of the athletic training staff and coaches that Dr. Crenshaw was questioning student-athletes regarding the reasons they go to the athletic training staff instead of going straight to a doctor when they are injured or sick. By doing so, Dr. Crenshaw is creating a situation of distrust between the athletic training staff and current student-athletes. This could hinder our ability to properly treat our student-athletes. He, reportedly, has also been discussing Friday's incident in his English classes. In doing so, he has violated the student's privacy by mentioning her name, details, etc. He has begun to involve more people in this situation, showing regrettably bad judgment, and creating great potential to exacerbate the situation.

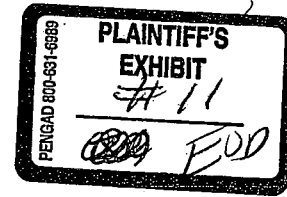
In closing, the actions of Dr. William Crenshaw that began on the morning of Friday, September 24th, 2010 and have continued until this day are inappropriate, and show egregious lack of judgment. His actions are affecting current and future students. As a result of his actions, the student-athlete is considering withdrawing from Erskine College and if she does so, at least one other might go with her. This is not a time when Erskine College can afford to lose students due to actions of a professor who acts independently as he sees fit, regardless of the scope of his job description or established protocols. Thank you for your attention to this matter. I would appreciate being informed as to what the next step is in this process and when I can expect that to take place.

Sincerely,

Adam H. Weyer, ATC
Head Athletic Trainer

Mark Peeler
Director of Athletics

ERSKINE
COLLEGE
Due West, South Carolina, 29639



September 29, 2010

Ms. Tracy Spires
Director of Institutional Research
Erskine College

Ms. Spires:

The purpose of this letter is to file a grievance on behalf of the Department of Health and Human Performance against Dr. William Crenshaw, Dorn-Reeder Professor of English. This grievance addresses actions taken by Dr. Crenshaw relating to an incident that occurred on the morning of Friday, the 24th of September.

Dr. Crenshaw apparently had a disagreement with one of our Athletic Trainers regarding the medical treatment of a student who had suffered a slight concussion and showed symptoms of that concussion in class. While I support Dr. Crenshaw's right to an opinion, the manner in which he has expressed his opinion is unwarranted, unprofessional, and potentially damaging to the Department of Health and Human Performance and to Erskine College.

I was truly shocked to find that Dr. Crenshaw had repeatedly made slanderous and insulting statements about his colleagues both in his classes and on his public blog. These baseless statements were directed towards specific Erskine athletic trainers as well as the athletic training profession in general. The athletic trainers whom Dr. Crenshaw slandered are experienced, highly respected, and fully certified allied health professionals, and I can personally attest to their expertise in handling all manner of personal injuries.

The aforementioned statements by Dr. Crenshaw have been made public via his online blog as well as his classroom. Statements from student athletes and their coaches along with emails passed on to me by Adam Weyer, Assistant Professor of Athletic Training confirm that Dr. Crenshaw has repeatedly criticized and insulted Mr. Weyer, the Athletic Training Department, and the Athletic Training profession. In emails to Mr. Weyer, Dr. Crenshaw states that student-athletes should see a doctor for their injuries instead of anybody else, the point of which is obviously that athletic trainers are not capable of providing care. These statements are, of course, contrary to the views of the American Medical Association—an organization that fully supports and endorses the athletic training profession and Athletic Training Education Programs. By the way, athletic training clinical practice is regulated by the South Carolina DHEC—the same agency that regulates the clinical practice of EMT's.

In his blog, Dr. Crenshaw claims that his training and experience as a former EMT makes him more qualified than a Certified Athletic Trainer—another opinion that is contrary to the views of the American Medical Association. To make matters worse, Dr. Crenshaw has assigned students to respond to this blog, thereby making a public spectacle of his personal issues with the Athletic Training Department. In his insulting and unwarranted emails to Mr. Weyer, Dr. Crenshaw inferred that athletic trainers are inept, poorly educated, and inadequately trained. The nature

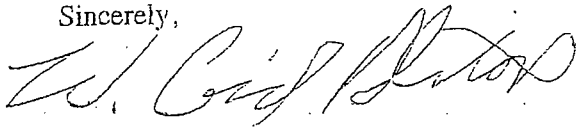
and tone of those emails makes it clear that Dr. Crenshaw's issues are egocentric in nature and not based on any real knowledge of the Athletic Training profession.

As Chair of the Department of Health and Human Performance, I take great pride in our Athletic Training Education Program. This program has placed numerous athletic trainers in competitive positions across the state and throughout the Southeast. I have no doubt that graduates of our program are well educated, highly competent, and fully capable of coordinating and executing health care according to the medical needs of the student-athlete. Mr. Adam Weyer, an Erskine College alumnus, is one of our finest examples, and yet Dr. Crenshaw has blatantly and publically accused him of incompetence.

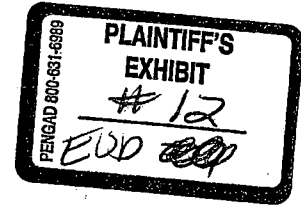
Dr. Crenshaw's actions and words are completely unprofessional and could do great harm to the image of the athletic training profession in the eyes of Erskine College students and administrators. And this comes at a time when enrollment in the Athletic Training Education Program has increased due to its positive image, dedicated efforts, and proven excellence. Dr. Crenshaw's derogatory comments, both written and spoken, have come despite the fact that he has not spoken directly with any of the athletic trainers he is attacking—people who take their jobs, both as clinicians and as educators, very seriously.

I find it incomprehensible that any Erskine College professor would air his personal issues in a classroom or on a public blog. I hereby request a full investigation of the actions and words of Dr. William Crenshaw. Please inform me of the process by which the investigation will occur.

Sincerely,



W. Gid Alston,
Chairman, Department of Health and Human Performance

**ERSKINE**
COLLEGEForever Connected
CHRIST | LEARNING | LIFE

25 October 2010

Gid Alston, Bill Crenshaw, Mark Peeler, Adam Weyer
Campus Mall

Gentlemen,

As you know, the faculty Grievance Committee met, "failed to formulate a workable mediation plan...", and returned these grievances to the Academic Office. Because this case is in part a matter of faculty self-governance, an ideal to which the President is strongly committed, I have discussed with him relevant policy, and the next step will be to forward the case to the President's office for adjudication.

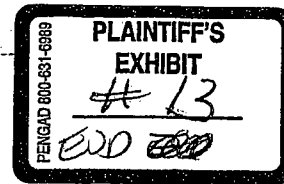
Before forwarding this case to the President, however, I offer again to meet with all of you to attempt what the Grievance Committee could or would not do, namely mediate this misunderstanding between colleagues. If each of you agrees, I will gladly moderate a conversation between any or all of you at your earliest convenience. This would be a conversation among peers—no electronic recordings, no lawyers, no other mediators but me.

Please let me know if this arrangement suits you. If so, I'll have Nancy McKay schedule a meeting as soon as possible.

Sincerely,

N. Bradley Christle
Interim Vice President and Dean of the College

cc: Dr. Norman, President
Dr. Thomas, Chair of the Grievance Committee
Dr. Chaney, Chair of the Faculty Executive Committee

**ERSKINE**
COLLEGEForever Connected
CHRIST | LEARNING | LIFE

2 November 2010

President David A. Norman
Belk 330

Dr. Norman,

As you know, three faculty colleagues—Adam Weyer, Mark Peeler, and Gid Alston—have filed formal grievances against a fellow faculty member, Bill Crenshaw. The faculty Grievance Committee met, “failed to formulate a workable mediation plan...,” and returned these grievances to the Academic Office. In accordance with relevant policy, I am now forwarding the case to your office for adjudication.

Respectfully,

N. Bradley Christie
Interim Vice President and Dean of the College

cc: Gid Alston, Mark Peeler, Adam Weyer
Bill Crenshaw
Howard Thomas, Chair of the Grievance Committee
Sandra Chaney, Chair of the Faculty Executive Committee

ERSKINE
COLLEGE

November 8, 2010

Dr. Chrystal Bruce
Dr. Robert Elsner
Dr. David Grier
Dr. Al Mina
Dr. Brad Parker
Dr. Arthur Sparks
Campus Mail

Dear Colleagues,

As many of you have heard, the Faculty Grievance Committee has recently handled a case it was unable to mediate. Following our published policies, Dr. Christie has referred the matter to my office. The *Employee Resource Handbook* (p. E-7) states "The President retains the right to appoint a committee from time-to-time to hear grievances and appeals." Because of the complexities of the case and my commitment to faculty governance, I now request your help in adjudicating this matter. I would like for you to work together as a committee to determine the extent of culpability regarding each of the charges listed below. I would like Dr. Mina to convene the group as early as possible. The first order of business will be to elect a chair and develop a plan for handling the case. If you need additional direction from me, I will be glad to provide it, but would prefer, in the spirit of faculty governance, that you act as autonomously as possible.

We are a small community so I know you all know each other well, but I would ask that you try to be as objective as possible focusing on the case before you only without considering any events other than the ones pertaining to this current matter. I will provide supplemental documentation as appendices to this letter. If you decide as a committee to interview any parties other than those directly involved with this faculty dispute who have direct knowledge of this case, you should feel free but not bound to do so. As I'm sure you will agree, this case is complicated, so I will break down the possible offenses in the following categories and ask that you determine the extent of the offense in each category:

1. Handling of an emergency situation involving an injured student athlete displaying abnormal behavior in the classroom

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

2. Treatment of emergency personnel including student's emergency contact

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation

- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

3. Professionalism and collegiality towards other faculty at the point of crisis

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

4. Professionalism and collegiality in the aftermath of the crisis

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

5. Respect for the grievance committee and evidence of respect for faculty governance and the policies and procedures of Erskine College and Seminary

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

I know that you are all busy, but since this is an outstanding grievance, I would like to deal with this matter as quickly and as respectfully as possible. I would ask that you not discuss this case or the details of your proceedings with anyone other than me, the dean, or other members of the committee.

Cordially,

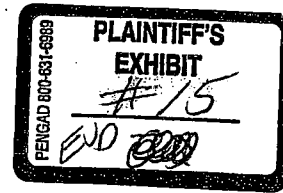
David A. Norman

Enclosures

Initial complaint from Professor Weyer
Aftermath correspondence



ERSKINE
COLLEGE



November 9, 2010

Dr. Bill Crenshaw
Dr. Gid Alston
Mr. Mark Peeler
Mr. Adam Weyer
Campus Mall

Dear Colleagues,

As you know, the outstanding grievance resulting from the events of September 24, 2010 and their aftermath has recently been referred to my office. I was disappointed to hear that several attempts at mediation have failed. It is apparent to me that mediation will be possible only after adjudication. For this reason, I have appointed a special faculty committee to review the incident and its aftermath and advise me regarding the nature and extent of relevant culpability. Once they have reviewed the case and advised me, I will determine what disciplinary measures may be appropriate. My hope is that this process of adjudication will open the door for academic freedom, professionalism and collegiality to flourish at Erskine once again.

Please find enclosed a copy of my letter of request to committee members and the relevant documentation I have received. I would ask that you cooperate with the committee. By cooperation, I mean that you offer the input that they request and refrain from offering unsolicited advice or commentary. I would also ask that you respect the sensitive nature of this proceeding and the dignity of the faculty committee by not attempting to draw others into this conflict. I do not believe that we need to act in secret, but I see no viable reason why anyone other than the committee, the parties addressed by this letter, the dean, me, and all of our confidential assistants (administrative and legal) should need to know about the proceedings of this case. If you believe anyone else should be informed, please let me know.

Cordially,

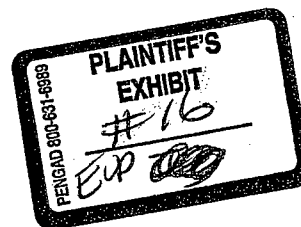
David A. Norman

Enclosures

Letter to special committee
Initial complaint from Professor Weyer
Aftermath correspondence

ERSKINE

C O L L E G E



To: Dr. David Norman, President, Erskine College

From: Grievance and Appeals Committee

RE: Findings regarding grievance case

Date: January 4, 2011

Dr. Norman,

Per your request, a committee of faculty was formed to assist in adjudicating a grievance filed against a faculty member. The committee was formed after the Faculty Grievance Committee was unable to mediate the case. The task we were given was to review the available information, gather further information as we saw fit, and determine the appropriateness of actions taken during and after the incident in question. We submit the following report:

The committee met on two occasions. The order of the first meeting was to elect a chair, discuss the means by which we would arrive at our decisions, and, after a review of the materials, decide what further information would be needed. These actions were completed successfully, and requests for further information were made through the president's office. We received written reports from all parties requested save one. Dr. William Crenshaw requested a meeting to give information and answer questions in person.

Our second meeting was for the purpose of an interview with Dr. Crenshaw. Dr. Crenshaw read an opening statement expressing, among other things, his desire for a rapid conclusion to the process, his appreciation for the formation of the committee, and a willingness to answer questions. He also expressed his concerns regarding multiple aspects of the procedure. The committee then began to ask questions. From the beginning it became readily apparent that Dr. Crenshaw's interpretation of the committee's role, what questions should be asked or answered and in what context, and what specific areas to which the questions should be limited was very different from that of the committee members. Dr. Crenshaw was asked for his account of the events in question; he felt this was not sufficiently specific and declined to answer. After an appropriate amount of time was spent on further questions and discussion, the committee agreed that we would not be able to gather the information necessary to make an informed decision, and there were sufficient other concerns that we voted to suspend the actions of the committee until further notice.

Erskine College
Belk Hall P.O. Box 336 Due West, South Carolina 29639
864• 379• 2131 Fax 864• 379• 2167 www.erskine.edu

Christian Commitment and Excellence in Learning

ERSKINE

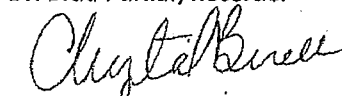
C O L L E G E

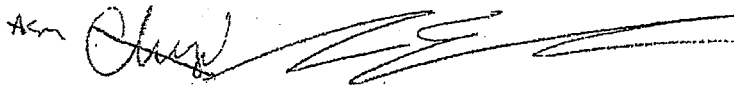
At this time we believe that we can do no more to help resolve this situation. It is our opinion that faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action. Also, per our discussion, you absolve the committee and its members of any responsibility or actions regarding this matter.

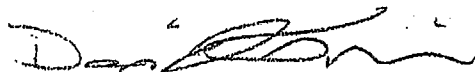
Sincerely,

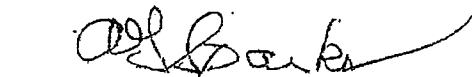

Dr. Al Mina, Chair


Dr. Brad Parker, Recorder


Dr. Chrystal Bruce

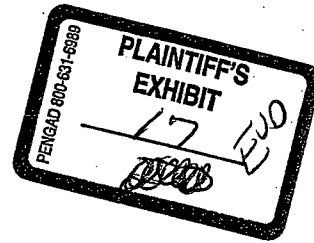

Dr. Robert Elsner


Dr. David Grier


Dr. Arthur Sparks



ERSKINE
COLLEGE



August 12, 2011

Dear Dr. Crenshaw:

The delivery of this letter to you means that the attempt to privately resolve the question of your continued employment by mutual consent has not been successful. I deeply regret our inability to reach an agreement. We must now proceed to the second phase of the formal process afforded to you as a tenured faculty member who is being terminated for cause.

As you know, formal grievances are pending against you at this time growing out of events that took place on or after September 24, 2010. ("Category I Allegations").

In addition to these grievances, I am aware of the way you interacted with the special grievance committee I later appointed, as they attempted to resolve these matters. ("Category II Allegations").

As a third matter, it has come to my attention that you have made certain public statements on the internet that reflect negatively upon the College and its mission. ("Category III Allegations").

I have decided to take up all three of these matters together. I am acting under that section of the College Faculty Manual that reads in pertinent part:

**Termination of Tenured Faculty Appointments
Procedures (Tenured Faculty only)**

1. Preliminary Proceedings

When questions about the fitness of a tenured faculty member arise, the President, in consultation with the appropriate academic vice president, will seek to resolve the matter with the tenured faculty member in private. If the matter is not resolved by mutual consent, the President will formulate a statement describing the grounds for dismissal.

The College Faculty Manual, 35-36 (emphasis added).

This letter is my "statement describing the grounds for dismissal."

You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 AM on in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

I have decided, effective immediately, to suspend you from your position throughout these proceedings, with pay. For this reason, the classes you were scheduled to teach this Fall are being covered by other professors. Although it may go without saying, I might also remind you that any attempts to intimidate or retaliate against witnesses or other interested parties or to disparage this institution would be inadvisable.

In conjunction with this letter, I am providing to you the documents that I have relied upon in making my preliminary decision. Should you pursue a full hearing before the hearing committee, the entire case will be heard *de novo*. That means that both you and I will be allowed to present additional evidence that is relevant to the grounds for termination outlined in this letter. A verbatim record of the hearing shall be kept.

I will now address separately in the following sections each of the three categories referenced above. The standard that was applied by me in deciding all three of these matters is as follows:

Did you engage in personal conduct which substantially impairs your fulfillment of institutional responsibilities?

The College Faculty Manual, p.35 ("Grounds for the dismissal of tenured faculty member. . .").

**Category I Allegations --
The September 24 Events
And Their Aftermath**

On September 24, 2010, events took place in the vicinity of Belk Hall on the Erskine Campus. The events began with a student in your classroom and progressed to the calling of EMS and law enforcement. After the events in the vicinity of Belk Hall transpired, there were a number of communications of various types concerning those events.

At the outset, I would like to point out that there is one aspect of your conduct that I have decided to exclude from the discipline process. In particular, after the September 24 incident, you took it upon yourself to criticize the personnel and operations of the Erskine College Athletic Training Program and the Department of Athletics. I have decided to extend to you a broad degree of latitude when it

comes to the expressing of questions, concerns, and even criticisms about safety issues.

I have assumed that you observed on September 24 what you believed to be a medical emergency, even though the end result appears to be that there was no lasting harm to the student. Under those circumstances, you had a right, and, perhaps, a duty, to raise questions and concerns, and even to criticize.

I want to make clear, however, that I am not accepting the validity of your comments, and I am certainly not accepting the manner in which you asserted them. To put it bluntly, you were rude and overbearing. You unnecessarily inflicted pain and emotional distress upon other members of the Erskine community who are working hard every day to fulfill the mission of the College. I condemn your manners in this regard, but discipline is not being proposed for bad manners or your underdeveloped skill in the effective expression of ideas.

While I am more than willing to give you broad latitude when it comes to questions, concerns and criticism over safety issues, I am convinced that you, on September 24, moved out of the realm of ideas and into the realm of unacceptable actions. Set forth below are the three substantive allegations arising out of your misconduct on September 24 that I have credited.

Allegation 1

It is alleged that you, on September 24, 2010, in front of Belk Hall, climbed into, and wrongfully remained in, an ambulance that contained a student. Ex 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of eye witness Maureen Shamy. Ex. 2, pp.1-2.

This allegation is supported by the statement of eye witness Bradley Christie. Ex. 11, pp. 1-2.

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Allegation 2

It is alleged that you, on September 24, 2010, in front of Belk Hall, pushed aside the student's emergency contact and unofficial guardian (Ms. Shamy) while Ms.

Shamy was attempting to communicate concerning that student's care. Ex. 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of Maureen Shamy. Ex. 2, pp. 1-2.

This allegation is supported by an admission you made to Bradley Christie on September 24, 2010. Ex. 11, p.2 ("likely shoved her away.").

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Allegation 3

It is alleged that you, on September 24, 2010, in front of Belk Hall, took it upon yourself to advise a student concerning a medical matter when that student was in the presence of EMS personnel and Ms. Shamy, all of whom had more authority in the matter than you did. Ex. 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of eye witness Maureen Shamy. Ex. 2, pp.1-2.

This allegation is supported by the statement of eye witness Bradley Christie. Ex. 11, pp. 1-2.

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Discussion of Category I Allegations

On September 24, 2010, you saw a situation with a student that you thought warranted medical attention. EMS was called and arrived at Belk Hall. At that point, your responsibilities ended. Even if you have EMS credentials, those credentials did not give you the right to attempt to assert control of the situation after EMS personnel arrived. Your authority was subordinate to that of EMS personnel, and Ms. Shamy.

It is also worth noting, since it is a fact that you chose not to accept, your authority was subordinate to that of Dr. Christie, who is your supervisor. When

Dr. Christie attempted to exercise some restraint upon your actions you told him to "get out" of the ambulance and that "the situation had nothing to do with Erskine." Subsequently, you apologized to Dr. Christie for your rude tone. Ex. 11, pp.1-2 (Christie).

**Category II Allegations –
The Special Faculty Grievance Committee**

In order to better understand your interactions with the special faculty grievance committee appointed by me, a brief chronology is set forth below:

September 27, 2010 – A formal written grievance was submitted by Mark Peeler, Director of Athletics, and Adam H. Weyer, Head Athletic Trainer. Ex. 1.

September 29, 2010 – A formal grievance was submitted by Gid Alston, Chairman, Department of Health and Human Performance. Ex. 3.

October 1, 2010 – The above-mentioned grievances were forwarded to N. Bradley Christie, Interim Vice President and Dean of the College. Dr. Christie informed the grievants that if they wished to pursue these cases, "please file your respective petitions with the Grievance Committee...." Dr. Christie cited the "Faculty Manual, 60." Letter attached as Exhibit 4; Excerpt from Faculty Manual attached as Exhibit 5.

October 14, 2010 – The Grievance Committee met and you appeared. You advised the committee that you would be accompanied by legal counsel should the meetings continue. You also advised the committee that other documents would be subject to subpoena. The committee concluded:

Our charge is limited to bringing about collegial mediation between peers; in our opinion the involvement of external legal counsel takes this above a peer negotiation that we would be able to attempt, and this exceeds our role.

Motion: As our discussions have failed to formulate a workable mediation plan, that we return to the academic office the grievances filed by Prof. Weyer, Mr. Peeler, and Dr. Alston against Dr. Crenshaw PASSED.

Ex. 6.

October 25, 2010 – November 2, 2010 – The faculty Grievance Committee was unable "to formulate a workable mediation plan" As a result, the grievances were returned to the Academic Office. At this time, Dr. Christie forwarded the case to the President's Office for adjudication. Exs. 7 and 8.

November 8 – November 9, 2010 – Dr. Norman appointed a special faculty grievance committee to determine the extent of culpability regarding the charges. Ex. 9. It was contemplated by Dr. Norman that the special faculty grievance committee would advise him on the extent of relevant culpability and he (Dr. Norman) would "determine what disciplinary measures may be appropriate." Ex. 10.

December 15, 2010 - January 4, 2011 – The special faculty grievance committee met on two occasions. There is a transcript of the meeting that took place on December 15, 2010, which will be referred to in more detail below. Ex. 14. On January 4, 2011, the special faculty grievance committee sent a letter to Dr. Norman concluding that: "faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action." Ex. 15.

You appeared at the hearing of the special faculty grievance committee and made a general denial of all allegations against you. Ex. 14, pp. 1, 2, 3. You then explained to the special faculty grievance committee that you had not been interested in "mediation," rather, you want an "adjudication:"

From my first becoming aware that allegations had been filed against me, I understood that the resolution could only come from the adjudication for the following reasons:
Mediation seeks resolution through negotiation; a third party acts as a mediator to help disputants reconcile their difference through explanation and compromise.

Adjudication seeks resolution through judgment, a third party acts as a judge to determine the truth of competing ascertains.

The nature of the competing ascertains [sic] and claims, in this case, do not lend themselves the nature of those claims and ascertains [sic] does not lend themselves, sorry, to the final set of grievances, I'm sorry, to mediation. I'm sorry. Let me do that again. The nature of the competing ascertains [sic] to claims in this case does not lend itself to mediation.

Ex. 14, p.2.

You wanted an "adjudication." I have no problem with that. You even implicitly recognized the authority of the special faculty grievance committee when you told them that they were "the judge and jury." Ex. 14, p.6. It is what follows that I find to be culpable. You deliberately set about to sabotage the hearing process

with obstructionist actions. You engaged in the following examples of unacceptable conduct:

1. You asserted that you had the unilateral right to refuse to answer questions that you deemed to be not "in keeping with the standards of fairness in due process." Ex. 14, p.3. An example of your evidentiary rulings involved the question: "if you would, in your own words, describe the events that occurred on September 2[4th]?" Ex. 14, p.5. Your response to the question was to place demands upon the questioner: "Do you have a particular accusation that you're addressing to form the grievance?" Ex. 14, p.5. The questioner explained: "I am simply asking your view." Ex. 14, p.5. You then chastised the questioner: "I asked you a yes or no question," and proceeded to apologize, in a way, while saying again that "I am under no obligation to answer such a question." Ex. 14, p.5. The transcript is replete with such examples.
2. You threatened the special faculty grievance committee: "You people are putting yourselves in harm's way. This is gonna go to court. You don't want it here. You are putting yourselves in harm's way. That's what I am trying to tell you." Ex. 14, p.7. Later you said, "I would not stay on this committee" and "you are to put yourself in jeopardy." Ex. 14, p.13.
3. Your threats had the effect you desired. Dr. Eisner resigned from the committee saying, "I am very much a proponent of faculty self-governance and defending faculty rights, but the environment is so toxic, with pervasive bullying on the part of Dr. Crenshaw that I must recuse myself." Ex. 14.
4. A large portion of the December 15 hearing transcript is made up of instructions by you to the committee about how they should do their job. For example, see Ex. 14, pp. 8, 10, 11, 13, 14, etc.

I find probable cause to believe that you engaged in misconduct before the Special Faculty Grievance Committee.

Discussion of Category II Allegations

The above-cited examples, plus the entire December 15 transcript, taken as a whole, establish a bullying behavior on your part and contempt for the special faculty grievance committee. Your actions made it impossible for the committee to do its work. Finally, the committee threw up its hands and sent the matter back to me while seeking protection from your threats. In its final letter, the committee summarized the matter as follows:

From the beginning it became readily apparent that Dr. Crenshaw's interpretation of the committee's role, what questions should be asked or answered and in what context, and what specific areas to which the questions should be limited was very different from that of the committee members. Dr. Crenshaw was asked for his account of the events in question; he felt this was not sufficiently specific and declined to answer. After an appropriate amount of time was spent on further questions and discussion, the committee agreed that we would not be able to gather the information necessary to make an informed decision, and there were sufficient other concerns that we voted to suspend the actions of the committee until further notice.

At this time we believe that we can do no more to help resolve this situation. It is our opinion that faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action. Also, per our discussion, you absolve the committee and its members of any responsibility or actions regarding this matter.

Ex. 15.

It is important to me that your actions before the special faculty grievance committee evidence a pattern. Just as you refused to acknowledge legitimate authority on September 24, you refused to acknowledge and respect the legitimate authority of the special faculty grievance committee on December 15. While vigorously asserting your frequent claims of ignorance, oppression and tyranny on the part of others, you have overstepped the line. Your volatility has created a hostile working environment on the Erskine campus. In summary, you have repeatedly engaged in conduct that impairs your fulfillment of institutional responsibilities.

Category III Allegations -- Disloyalty and Disparagement of the College and Its Mission

This allegation is simple. You posted on a computer blog the following statement:

I think this site does accomplish three things. First . . . This is a means to an end. The end are [sic] the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up.

Ex. 16 (emphasis added).

Discussion of Category III Allegations

The above statement is blatant disloyalty to Erskine College. Regardless of the ends you may be attempting to achieve, the method you have chosen substantially impairs your fulfillment of institutional responsibilities as a tenured professor and has the potential to seriously harm the College. You apparently believe that you can engage in disloyal and disparaging activities against Erskine College and at the same time collect a paycheck from the College. I am confident that you are wrong. This is a terminable offense.

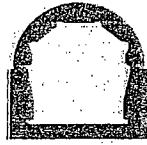
Conclusions

There are two basic questions for me to determine. First, is there probable cause to believe that you engaged in culpable conduct? I have answered that question in the affirmative.

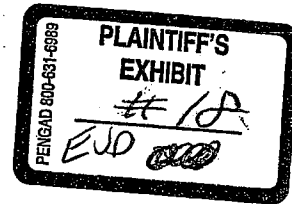
The next question for me to consider is the appropriate penalty. In this connection, I have reviewed your file and concluded that you have engaged in conduct of a similar nature in the past and have even received lesser forms of discipline. For example, I am sure you recall the reprimand you received in 2007, and your required apology to a student in 2005. All of these past instances, along with the current one, convince me that there is no reason to hope that disciplinary measures short of termination will correct your behavior. Therefore, my decision is to seek your termination in accordance with the procedure outlined above.

Sincerely,

David A. Norman
President



ERSKINE
COLLEGE



September 7, 2011

Dr. William Crenshaw
Seven College Street
P.O. Box 218
Due West, SC 29639

Dear Dr. Crenshaw:

In view of your failure to make a timely demand for a hearing before the faculty committee in accordance with my letter to you dated August 12, 2011, and the *College Faculty Manual*, your employment is terminated at the end of the day today, September 7, 2011. The grounds for your termination are set forth in the August 12 letter referred to above.

Please contact Greg Haselden in the Business Office to coordinate a mutually convenient time for you to secure your property located in your faculty office, which should be completed by no later than 5:00 PM on Friday, September 16, 2011. Mr. Haselden may be reached at (864) 379-8812 or at haselden@erskine.edu. Additionally, please return your building and office keys, your Erskine-issued computer, and any other Erskine property to Mr. Haselden.

Sincerely,

David A. Norman
President

DOC080911-4.pdf
217K



David Norman <norman@erskine.edu>
To: Bill Crenshaw <billcren@mac.com>
Cc: Tinsley Robert <rtinsley@nctv.com>

Wed, Aug 10, 2011 at 12:33 PM

Dr. Crenshaw,
Please find a draft of the announcement copied below. If there is anything in it that you would like for me to say differently, please let me know. We would like to send this tomorrow, so I need the agreement back from you this afternoon or tomorrow morning. If you think you will need more time before you can sign the agreement, or if there are any items to discuss, please let me know ASAP.
Thanks,
David Norman

To: Erskine Faculty-Staff
From: D Norman

Subject: Dr. Bill Crenshaw

Erskine Family:

I wanted to inform you that Dr. Bill Crenshaw and I have mutually agreed to arrange his retirement from the faculty of Erskine College. While the specific terms of our arrangement will remain private, we agree that it appropriately reflects Dr. Crenshaw's long service to Erskine and enables us both to part ways in good conscience.

Since Dr. Crenshaw's retirement will be effective immediately, I have asked Dr. Christie to make the necessary arrangements to cover Dr. Crenshaw's classes for the fall semester.

While it is common knowledge that Dr. Crenshaw has become increasingly uncomfortable with the way in which Erskine is pursuing its mission, I want to express our genuine gratitude to Dr. Crenshaw for his many personal and academic contributions to Erskine. He has served Erskine for thirty-five years since 1976, and as the Dorn-Reeder Professor of English since 1987. Dr. Crenshaw is widely respected by students, fellow faculty, and alumni across several decades, not only for his teaching, but for his personal attention and care for individual students.

I realize that many across campus and within the extended Erskine community will be concerned by this development and question the circumstances surrounding it. That is understandable. There is likely to be considerable public and private discussion, both online and off, regarding this matter. However, out of respect to Dr. Crenshaw and the greater Erskine community, please refrain from engaging in those discussions in any way that would disparage Dr. Crenshaw or Erskine College and Seminary. Any inquiries from members of the media or other interested parties should be directed to the office of the chief communications officer (Cliff Smith, smith@erskine.edu).

Please keep Dr. Crenshaw and his family in your prayers as he departs Erskine.

(Quoted text hidden)

Bill Crenshaw <billcren@mac.com>
To: David Norman <norman@erskine.edu>
Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Wed, Aug 10, 2011 at 2:47 PM

Dr. Norman:

Plans to announce my retirement are premature. Both my attorney and I received the terms of the proposed agreement only yesterday. Also, the agreement itself allows for twenty-one (21) days for full consideration of



From: Gid Alston <alston@erskine.edu>
Subject: **Re: FYI**
Date: December 16, 2010 12:46:49 PM EST
To: Bill Crenshaw <billcren@mac.com>

Thanks Bill. I haven't given the issue much thought since I sent in the grievance. I'll ask about it, but I'm pretty sick of the whole thing.

Gid

On 12/16/10 10:48 AM, "Bill Crenshaw" <billcren@mac.com> wrote:

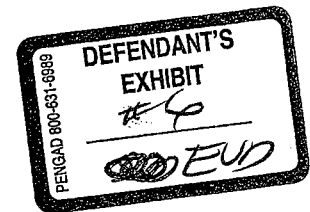
Gid —

Yesterday I met with the special committee that president Norman set up to deal with the grievances. I thought you ought to know that your grievance wasn't sent to the committee: only Adam's and Mark's was. I'm assuming that you wanted them to consider your grievance also.

Now don't get me wrong — I'd rather not have to deal with ANY grievances. But yours were in the pipeline, and, frankly, I want the opportunity to be able to refute them. As I said, I'm assuming that you still want yours to be heard.

Just thought you ought to know what the situation is.

bill



From: Bill Crenshaw <billcren@me.com>
 Subject: **Ad Hoc Justice**
 Date: October 5, 2010 8:59:13 PM EDT
 To: hthomas@erskine.edu
 Cc: Bill Crenshaw <billcren@me.com>, Brad Christie
 <nbc@erskine.edu>, Joan Little <little@erskine.edu>, John
 Showalter <showaltr@erskine.edu>, Brooks Kuykendall
 <bkuykend@erskine.edu>, Dale Smith
 <dsmith@erskine.edu>, Sandy Chaney
 <chaney@erskine.edu>, schwab@erskine.edu,
 norman@erskine.edu

On Oct 5, 2010, at 5:39 PM, hthomas@erskine.edu wrote:

Bill:

I acknowledge your request for "... any and all documents pertaining to the grievance". It is not my decision to withhold or supply these documents, it's a committee decision, and I will follow the decision of the committee.

Howard

Ad Hoc Justice

It's hard to understand why the workings of justice within the Erskine bubble should be less just than the workings in that corrupt and fallen world beyond, but I fear that this may just be the case.

Is it the will of the faculty, for example, that the rights of one accused within the bubble should be fewer than they are outside?

In the world beyond the bubble, if you are accused of a transgression which involves cranking up the creaking machinery of communal justice, you can expect that you will be provided with the details of the accusations against you, down to the last jot and tittle; indeed, you will be provided with all of the evidence that your accuser has as well as his accusation; you will further be provided with the opportunity to directly examine the claims of your accuser in person; and further, if you cannot afford a legal guardian to guide you through the tangled swamp, one will be provided you.

In the Erskine bubble, however, if you are accused of some transgression which involves cranking up our own creaking toy machines

of communal justice, you'll find that your rights have become subject to the whims of the committee and its chair.

The chair may decide that you don't get to see the accusations against you, for example; when pressed he may claim that is a committee decision and that he will abide by the wisdom of the members of the committee -- in this case, the Grievance Committee.

Now there are many other problems with the charge to the Grievance Committee as it is stated in the Faculty Handbook, and many, many more with the failure of the Handbook to prescribe a procedure to be followed in hearing the case, one that protects the rights of all involved (but especially of the accused) and that is consistently followed year by year no matter how the composition of the committee changes. Surely the administration and the faculty would like for equity and consistency to rule its quasi-legal proceedings. But that is a matter for another day.

Right now my request is simple: I want to be treated fairly. A grievance has been filed against me. I am automatically placed in jeopardy by this accusation (indeed, word and rumor have already spread even to Seminary faculty, as I found out today.) I have asked to see the accusations. The chair has denied this request, deferring to the wisdom of the committee. I argue that neither has the power to deny my right, at the earliest opportunity, to see the accusations made against me.

What is occurring now is ad hoc justice, justice on the fly. We make stuff up as we go along. We've seen something too much of that lately.

Our instruments of academic justice should grant at least the same rights to the accused that are granted by our instruments of civil justice. This means, I believe, that neither the chair of the Grievance Committee nor the committee members individually or in concert have the right to withhold the particulars of the accusations made against me.

If you claim otherwise or disagree, what is the principle on which your disagreement rests? What is the basis for withholding from the accused what he is accused of? What good is accomplished by such withholding? By what right does the chair or the committee withhold such information from the accused?

Is this what the faculty wants of its committees -- an arbitrary assertion of power that stands at variance with the normal rights and protections that exist beyond the bubble, out there in the real world?

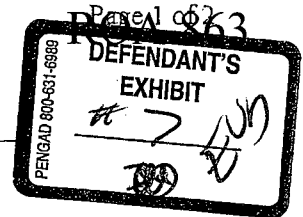
If the chair or the members or anyone else can provide me with one

sound reason that justifies withholding this information, I will withdraw my request as well as my quest to change what I think clearly needs changing.

So -- on what principle does such denial stand?

Bill Crenshaw

Brad Christie



From: Bill Crenshaw [billcren@me.com]
Sent: Wednesday, October 06, 2010 8:00 PM
To: hthomas@erskine.edu
Cc: Bill Crenshaw; bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu; schwab@erskine.edu; nbc@erskine.edu; chaney@erskine.edu
Subject: Re: Question for Grievance Committee Members

Please let me know whether you support giving a paper copy of the grievance letter to each member of our committee with the agenda.

Obviously the relevant documents should be distributed to the members of the committee. Surely that is a given. That is not the problem that the chair should be addressing.

The problem is that the accused has yet to be shown these relevant documents.

To distribute these documents to the members of the committee before the accused even sees them is the equivalent of providing a jury with the prosecutor's case before the defendant is even informed what he is being charged with. This case fairly rings with irony in that the accused will first discover the particulars of the complaint against him not because he is the accused but because he is a member of the Grievance Committee.

This is, as I said earlier, *ad hoc* justice, justice on the fly. We're making this up as we go along.

And that's the point. We shouldn't *have* to be making this up as we go along.

This is not an ordinary committee. This is a committee whose task is adjudication. Adjudicating a dispute based on one faculty member's charges against another is not the same as approving Winter Term courses or gathering information for SACS. The Grievance Committee is involved in an adversarial dispute that could have far-reaching consequences and legal implications.

At the very least, before the Grievance Committee acts, it should have a prescribed procedure that is fair to all parties, is in keeping with basic judicial assumptions, and is applied consistently year after year no matter what the make-up of the committee. Guidelines to insure that these requirements are met need to be in place before the Grievance Committee moves on *any* case. Without such guidelines, it is difficult to see how actions taken by the committee will not seem at best arbitrary, at worst capricious.

Good intentions will not justify bad actions.

It would be advisable, therefore, for members of the Grievance Committee to consider carefully the position that they are putting themselves in if they go forward with the case under these circumstances. Already the chair has denied the accused access to the accusation; the chair has not indicated what if any ideas he has regarding the details of the procedure to be followed, details which should, as I've said, already be in place and should be set up not by this committee, but by a committee designed to draw up such a procedure, a committee that has access to legal advice and counsel.

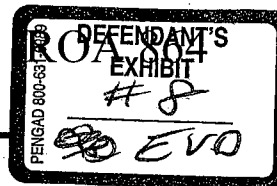
If this Grievance Committee does decide to proceed with this case, I request that the chair recuse himself from the proceedings; his unwillingness to furnish the accused with the bill of particulars is, I think, a sufficient reason for the request; but at a chance encounter this morning the chair evinced a hostility toward the accused which argues that he cannot hear this case with the required objectivity.

Bill Crenshaw

10/7/2010

Defendants 0764
CONFIDENTIAL

Brad Christie



From: hthomas@erskine.edu
Sent: Thursday, October 07, 2010 10:01 PM
To: Bill Crenshaw
Cc: hthomas@erskine.edu; Bill Crenshaw; bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu; schwab@erskine.edu; nbc@erskine.edu; chaney@erskine.edu
Subject: Re: Question for Grievance Committee Members

Dear Bill:

Thank you for your comments regarding the case before the Grievance Committee. I assure you that I am trying to move forward in a fair way. I would really appreciate it you would stop alleging that I have refused to give you the details of the charges against you. I do not believe I have the authority to hand over the letter without committee agreement or guidance. There is no written policy or list of guidelines to give me direction on this matter. Perhaps I should get legal advice now on that very point.

I think we all have questions about procedure to use and I want to be sure we develop a correct procedure before we begin. I thank you for your suggestions regarding procedure and guidelines both in your e-mail and as communicated to another member of the committee. I think they are very helpful and I will follow up on them.

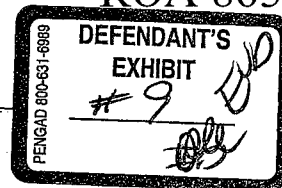
As to your allegation that I have a "hostility towards you", that's totally false. I have the greatest respect for you as a person and as a teacher and I remind you that we have been colleagues for over 30 years. When we passed one another at the front of the classroom after faculty meeting, I was following another member of the Grievance Committee who had asked to speak to me privately outside. I was focused on that conversation and responded appropriately to your greeting.

It is my hope that you and I can communicate effectively during this process. Certainly I will try to do my part.

Sincerely,

Howard

Please let me know whether you support giving a paper copy of the
>> grievance letter to each member of our committee with the agenda.
>
> Obviously the relevant documents should be distributed to the members
> of the committee. Surely that is a given. That is not the problem that
> the chair should be addressing.
>
> The problem is that the accused has yet to be shown these relevant
> documents.
>
> To distribute these documents to the members of the committee before
> the accused even sees them is the equivalent of providing a jury with
> the prosecutor's case before the defendant is even informed what he is
> being charged with. This case fairly rings with irony in that the
> accused will first discover the particulars of the complaint against
> him not because he is the accused but because he is a member of the
> Grievance Committee.
>
> This is, as I said earlier, ad hoc justice, justice on the fly. We're



Brad Christie

From: Bill Crenshaw [billcren@me.com]
Sent: Friday, October 08, 2010 1:09 PM
To: hthomas@erskine.edu
Cc: Bill Crenshaw; bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu;
dsmith@erskine.edu; schwab@erskine.edu; nbc@erskine.edu; chaney@erskine.edu
Subject: Re: Question for Grievance Committee Members

Howard --

Thanks for your note. Please understand that I am criticizing process, not person.

Some brief points:

I would really appreciate it you would stop alleging that I have refused to give you the details of the charges against you.

This is not an allegation. This is a fact. I have asked for the details. You have refused to send them to me. These are facts. An allegation is a claim requiring adjudication.

Perhaps I should get legal advice now on that very point.

Seeking legal advice for the performance of Grievance Committee duties is beyond the scope of the committee or the chairman. I agree with your point regarding the lack of clear policy for the committee. The administration should write more specific and comprehensive policy and guidelines for the committee with advice that it receives from legal counsel.

If you suggest that you have to seek legal counsel for your decisions as chair, I would suggest that you have been placed in an untenable position by the administration. Surely none of us as faculty ought to have to seek legal counsel for our normal duties, whether as chair or as a member of a standing committee.

I think we all have questions about procedure to use and I want to be sure we develop a correct procedure before we begin

The whole point here is that it is not up to the committee to develop procedures. This is a standing committee. Procedures should have been developed years ago so that they can be followed consistently and fairly. For the committee itself to attempt to develop procedures is, as I have said, making up justice as we go along instead of following established, sound procedures. It also means the the process is reinvented every time the committee is reconstituted. This should simply not be permitted for a committee whose responsibility is adjudication.

As to your allegation that I have a "hostility towards you", that's totally false.

10/8/2010

You are right. This is an allegation. I claim it is true; you claim it is false. If you choose not to recuse yourself from the committee, I would be forced to file a grievance and seek adjudication from the Grievance Committee before the Grievance Committee could proceed with Adam's case. And as the accused, you would not, under current practice, be allowed to see the specific allegations against you nor the evidence offered in support of those allegations until after all that material had been shared with the committee as a whole.

I have the greatest respect for you as a person and as a teacher and I remind you that we have been colleagues for over 30 years.

I agree and feel the same way about you. Thirty-four years, by the way, and yes, I am counting. All of which makes the situation in which we find ourselves regrettable and painful. As you may know, I have been the target of allegations from students, faculty members, and board members, especially in the last four years, primarily because I speak out. These allegations have been distortions or outright lies. The situation has been so bad that I have been forced to record all of my conversations with members of the administration, with many colleagues, and with students for my own protection. I record most of my classes. I will no longer be put in a he said/he said situation. I need evidence to counter false attacks.

I have also become proactive in protecting my rights and will jealously guard processes that protect those rights and attack processes which fail to protect those rights. That makes it difficult to separate the criticism I am making of the process from criticism of you. I am not criticizing the colleague I have known for three plus decades. I am criticizing the dreadful structure of a committee that has power which is ill-defined and subject to abuse. I think the charges against me are laughable; I think the committee would find them so.

If my concern were merely beating the charges, we would have made more progress in this case by now. But the principle is more important than this particular case. NO faculty member should find herself having to make a defense against allegations within this structure. It is unconscionable that this structure has existed so long. I am at a loss to explain why faculty members previously subject to these guidelines quietly submitted to them. The fact that others have so submitted makes no difference to me. Here I take my stand; I can do no other.

I do apologize for the fact that the situation has entangled you -- or anyone who was nominated for and accepted the position of chair. My experiences with justice at Erskine have been less than satisfactory, ending with the actions of the last administration and beginning with the actions of this one. Unfortunately, you find yourself in a cross-fire that is not new. Truly, there is nothing personal here; that won't, however, stop the bullets from flying.

Bill

On Oct 7, 2010, at 10:01 PM, hthomas@erskine.edu wrote:

Dear Bill:

Thank you for your comments regarding the case before the Grievance Committee. I assure you that I am trying to move forward in a fair way. I would really appreciate it you would stop alleging that I have refused to give you the details of the charges against you. I do not believe I have the authority to hand over the letter without committee agreement or

10/8/2010

Defendants 0773
CONFIDENTIAL

guidance. There is no written policy or list of guidelines to give me direction on this matter. Perhaps I should get legal advice now on that very point.

I think we all have questions about procedure to use and I want to be sure we develop a correct procedure before we begin. I thank you for your suggestions regarding procedure and guidelines both in your e-mail and as communicated to another member of the committee. I think they are very helpful and I will follow up on them.

As to your allegation that I have a "hostility towards you", that's totally false. I have the greatest respect for you as a person and as a teacher and I remind you that we have been colleagues for over 30 years. When we passed one another at the front of the classroom after faculty meeting, I was following another member of the Grievance Committee who had asked to speak to me privately outside. I was focused on that conversation and responded appropriately to your greeting.

It is my hope that you and I can communicate effectively during this process. Certainly I will try to do my part.

Sincerely,

Howard

Please let me know whether you support giving a paper copy of the grievance letter to each member of our committee with the agenda.

Obviously the relevant documents should be distributed to the members of the committee. Surely that is a given. That is not the problem that the chair should be addressing.

The problem is that the accused has yet to be shown these relevant documents.

To distribute these documents to the members of the committee before the accused even sees them is the equivalent of providing a jury with the

10/8/2010

Defendants 0774
CONFIDENTIAL

Hot Topics, Cool Heads B

[Home](#)

[Archives](#)

[Profile](#)

[Subscribe](#)

09/25/2010

A Re-Introduction

I introduced myself to a good many of you back in August on a pre-semester blog. Some, but not all. It seems like a good time to update that introduction. Here it is.

Okay — you found us. Good. Before you leave this blogsite, please use the comment section to register your presence. A simple “Hi” will do, although you’re free to say or ask — please ask — anything.

 pastedGraphic.pdf

As I said earlier, sorry to miss you at preorientation. I look forward to meeting you all in a couple of weeks.

First, a brief biography, since you might have questions about who I am, especially since you had to sign that odd disclaimer, which we’ll be talking about later.

Education — let’s go backwards.

- I’ve been teaching English at Erskine since the fall semester of 1976, right after I finished up my PhD at USC (Carolina, not California).
- In the spring of 1973, I began my PhD program at Carolina.
- In the fall of 1972 I was at Fort Sill, OK, learning how to shoot cannons.
- From the fall of ’70 through the spring of ’72, I worked on my Masters degree at USC.
- From the fall of ’68 through the spring of ’70 I attended Wofford College. Graduated 1970.
- From the fall of ’66 through the summer of ’68 I attended the US Air Force Academy in Colorado. I transferred after the summer of ’68.
- In 1966 I graduated from Spartanburg High School in Spartanburg SC. (Dorman, for any of you from that school, was built while I was at SHS.

My father was a Methodist minister. so we lived all around SC — Greer, Barnwell, Charleston, Gaffney, Spartanburg, Columbia, Greenville. In the late ’50’s and early ’60’s, there was a really big difference between a Charleston accent and a Gaffney accent, so now I don’t really have an accent.

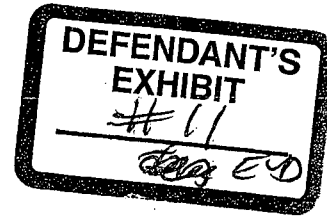
Married, two children, both boys. They may be out of college, but I’m still paying the college loans!

Interests and activities — reading, obviously. Have done some camping, especially when children were young. Best was five weeks in the southwest. Used to cycle a bit, but bikes are in the back of the storage shed now. Writing — I write mystery stories; more on that later. On the local school board now; before that on the local hospital board. Have volunteered at various positions, mostly offstage, at the Abbeville Opera House, for plays, not for opera. Can’t sing a lick. Was a volunteer EMT for almost twenty years

http://ishmael.typepad.com/_hot_topics_b/2010/09/a.html

12/8/2010

Defendants 0722
CONFIDENTIAL



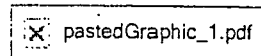
in Due West, ending as a paramedic. Interesting experiences there. Used to have a big veggie garden, but have given it up for some summer travel. Movie fan. See *Inception* if you haven't. Mac user. On internet a lot. About to give up on tv. Most of what I want I can find online or at NetFlix. Follow politics avidly, though often just get disgusted and don't read anything political just to clean out my head. Listen to lots of kinds of music. On iPod, listen to both music and books. Don't think I want an iPhone; would rather have an iPad and a cheap mobile. Do have a Kindle. Don't text; don't want to.

Scary stuff, huh? No wonder you had to sign a disclaimer . . .

I mentioned writing mystery stories. Let me use that to give you an idea of what critical thinking is.

A mystery story, as I learned when I accidentally started writing them, doesn't mean that the reader has to solve a mystery. A better label would probably be "crime" story rather than "mystery" story; "mystery" is a term that includes the whodunits — think Agatha Christie — and a wide range of other types besides, including thrillers, cop stories, courtroom dramas, detective stories — the list goes on.

For us the point is this: no form of fiction (or tv or movies) illustrates what you're going to be doing in



critical thinking better than crime fiction. So, if you want to know what you'll be learning in the class, you wouldn't be wrong to see yourself learning to be a detective or a lawyer — a person who investigates a crime or puts the criminal on trial.

The reason is this: the detective and the lawyer are focused on two things: first, facts; second, what the facts add up to.

Let's say you're a criminal lawyer. (In fact, in class, we'll use a trial as our model for what we're doing in critical thinking.) You're a prosecutor. Across the courtroom from you is the defense lawyer. Sitting by the defense lawyer is the accused.

Your job is to convince the jury (or the judge, in some cases), that the accused is guilty of the crimes he is charged with. The defense lawyer's job is to make sure the jury (or judge) does not find your argument compelling.

Argument. Not a fight, like with your brother, sister, or parents, but an explanation of the facts of the case that will convince the jury that the accused is guilty as charged. An argument is a *thesis* (a key idea, a **conclusion**, a **point**, a **theory**) plus *support* (facts and analysis of those facts).

Now here's the interesting part: both you as the prosecutor and the accused's defense attorney are *working from the same set of facts*. Your argument is that the facts demonstrate the guilt of the accused. The defense attorney's argument is that the facts do not indicate any such thing. Two different conclusions; same facts. One argument will be better than the other. That's the argument that we want to learn to make.

Taken together, all the facts are known as the **evidence**. Facts usually don't mean much by themselves; they have to be analyzed and connected.

Critical thinking, then, involves being able to identify facts and then being able to reason from those facts to a sound conclusion.

So we have a few basic jobs right away, the most important of which is understanding clearly the differences among three key terms: **fact**, **opinion**, **conclusion**. And we'll have to be exact in our understanding; we can't just use our sloppy, everyday definitions. A lot of law — or any profession — is a matter of learning precise definitions for key terms.

Both the detective and the lawyer focus on **facts**. The facts are what you need to reach a **sound conclusion** rather than depending on a mere **opinion**.

More later. Don't forget to leave a comment to show that you were here.

Okay -- You may have read all that before. Now in light of the incidents on Friday, let me expand the EMS aspect of this short biography.

When I entered EMS back in the early 1980's, emergency medical services were provided in Abbeville County (and lots of other, usually rural counties) by volunteer "rescue squads" -- a misnomer, since these were really ambulance services (as opposed to SAR units -- Search And Rescue) that provided the same emergency medical service provided elsewhere. We didn't get paid and we didn't charge patients for our services. We were sustained by some county money and by donations.

To be on a rescue squad, or on a paid service, you had to be certified as an EMT -- emergency medical technician. To certify, you had to take the state-sponsored basic EMT course, which included hundreds of classroom hours and "practical" hours (hours in field training, working on an ambulance, or in a hospital emergency room) and also pass the exams -- one a test of "book" knowledge -- what you learned from textbook and lectures -- and "practical" knowledge -- a test of your ability to apply book knowledge in the field. The practical test involved five testing stations -- a cardiac station, for example, where you would be given a scenario and have to treat various cardiac problems -- a trauma station, a bandaging station, diagnostic signs and symptoms, etc.

If you passed those tests, you were certified by the state Department of Health and Environmental Control (DHEC) as an EMT-B -- a Basic EMT -- and you were qualified to work on an ambulance. Every ambulance in the state, and in most states, since the requirements were becoming nationally standardized, had to have at least one EMT-B to "work in the back" of an ambulance -- that is, to give patient care. The driver did not need to be a certified EMT, although EMTs preferred that drivers also were certified -- it helped if the driver had experience working a patient in the back of a moving ambulance: it made him (or her) a better driver.

I got my basic certification in the early 80s.

An EMT-B can practice non-invasive emergency medicine; that is, she can do things like splint potential breaks (from a finger to a full spinal precaution total body splint), bandage wounds, stop bleeding, do CPR, provide ventilation with oxygen up to 100%, extricate car wreck victims from damage vehicles while protecting the spine -- just about anything short of penetrating the body -- that is, by starting an IV, decompressing a tension pneumothorax, administering an injection of a variety of cardiac, seizure, diabetic, or overdose drugs, operating a monitor/defibrillator, intubating an unconscious patient, and other advanced skills. All of those took much more training for EMT-P or Paramedic certification.

And of course one of the most important skills for all levels of EMTs was patient evaluation. You couldn't treat what you didn't understand. Your vital job was to recognize the likely cause of the patient's condition so that you could rapidly and effectively stabilize the patient and maintain his condition until you got him to definitive care, i.e., an ED (emergency department) with its equipment and ED nurses and docs. The ability to evaluate -- to know what you can know, and just as importantly, to know what you can't know -- is the key to successful emergency medical intervention. "You can't treat what you can't see," is a basic dictum of EMS -- meaning that you have to expose the body of a trauma patient so you don't miss any injuries -- and, yes, that means cutting off the clothing of an unconscious car wreck victim. It also means you can't treat internal injuries. You are trained to recognize signs and symptoms that indicate possible internal injuries -- a change in LOC (level of consciousness), pupillary reaction, bilateral strength, that might indicate an intracranial bleed in a head injury patient; changes in skin color, pulse, respiration, BP (blood pressure), LOC, mechanism of injury that might indicate internal bleeding in the major body cavity or from a major artery in the thigh -- and you can treat the patient to prevent these hidden injuries from killing the patient in the back of your ambulance, but definitive treatment for these kinds of injuries is surgical and is performed by surgeons in the OR.

The EMT's job is to efficiently and effectively recognize and evaluate the patient's condition, to provide

intervention appropriate to the EMT's level of training in order to stabilize the patient, to give the ED a detailed report on the patient enroute to the hospital so that the ED can be prepared for that particular patient's arrival, and to transport the patient rapidly and safely (safely safely safely) to the hospital.

Because chances for a positive patient outcome improve with the sophistication of the intervention provided in the field, South Carolina in the mid-80's began the EMT-I program, Intermediate EMT (more advanced than Basic but still much less advanced than Paramedic). EMT-Is could use the earliest AEDs (Automatic Electronic Defibrillators) on cardiac arrest patients, could do a form of intubation (esophogael) to protect the airway in an unconscious patient, and could start IVs of three or four different fluids.

I took one of the earliest EMT-I classes offered and was certified as an Intermediate in the mid-80's. I also took EMT Instructor training and taught the Basic EMT course -- again on a volunteer basis.

I can't say for sure, but I think we ran more or less a 50-50 split between medical calls (calls due to illness, including cardiac patients, diabetes, OBGYN emergencies, overdoses, etc.) and trauma (falls, broken bones, gunshot wounds, lacerations, outdoor accidents, workplace accidents, and, the most common, auto accidents).

I became an EMT-P, a Paramedic, in the early 90's. Paramedic skills are far more invasive and advanced and include regular certification in additional training after initial certification, especially when standards or protocols are updated. Such extra certifications include ACLS (Advanced Cardiac Life Support), ATLS (Advanced Trauma Life Support), advanced pediatric life support courses (whose acronym I've obviously forgotten), and others. You've seen on tv and in movies a team in a hospital "running a code" -- that is, a team rushing in with a crash cart to deal try to revive a patient who goes into cardiac arrest. A paramedic has to be able to run a code in the field, or by himself in the back of a moving ambulance. I have done this.

In addition to special training all EMT's have to recertify at their level or at a more advanced every three years. They also all have to take monthly training sessions throughout the year between recertifications. Finally, SC EMT's of all levels are trained to national standards.

I left EMS around the year 2000. I had put in close to 20 years.

So why should you know this?

So that you will know that if I call an ambulance for a student, I do so based on extensive training and extensive experience on the street in emergency medical situations. In my experience I have treated hundreds of closed head injuries -- from sports, from falls, from recreation accidents, from workplace accidents, from fights, from incredibly stupid stunts, and mostly from car wrecks. Almost every 10-50, as we called them, has more than one victim, or PI (persons injured or personal injuries); almost all such PIs are treated for head trauma. In my career I ran at least 400 10-50s, at most of which we treated multiple patients.

When I call for an ambulance, therefore, I know what I am doing based on thousands of hours of authoritative instruction and thousands and thousand of hours of experiential learning. I have far more training and experience in dealing with head trauma in the field, on the street, than does anyone else on this campus.

In a future post, I will discuss emergency medicine as a hair-raising exercise in critical thinking. Future doctors (and others) stay tuned.

Posted at 09:29 PM | [Permalink](#)

Favorite

| [Reblog \(0\)](#)**Comments**

You can follow this conversation by subscribing to the [comment feed](#) for this post.



That is awesome...Emergency knowlege is a great thing to know!!!!

Posted by: Alex Oakes | [09/26/2010 at 09:30 PM](#)



You definitely made the right decision. Saving a person's life is much more important than "following the rules".

Posted by: Ax Dillingham | [09/26/2010 at 11:37 PM](#)



GO DR. CRENSHAW i would i have done the exact same thing. I don't trust athletic trainers.

Posted by: Taylor Britain | [09/27/2010 at 10:10 AM](#)

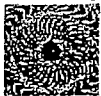


I think you made the right decision. I don't think Erskine will disagree with what you did. Actually I think it's stupid that athletes have to go to an athletic trainer just to be told "yep. Go to the doctor." What if that person doesn't make it to the doctor? THIS is the kind of topic I can actually write about!

Posted by: Megan Ashley | [09/27/2010 at 05:10 PM](#)

I agree completely, there is no reason to waste time hunting down the athletic trainer just to be told the athlete needs to go to the hospital.

Posted by: Nicole Shannon | [09/27/2010 at 06:55 PM](#)



Wow. That's awesome that you have that much experience in the field. I'm sure it comes in handy on a regular basis (as we saw Friday). I know you made the right decision Dr. Crenshaw. That policy is an accident waiting to happen; not just for a student but for the college. It's absurd to waste time going to an athletic trainer for something as serious as a head injury.

Posted by: [Daniel Prohaska](#) | [09/27/2010 at 08:20 PM](#)

http://ishmael.typepad.com/_hot_topics_b/2010/09/a.html

12/8/2010

Defendants 0726
CONFIDENTIAL



I had no idea that your EMT education was that extensive, that is amazing! I totally agree with what you did Dr. Crenshaw. As an athlete, I can honestly say that what you did was the smartest decision to make. If it was me in that situation, I would absolutely want the safer decision to be made rather than the more risky one. Lies are no small matter, what you did was the best decision.

Posted by: Chris Caldwell | [09/27/2010 at 08:39 PM](#)

The comments to this entry are closed.

[Hot Topics, Cool Heads B](#)

[Powered by TypePad](#)

Brad Christie

From: Bill Crenshaw [billcren@me.com]
Sent: Monday, October 04, 2010 9:56 PM
To: Brad Christie
Cc: Bill Crenshaw
Subject: Fwd: Grievance Committee

Brad -- forwarding correspondence between Howard and me.

Bill

Begin forwarded message:

From: Bill Crenshaw <billcren@me.com>
Date: October 4, 2010 9:54:36 PM EDT
To: hthomas@erskine.edu
Cc: Bill Crenshaw <billcren@me.com>
Subject: Re: Grievance Committee

Howard --

I am not asking for input. I am asking for the particulars of the complaint. Before I agree to anything, I must be furnished with a copy of everything you have received. You have no authority to keep any information from me. There is nothing in the committee's charge that gives you such authority.

Please have a copy of all relevant information in my box tomorrow.

Bill

On Oct 4, 2010, at 9:22 PM, hthomas@erskine.edu wrote:

Bill:

I'm confident that the committee will ask you for your input soon, but for

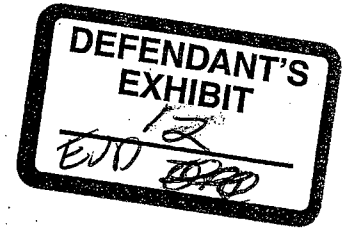
now I'm getting the committee together. To do that I need you to agree to

recuse yourself from the committee deliberations.

Thank you,

Howard

10/5/2010



Howard --

Would send me the particulars of the complaint?

Thanks.

Bill

On Oct 4, 2010, at 3:04 PM, hthomas@erskine.edu wrote:

Bill:

The Grievance Committee has received a case which involves you and

Professor Weyer and Mark Peeler, Director of Athletics. In these

circumstances, would you agree to recuse yourself from the committee

deliberations pertaining to this case?

Thank you,

Howard

10/5/2010

Defendants 0752
CONFIDENTIAL

ROBERT TINSLEY <rtinsley@nctv.com>

Fwd: Request for Special Committee

3 messages



Begin forwarded message:

From: Amanda McCombs <mccombs@erskine.edu>
Date: December 2, 2010 9:51:07 AM EST
To: crenshaw@erskine.edu
Subject: Request for Special Committee

Dr. Crenshaw,

The appointed special committee recently held its first meeting and reviewed the materials provided. In order to adequately and effectively respond, the committee has requested additional information. The committee would like for you to provide a statement addressing the events of Friday, September 24th. If you have copies of, or links to, any information posted online or any information about student conversations related to the case, the committee would like to receive that information as well. Please submit your statement and any additional information to Amanda McCombs by Thursday, December 9th so the matter can be settled as quickly as possible. Thank you for your cooperation.

Sincerely,
Amanda McCombs

Bill Crenshaw <billcren@me.com>
To: Amanda McCombs <mccombs@erskine.edu>, mina@erskine.edu
Cc: Bill Crenshaw <billcren@me.com>

Mon, Dec 6, 2010 at 10:38 PM

ROA 877

To: Amanda McCombs, Al Mina

Dear "Special Committee":

I herein respond to the requests of the "Special Committee" dated Dec. 2, 2010. Due to time constraints, I am unable to write a statement addressing the events of Friday, September 24, 2010. However, I will gladly appear before your Committee without my attorney, Robert J. Tinsley, Sr., at a convenient time to answer any related questions. I know of no copies of emails, links, etc., concerning student conversations that would have any bearing on the grievances. I am submitting this response to Amanda McCombs prior to December 9, 2010 as you requested. I agree the matter needs settling as soon as possible. You are welcome for my cooperation.

Yours truly,
Bill Crenshaw

On Dec 2, 2010, at 9:51 AM, Amanda McCombs wrote:

Dr. Crenshaw,

The appointed special committee recently held its first meeting and reviewed the materials provided. In order to adequately and effectively respond, the committee has requested additional information. The committee would like for you to provide a statement addressing the events of Friday, September 24th. If you have copies of, or links to, any information posted online or any information about student conversations related to the case, the committee would like to receive that information as well. Please submit your statement and any additional information to Amanda McCombs by Thursday, December 9th so the matter can be settled as quickly as possible. Thank you for your cooperation.

Sincerely,
Amanda McCombs

Bill Crenshaw <billcren@me.com>

Wed, Dec 8, 2010 at 11:11 AM

To: Al Mina <mina@erskine.edu>

Cc: Bill Crenshaw <billcren@me.com>, Tinsley Robert <rtinsley@nctv.com>

Al —

I can be available on December 15 at noon.

Bill

On Dec 8, 2010, at 11:01 AM, Al Mina wrote:

> To: Bill Crenshaw

>

> RE: Committee meeting

>

> Bill,

>

> We appreciate your offer to appear before the committee to discuss the

> events of and following September 24. We would like to meet with you on
> Wednesday, December 15, 2010, at 12 o'clock PM, location TBD. Please
> reply to confirm the time and your availability.

>
> Thank you,
> Al Mina

[Quoted text hidden]

> --
> Dr. Al Mina, M.D.
> Associate Professor, Dept of Biology
> Erskine College
> PO Box 338
> Due West, SC 29639
> 864- 379-8875
>

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

COUNTY OF ABBEVILLE

2012-CP-01-158

WILLIAM CRENSHAW,

PLAINTIFF,

VERSUS

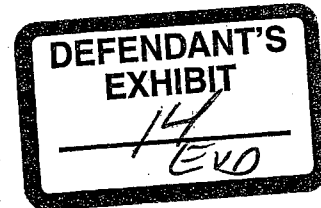
ERSKINE COLLEGE AND DAVID

A. NORMAN,

DEFENDANTS.



COPY

TRANSCRIPTION

BE IT KNOWN THAT DIXY TURNER AND ASSOCIATES, INC., WAS RETAINED TO TRANSCRIBE THE CONTENTS OF A CD PROVIDED TO IT BY FORD AND HARRISON.

DIXY TURNER AND ASSOCIATES, INC., WAS NOT PRESENT WHEN THE CD WAS RECORDED AND, THEREFORE, MAKES NO REPRESENTATIONS AS TO THE IDENTITY OF THE PERSONS WHOSE VOICES ARE RECORDED ON THE CD.

FURTHER, SINCE DIXY TURNER AND ASSOCIATES, INC., WAS NOT PRESENT TO ADMINISTER AN OATH IT MAKES NO REPRESENTATIONS AS TO THE TRUTH OF THE CONTENTS OF THE RECORDING.

FINALLY, BECAUSE DIXY TURNER AND ASSOCIATES, INC., CANNOT VERIFY THE CHAIN OF CUSTODY OF THE CD PROVIDED TO IT BY FORD AND HARRISON, IT CANNOT CERTIFY THAT THE CD HAS NOT BEEN ALTERED OR EDITED IN ANY WAY.

TRANSCRIBED BY:
JILL BISHOP EDWARDS

DIXY MOORE TURNER ASSOC., INC.

836 SHORESBROOK DRIVE
SPARTANBURG, S.C. 29301-6515
864-574-1313

1 BY COMMITTEE MEMBER:

2 WELL, I THINK EVERYBODY'S HERE, SO WE CAN GO
3 AHEAD AND GET STARTED. I APPRECIATE YOU COMING TO
4 SPEAK WITH US.

5 BY DR. CRENSHAW:

6 YOU'RE GOING TO HAVE TO YELL AT ME JUST A
7 LITTLE BIT.

8 BY COMMITTEE MEMBER:

9 OKAY, SURE. I WAS SAYING THAT I APPRECIATE YOU
10 COMING TO SPEAK WITH US. WE'RE GOING TO START THE
11 MEETING. AGAIN, YOU KNOW, THE PURPOSE THAT WE'RE
12 ALL HERE IS TO JUST KIND OF GET SOME INFORMATION
13 ABOUT THE EVENTS THAT, YOU KNOW, OCCURRED ON THE
14 24TH OF SEPTEMBER AND SUBSEQUENT TO THAT. AND YOU
15 KNOW, WE'RE JUST TRYING TO GET AS MUCH INFORMATION
16 AS WE CAN. WE'VE BEEN ASKED TO MAKE A DECISION AS
17 FAR AS THE, YOU KNOW, ACTIONS THAT TOOK PLACE AT
18 THAT TIME AND SUBSEQUENT TO THAT TIME. SO, I THINK
19 THE FORMAT TODAY IS SIMPLY I'M GOING TO HAVE A FEW
20 BASIC QUESTIONS TO ASK TO KIND OF GET, YOU KNOW,
21 YOUR VIEW ON THE EVENTS. AND THEN, FROM THERE, I'M
22 JUST GOING TO KIND OF OPEN THE FLOOR TO QUESTIONS
23 FROM, YOU KNOW, WHOEVER, YOU KNOW, QUESTIONS OTHER
24 FOLKS MAY HAVE TO TRY TO CLARIFY THINGS A BIT ---

25 BY DR. CRENSHAW:

1 OKAY.

2 BY COMMITTEE MEMBER:

3 AND WE'LL GO FROM THERE.

4 BY DR. CRENSHAW:

5 OKAY. I'D LIKE TO READ AN OPENING STATEMENT
6 BEFORE WE START.

7 BY COMMITTEE MEMBER:

8 OKAY.

9 BY DR. CRENSHAW:

10 OKAY. Y'ALL ARE COMING INTO THIS PROCESS LATE.
11 SO, FIRST OF ALL, THIS IS A BRIEF HISTORY OF THE
12 GRIEVANCE FILINGS. ALREADY THIS SEMESTER, THREE
13 PLAINTIFFS HAVE FILED TWO SEPARATE SETS OF
14 GRIEVANCES AGAINST ME. THE FIRST SET WAS SUBMITTED
15 BY ADAM WARE AND CO-SIGNED BY MARK PEELER. THE
16 SECOND SET WAS FILED BY GID ALSTON. ALL TOLD, FIVE
17 PAGES WERE SUBMITTED. THE COMPLAINANTS FIRST
18 SUBMITTED A GRIEVANCE TO THE NON-DISCRIMINATION
19 COORDINATOR, AN INAPPROPRIATE VENUE FOR THESE
20 ALLEGATIONS SINCE THE NON-DISCRIMINATION COORDINATOR
21 HAS NO JURISDICTION OVER THIS TYPE OF ISSUE. THE
22 NON-DISCRIMINATION COORDINATOR SENT THE GRIEVANCES
23 BACK TO THE ACADEMIC DEAN, WHO IS ALREADY AWARE OF
24 THEIR BEING FILED BEFORE THEY WERE SUBMITTED TO HER
25 OR AS THEY WERE SUBMITTED TO HER. NOW, THE DEAN

1 INFORMED THE PLAINTIFFS OF THE APPROPRIATE
2 DESTINATION HE THOUGHT AND THEY SUBMITTED THE
3 ALLEGATIONS THEN INTO THE GRIEVANCE COMMITTEE. THAT
4 COMMITTEE'S CHARGE, HOWEVER, WAS MEDIATION, NOT
5 ADJUDICATION. THE ACCUSATIONS IN THE GRIEVANCES
6 WERE ALLEGATIONS REGARDING QUESTIONS OF FACT WHICH
7 COULD NOT BE MEDIATED. THE PLAINTIFFS' ALLEGATIONS
8 WERE THAT X HAPPENED. MY RESPONSE WAS THAT X DID
9 NOT HAPPEN. WHAT WAS NEEDED IN THIS CASE WAS
10 ADJUDICATION, A JUDGMENT DID OR DID NOT X HAPPEN.
11 SINCE THE CHARGE TO THE GRIEVANCE COMMITTEE IS
12 MEDIATION, THE COMMITTEE, AS DID THE NON-
13 DISCRIMINATION COORDINATOR, RETURNED THE FILINGS TO
14 THE DEAN. THE DEAN OFFERED TO SIT DOWN WITH ALL
15 PARTIES. THE PLAINTIFFS REFUSED. THE DEAN THEN
16 SUBMITTED THE GRIEVANCE FILINGS TO THE PRESIDENT.
17 THE PRESIDENT THEN CREATED THIS COMMITTEE AND CALLED
18 TOGETHER ITS MEMBERS TO ADJUDICATE THE ISSUE AND
19 HERE WE ARE.

20 MEDIATION VERSUS ADJUDICATION AND AD HOC
21 PROCEDURES. THAT'S JUST A - UPON MY FIRST BECOMING
22 AWARE THAT THE ALLEGATIONS, THAT ALLEGATIONS HAD
23 BEEN FILED AGAINST ME AND I UNDERSTOOD THAT A
24 RESOLUTION COULD ONLY COME FROM ADJUDICATION FOR THE
25 FOLLOWING REASONS. MEDIATION SEEKS RESOLUTION

1 THROUGH NEGOTIATION. A THIRD PARTY ACTS AS A
2 MEDIATOR TO HELP DISPUTANTS RECONCILE THEIR
3 DIFFERENCES THROUGH EXPLANATION AND COMPROMISE.
4 ADJUDICATION SEEKS RESOLUTION THROUGH JUDGMENT. A
5 THIRD PARTY ACTS AS A JUDGE TO DETERMINE THE TRUTH
6 OF THE COMPETING ASSERTIONS. THE NATURE OF THE
7 COMPETING ASSERTIONS AND CLAIMS IN THIS CASE DO NOT
8 LEND THEMSELVES - THE NATURE OF THOSE CLAIMS AND
9 ASSERTIONS DO NOT LEND - IT DOES NOT LEND ITSELF,
10 SORRY, TO THE FILED SETS OF GRIEVANCES. I'M SORRY.
11 TO MEDIATION. LET ME DO THAT AGAIN. THE NATURE OF
12 THE COMPETING ASSERTIONS AND CLAIMS IN THIS CASE
13 DOES NOT LEND ITSELF TO MEDIATION. THE FILED SETS
14 OF GRIEVANCES MAKE PARTICULAR ACCUSATIONS AGAINST
15 ME, SOME OF WHICH HAVE LEGAL IMPLICATIONS. I DENY
16 THE VALIDITY OF THOSE ACCUSATIONS. THE ACCUSATIONS
17 ARE FALSE AND MALICIOUS. I CAN AND WILL REBUT EACH
18 OF THEM BY CHALLENGING EVIDENCE OFFERED IN THEIR
19 SUPPORT. THIS HAS BEEN MY GOAL FROM THE FIRST.
20 THEREFORE, I'M PLEASED TO SEE THAT THIS COMMITTEE
21 HAS BEEN FORMED WITH THE CHARGE OF ADJUDICATING THIS
22 ISSUE. I WAS DISAPPOINTED, HOWEVER, THAT THERE WERE
23 NO SET PROCEDURES TO BE FOLLOWED BY THIS COMMITTEE
24 AND THAT THIS COMMITTEE WOULD THEREFORE HAVE TO COME
25 UP WITH ITS OWN PROCEDURES. ESTABLISHED AND WELL

1 FORMULATED PROCEDURES PROTECT EVERYONE FROM
2 POTENTIAL ABUSES OR INCONSISTENCIES THAT ARE
3 UNAVOIDABLE WITH AD HOC PROCEDURES. AS THE ACCUSED,
4 I WAS AND AM DETERMINED THAT MY RIGHTS BE PROTECTED.
5 I FIND IT DISTURBING THAT BOTH THIS COMMITTEE AND
6 THE GRIEVANCE COMMITTEE HAD TO COME UP WITH THEIR
7 OWN PROCEDURES. THAT AMOUNTS TO AD HOC JUSTICE,
8 JUSTICE ON THE FLY, MAKING IT UP AS WE GO ALONG.
9 SURELY THERE SHOULD BE CAREFULLY VETTED AND TESTED
10 PROCEDURES AND POLICIES IN PLACE TO ENSURE A UNIFORM
11 AND FAIR APPLICATION OF JUSTICE. APPARENTLY, AFTER
12 BEING IN EXISTENCE FOR 170 PLUS YEARS, ERSKINE
13 HASN'T GOTTEN AROUND TO FORMULATING SUCH POLICIES
14 AND PROCEDURES. JUSTICE, THEREFORE, CAN BE
15 ARBITRARY. THIS IS UNACCEPTABLE. THE PROCESS HAS
16 PUT YOU, AS COMMITTEE MEMBERS, IN THE POSITION OF
17 ADJUDICATING SERIOUS MATTERS WITHOUT PROPER
18 PROCEDURES AND POLICIES IN PLACE TO GUIDE YOU AND
19 PROTECT THE RIGHTS OF THE PLAINTIFFS, THE ACCUSED
20 AND THE COMMITTEE MEMBERS. AND THESE MATTERS ARE
21 SERIOUS. THEY HAVE LEGAL IMPLICATIONS. I APPEARED
22 TODAY WITHOUT MY LEGAL COUNSEL. FUTURE MEETINGS
23 WILL REQUIRE HIS PRESENCE. SO, AS I HAVE SAID, I'M
24 PLEASED TO BE ABLE TO FINALLY - I'M PLEASED TO
25 FINALLY BE ABLE TO DEAL WITH THESE GRIEVANCES AND

1 I'M EAGER TO PROVIDE THIS COMMITTEE WITH A
2 REFUTATION OF THE CHARGES AGAINST ME. THE BURDEN OF
3 PROOF IS ON THE ACCUSERS, WARE, PEELER AND ALSTON,
4 NOT ON THE ACCUSED. THEY HAVE ALLEGED WRONGDOINGS
5 ON MY PART AND I CATEGORICALLY DENY THE VALIDITY OF
6 EACH AND EVERY ALLEGATION. THEY ARE ALL FALSE. IN
7 AND OF THEMSELVES, THE ALLEGATIONS ARE NOT
8 DEMONSTRATIONS OF FACT. IT IS NOT SUFFICIENT SIMPLY
9 TO MAKE UNSUPPORTED ACCUSATIONS. THE ACCUSED MUST
10 DEMONSTRATE THE VALIDITY OF THOSE ACCUSATIONS WITH
11 EVIDENCE. IF THEY OFFER EVIDENCE, I WILL REBUT IT.
12 IF THEY OFFER ONLY ALLEGATIONS, I NEED DO NOTHING.
13 AN ALLEGATION WITHOUT EVIDENCE IS EMPTY. THE
14 ALLEGATIONS IN THE ORIGINAL COMPLAINT WERE SPECIFIC,
15 CONCRETE AND PRECISE. THEY REFER TO ACTIONS I
16 ALLEGEDLY TOOK AT PARTICULAR TIMES AND PLACES. THEY
17 ARE GENERAL DESCRIPTIONS OF BEHAVIOR. FOR EXAMPLE,
18 THE FIRST ALLEGATION AGAINST ME IN ADAM WARE'S
19 COMPLAINT IS AS FOLLOWS, QUOTING FROM THE COMPLAINT,
20 MEANWHILE, DR. CRENSHAW TOOK IT UPON HIMSELF TO CALL
21 THE ABBEVILLE COUNTY EMERGENCY MEDICAL SYSTEM AND
22 REQUESTED AN AMBULANCE. THIS IS A BREACH OF THE
23 PROTOCOL THAT WE HAVE IN PLACE AND HAVE REVIEWED
24 WITH THE OFFICE OF STUDENT SERVICES IN REGARDS TO
25 THE CARE OF AN ERSKINE COLLEGE STUDENT ATHLETE.

1 THIS STATEMENT - THIS IS THE ACCUSATION, THE
2 ALLEGATION. IT IS A PARTICULAR COMPLAINT THAT MR.
3 WARE HAS FILED AGAINST ME AND THE ALLEGATION IS NOT
4 ONLY FALSE, BUT IT IS NONSENSICAL AND I'M GLAD FOR
5 THE OPPORTUNITY AT LONG LAST TO COUNTER IT AND THE
6 ACCUSATIONS AND FALSE STATEMENTS OF THE COMPLAINTS.

7 FINALLY, MY APPEARANCE BEFORE THIS COMMITTEE
8 TODAY SHOULD NOT BE TAKEN AS TACIT OR EXPLICIT
9 APPROVAL OR ENDORSEMENT OF THE PROCESS AS IT'S NOW
10 UNFOLDING. I'M APPEARING AS A COURTESY TO THE
11 COMMITTEE, THE MEMBERS OF WHICH HAVE BEEN PLACED IN
12 AN UNTENABLE POSITION OF BEING ASKED TO ADJUDICATE
13 AN ISSUE WITHOUT BEING GIVEN ANY ESTABLISHED - I'M
14 SORRY. BY BEING GIVEN AN ESTABLISHED AND TESTED
15 STRUCTURE IN WHICH TO OPERATE. I'M WILLING TO
16 ANSWER QUESTIONS FROM THE COMMITTEE THAT ARE IN
17 KEEPING WITH THE STANDARDS OF FAIRNESS AND DUE
18 PROCESS. INDEED, I AM EAGER TO CHALLENGE THE
19 ACCUSATIONS AGAINST ME AND STATEMENTS ABOUT ME. THE
20 PROCESS SHOULD PROVIDE ME WITH THE OPPORTUNITY TO
21 FULLY EXONERATE MYSELF FROM THE COMPLAINTS FILED
22 AGAINST ME AND I LOOK FORWARD TO AVAILING MYSELF OF
23 THAT OPPORTUNITY, BUT I CANNOT PARTICIPATE IN THIS
24 PROCESS WHEN AND IF IT VIOLATES CUSTOMARY STANDARDS
25 OF FAIRNESS AND DUE PROCESS. I'LL BE GLAD TO ANSWER

1 ANY QUESTIONS YOU HAVE ABOUT WHAT I JUST SAID.

2 OKAY. YOU HAVE A QUESTION?

3 BY COMMITTEE MEMBER:

4 I DO. YOU SAID FINALLY YOU ARE AWARE OF, SO
5 YOU RECEIVED INFORMATION THAT WE HAVE AS FAR AS WHAT
6 THIS COMMITTEE DOES AND THE QUESTIONS THAT
7 SPECIFICALLY WE WERE ASKED TO ANSWER. SO, YOU'RE
8 AWARE OF THAT. SO, OUR QUESTIONS WILL BE ALONG THAT
9 VEIN, TRYING TO GET INFORMATION THAT WILL HELP US
10 ANSWER THOSE QUESTIONS.

11 BY DR. CRENSHAW:

12 OKAY. YOU MAY - YOU HAVE TO UNDERSTAND
13 THAT I MAY REFUSE TO ANSWER THOSE QUESTIONS. IN
14 OTHER WORDS, ACCUSATIONS HAVE BEEN MADE AGAINST ME,
15 PARTICULAR ACCUSATIONS IN THE DOCUMENTS. NOT THE 50
16 EXTRA PAGES YOU GOT, WHICH ARE TOTALLY EXTRANEIOUS TO
17 THIS PROCESS. HIS 50 PAGES WERE NOT INTRODUCED INTO
18 THE PROCESS UNTIL THIS COMMITTEE WAS FORMED. THEY
19 HAVE - THEY WERE NOT SUBMITTED TO THE NON-
20 DISCRIMINATION COORDINATOR. THEY WERE NOT SUBMITTED
21 TO THE DEAN. THEY WERE NOT SUBMITTED TO THE
22 GRIEVANCE COMMITTEE. THEY WERE NOT SUBMITTED TO THE
23 PRESIDENT. THEY WERE ONLY SUBMITTED TO YOU. SO,
24 THE LETTER THAT YOU HAVE SAYS THAT YOU ARE LOOKING
25 AT ONGOING COMPLAINTS - I MEAN, THIS IS NOT YOUR

1 FAULT. I'M - DON'T GET ME WRONG, I'M NOT - I DIDN'T
2 SET UP THE COMMITTEE. I JUST WANT DUE PROCESS, AND
3 YOU GUYS HAVE BEEN PUT IN A BAD POSITION. YOU HAVE
4 DUMPED ON YOU 50 PAGES OF STUFF THAT HAVE NOT BEEN
5 PART OF THE PROCESS. YOU HAD TO ASSUME THAT THEY
6 WERE PART OF THE PROCESS. THERE WAS NO INDICATION
7 THAT THEY WEREN'T. HOW IT WAS SPECIFICALLY
8 FORBIDDEN BY THE PRESIDENT IN A LETTER TO ME THAT
9 INCLUDED THE 50 PAGES THAT WERE GIVEN TO YOU, FROM
10 COMMUNICATING WITH THE COMMITTEE BEFORE TODAY OR
11 BEFORE - ACTUALLY, YOU GOT IN TOUCH WITH ME. I
12 COULD HAVE EARLIER, I MEAN, ONE THING, IN FACT, THAT
13 YOU SAW, YOU SAW MY COMMUNICATION PRIOR TO THE
14 GRIEVANCE COMMITTEE. YOU SAW MY CONCERNS WITH THE
15 PROCESS. AND I WAS CONCERNED DEEPLY ABOUT THAT, BUT
16 SINCE THE PRESIDENT DID NOT WANT ME TO COMMUNICATE
17 WITH THIS COMMITTEE, I COULD NOT ARGUE THE FACT THAT
18 THIS MATERIAL JUST APPEARED IN YOUR BOX. IT HAS -
19 IT HAS NO BEARING ON THE ACTUAL ALLEGATIONS. THEY
20 WERE NOT PART OF THE ACTUAL ALLEGATIONS. THEY WERE
21 NOT SUBMITTED BY THE PLAINTIFFS. THIS IS - THIS IS,
22 I THINK, A VIOLATION OF DUE PROCESS. SO, IF YOU
23 HAVE QUESTIONS THAT DO NOT DIRECTLY CONCERN THE
24 ALLEGATIONS IN THE TWO COMPLAINTS, ONE OF WHICH YOU
25 DID NOT EVEN GET. IS THAT CORRECT? YOU ALL DID NOT

1 GET GID'S ALLEGATION, RIGHT? YOU GOT ADAM'S
2 ALLEGATION. THERE ARE TWO SEPARATE ALLEGATIONS.
3 SO, THESE ARE ONGOING COMPLAINTS. IN FACT, THEY
4 WERE WRITTEN WHEN BRAD OFFERED THE OFFICE, THE
5 DEAN'S OFFICE TO SIT DOWN WITH ALL OF US AND THE
6 PLAINTIFFS REFUSED, THE LETTER THAT STATED THAT
7 REFUSAL WAS WRITTEN BY GID, WHO CLEARLY WANTED HIS
8 STUFF TO BE HEARD, TOO. THAT STUFF WAS NOT
9 SUBMITTED AND I WANT IT SUBMITTED. I'M NOT GOING TO
10 SUBMIT IT. I'M NOT A PLAINTIFF, BUT I WANTED IT
11 SUBMITTED BECAUSE I WANT THE OPPORTUNITY TO CONFRONT
12 THAT. WHAT THE PRESIDENT SUBMITTED INSTEAD IS A NEW
13 SET OF GRIEVANCES THAT ARE NOT FROM THE ORIGINAL
14 SET. HIS FIVE CATEGORIES ARE NOT GRIEVANCES, BUT HE
15 CALLS THEM CHARGES. THEY'RE NOT EVEN CHARGES. THEY
16 ARE GENERAL STATEMENTS OF BEHAVIOR. THEY ARE ONLY
17 TANGENTIALLY RELATED, AT BEST, TO THE ORIGINAL
18 GRIEVANCES WHICH MAKE SPECIFIC CHARGES.

19 THEREFORE, THE PROCESS, BY NOT GIVING YOU GUYS
20 A PROCESS TO FOLLOW, BY NOT HAVING A PROCESS IN
21 PLACE, THIS PROCESS IS VIOLATING BASIC DUE PROCESS
22 AND FAIRNESS. THE ACCUSED NEVER HAS TO FILL IN - HE
23 NEVER MENTIONED WHETHER OR NOT SUFFICIENT
24 INFORMATION - MY ONLY OBLIGATION IS TO DIRECTLY
25 ADDRESS THE ACCUSATIONS MADE AGAINST ME AND CONFRONT

1 THE EVIDENCE. MY UNDERSTANDING IS THAT THE STUFF HE
2 SUBMITTED CANNOT BE COMPLETELY - IT CANNOT BE
3 CONSIDERED EVIDENCE FOR THE PROSECUTION.

4 BY COMMITTEE MEMBER:

5 AND AGAIN, WE - I UNDERSTAND YOU HAVE YOUR
6 CONCERNS WITH THE PROCESS AND YOU ARE CERTAINLY
7 ENTITLED TO THAT AND YOU CAN ANSWER QUESTIONS OR NOT
8 ANSWER QUESTIONS AS YOU SEE FIT. BUT THE PURPOSE OF
9 TODAY IS, AGAIN, PRIMARILY AN ORGANIZATION,
10 INFORMATION GATHERING. AND SO, THAT'S ---

11 BY DR. CRENSHAW:

12 THAT'S FINE. YOU CAN CONTINUE, BUT I DO NOT
13 THINK YOU UNDERSTAND THE IMPLICATIONS THAT I'M
14 TALKING ABOUT HERE, BECAUSE YOU ARE PARTICIPATING IN
15 A PROCESS WHICH IS, IN ITSELF, VIOLATING DUE
16 PROCESS. AND YOU KNOW, I KNOW THE RECORDS YOU WERE
17 GIVEN BY THE PRESIDENT. IN MY OPINION, IF I WERE IN
18 THE MILITARY, I WOULD CALL THAT AN ILLEGAL ORDER. I
19 THINK EVEN IN THE MILITARY, I'M NOT BOUND TO FOLLOW
20 AN ILLEGAL ORDER. SO, YOU CAN ASK YOUR QUESTIONS,
21 BUT ALL I'M SAYING IS THIS IS A PROCESS THAT IS
22 ILLEGITIMATE.

23 BY COMMITTEE MEMBER:

24 AND - SO NOTED.

25 BY DR. CRENSHAW:

1 OKAY. AND I WANT - I DO WANT THAT ON THE
2 RECORD. AND ABSOLUTELY, I WANT THAT ON THE RECORD.

3 BY COMMITTEE MEMBER:

4 OKAY. ALL RIGHT. WELL, I THINK THE FIRST
5 QUESTION THAT I HAVE FOR YOU SIMPLY IS, IF YOU
6 WOULD, IN YOUR OWN WORDS, DESCRIBE THE EVENTS
7 THAT OCCURRED ON SEPTEMBER 21ST OF ---

8 BY DR. CRENSHAW:

9 SEPTEMBER 24TH?

10 BY COMMITTEE MEMBER:

11 24TH, YES.

12 BY DR. CRENSHAW:

13 OKAY.

14 BY COMMITTEE MEMBER:

15 FROM THE TIME - LET'S SAY FROM THE TIME THAT
16 EMERGENCY SERVICES WAS NOTIFIED.

17 BY DR. CRENSHAW:

18 DO YOU HAVE A PARTICULAR ACCUSATION THAT YOU
19 ARE ADDRESSING TO ME FROM THE GRIEVANCES?

20 BY COMMITTEE MEMBER:

21 I AM SIMPLY ASKING YOUR ---

22 BY DR. CRENSHAW:

23 I'M SORRY. I DON'T MEAN TO MAKE MUCH ABOUT
24 THIS, BUT I ASK - THIS - ARE YOU ASKING ME - I AM
25 UNDER NO OBLIGATION TO ANSWER SUCH A QUESTION. IN

1 FACT, THAT VIOLATES MY RIGHTS AND IT VIOLATES THE
2 RIGHTS THAT ARE LISTED IN THE EMPLOYEE HANDBOOK THAT
3 THE PRESIDENT HAS IN ORDER ---

4 BY COMMITTEE MEMBER:

5 I'M SIMPLY ASKING YOU ---

6 BY DR. CRENSHAW:

7 I'M NOT ---

8 BY COMMITTEE MEMBER:

9 --- AND YOU MAY OR MAY NOT ANSWER AS YOU SEE
10 FIT.

11 BY DR. CRENSHAW:

12 I KNOW WHAT YOU'RE ASKING ME. I THINK I MADE
13 THAT CLEAR. AND I'M ASKING YOU IS THAT A - IS THAT
14 - DO YOU HAVE A QUESTION ABOUT AN ACCUSATION MADE BY
15 THE PLAINTIFFS IN THIS CASE?

16 BY COMMITTEE MEMBER:

17 OKAY. VERY WELL.

18 BY DR. CRENSHAW:

19 YOU SAY - EXCUSE ME. YOU'RE SAYING YOU DON'T
20 HAVE ONE? IS THAT YOUR ANSWER?

21 BY COMMITTEE MEMBER:

22 I CAN REPHRASE THE QUESTIONS AND ---

23 BY DR. CRENSHAW:

24 AND IT HAS TO REFLECT WHAT THE ACTUAL - YOU CAN
25 REPHRASE IT, BUT IT NEEDS TO REFLECT WHAT ADAM SAID

1 OR WHAT GID SAID, WHICH YOU DON'T HAVE. SO, HOW CAN
2 YOU DO YOUR JOB WHEN YOU DON'T EVEN HAVE ---

3 BY COMMITTEE MEMBER:

4 AT WHAT POINT DID YOU LEAVE THE BUILDING AND TO
5 CONTACT ---

6 BY DR. CRENSHAW:

7 WHAT PARTICULAR ACCUSATION ARE YOU, GRIEVANCE
8 ARE YOU CITING?

9 BY COMMITTEE MEMBER:

10 ALL RIGHT. I WILL CITE THE GRIEVANCE WHERE -
11 THE POINT WHEN YOU PLACED YOURSELF BACK IN THE
12 INCIDENT AFTER THE EMS ---

13 BY DR. CRENSHAW:

14 WHAT DID - COULD YOU QUOTE THE GRIEVANCE SO I
15 CAN SEE WHERE YOU'RE LOOKING, PLEASE?

16 BY COMMITTEE MEMBER:

17 THE ACCUSED WOULD NOT ALLOW STUDENT ATHLETE TO
18 REFUSE TREATMENT, AND AT THIS TIME, DR. CRENSHAW
19 PLACED HIMSELF BACK INTO THE INCIDENT.

20 BY DR. CRENSHAW:

21 WHAT EVIDENCE DOES HE OFFER FOR THIS?

22 BY COMMITTEE MEMBER:

23 I'M NOT ASKING FOR HIS EVIDENCE. I'M ---

24 BY DR. CRENSHAW:

25 I'M SORRY. I DON'T HAVE TO CONFRONT HIS

1 ALLEGATION. I HAVE TO CONFRONT HIS EVIDENCE. YOU
2 MISUNDERSTAND THE PROCESS HERE. YOU ARE ---

3 BY COMMITTEE MEMBER:

4 NO, I DON'T THINK I DO.

5 BY DR. CRENSHAW:

6 THIS IS AN ADJUDICATION, ADJUDICATORY, YOU'RE A
7 JUDGE AND JURY.

8 BY COMMITTEE MEMBER:

9 NO, WE ARE NOT A JURY.

10 BY DR. CRENSHAW:

11 ON THE CONTRARY, YOU ARE. YOU ARE FINDING -
12 YOU ARE FINDING FACT. A JURY CHARGE IS TO FIND THE
13 TRUTH WITH DIFFERENT CLAIMS OF FACT. THE JUDGE IS
14 THE LAW. NOW, THIS IS ADJUDICATION. AN
15 ADJUDICATION MEANS TO REACH A JUDGMENT. THAT'S
16 EXACTLY YOUR CHARGE.

17 BY COMMITTEE MEMBER:

18 YOU'RE GIVING AN OPINION.

19 BY DR. CRENSHAW:

20 NO. NO. AN OPINION, LIKE A LEGAL OPINION.
21 YOU ARE DECIDING BETWEEN COMPETING FACTS. YOU'RE
22 QUITE WRONG. THAT'S WHAT IT SAYS. THIS IS
23 ADJUDICATION. IT'S NOT MEDIATION. YOU'RE NOT JUST
24 - YOU'RE NOT GATHERING INFORMATION. YOU ARE - YOU
25 ARE DETERMINING THE FACTS OF THIS CASE. THAT IS

1 YOUR CHARGE.

2 BY COMMITTEE MEMBER:

3 WE ARE RECEIVING FACTS AND WE ARE INTERPRETING
4 THEM ---

5 BY DR. CRENSHAW:

6 NO, YOU'RE RECEIVING ALLEGATIONS AND YOU'RE
7 DETERMINING WHICH OF THOSE ALLEGATIONS IS ACCURATE.

8 BY COMMITTEE MEMBER:

9 WELL, I DIDN'T THINK WE'RE TRYING TO - WE'VE
10 GOT ONE SIDE OF THE STORY ---

11 BY DR. CRENSHAW:

12 YOU DON'T - WELL, EXCUSE ME.

13 BY COMMITTEE MEMBER:

14 OR PART OF ONE SIDE.

15 BY DR. CRENSHAW:

16 LOOK AT THE POSITION I'M IN HERE.

17 BY COMMITTEE MEMBER:

18 I UNDERSTAND THAT, BUT WHAT WE HAVE IS SEVERAL
19 PEOPLE GIVING THEIR ACCOUNT ---

20 BY DR. CRENSHAW:

21 NO ---

22 BY COMMITTEE MEMBER:

23 WHAT WE'RE TRYING TO GET IS JUST YOUR ACCOUNT
24 OF WHAT HAPPENED.

25 BY DR. CRENSHAW:

1 ALL RIGHT. LET'S LOOK - LET'S LOOK AT WHAT
2 YOU THINK IS GOING ON. FOR EXAMPLE, THE DOCUMENTS
3 YOU, THAT WERE SUBMITTED TO YOU ARE - DO YOU
4 UNDERSTAND, AND THIS IS GOING ON THE RECORD,
5 OBVIOUSLY. YOU UNDERSTAND THAT THEY ARE NOT PART OF
6 THE ORIGINAL PROCESS.

7 BY COMMITTEE MEMBER:

8 I THINK THAT - ONE OF THE QUESTIONS I HAVE THAT
9 I'M CONCERNED ABOUT DEAL WITH ADAM'S ---

10 BY DR. CRENSHAW:

11 YOU SAID SEVERAL PEOPLE SUBMITTED. THAT'S ONLY
12 ADAM. YOU SAID SEVERAL PEOPLE SUBMITTED ---

13 BY COMMITTEE MEMBER:

14 WELL, WE'VE ALSO GOTTEN IN THE LAST FEW DAYS
15 OTHER ---

16 BY DR. CRENSHAW:

17 OH, YOU'VE GOTTEN SOMETHING THE LAST FEW DAYS?
18 I NEED TO SEE THAT. I HAVE NOT BEEN INFORMED OF
19 THIS. I NEED COPIES.

20 BY COMMITTEE MEMBER:

21 AGAIN, WE ARE GATHERING INFORMATION. THEY DID
22 NOT ASK ---

23 BY DR. CRENSHAW:

24 THIS IS A VIOLATION OF DUE PROCESS. YOU PEOPLE
25 ARE PUTTING YOURSELVES IN HARM'S WAY. THIS IS GOING

1 TO GO TO COURT. YOU DON'T WANT TO BE THERE. YOU
2 ARE PUTTING YOURSELVES IN HARM'S WAY. THAT'S WHAT
3 I'M TRYING TO TELL YOU. YOU CANNOT - IF YOU LOOK IN
4 THE MANUAL, WHEN IT HAS UNDER THE GRIEVANCES, FILING
5 A DISCRIMINATORY GRIEVANCE UNDER THE FEDERAL LAWS
6 WHERE YOU DO HAVE - YOU DO HAVE PROCEDURE MAPPED
7 OUT. THIS IS A TOTAL VIOLATION OF DUE PROCESS. I
8 DO NOT HAVE TO SUBMIT TO QUESTIONS OR FISHING
9 EXPEDITIONS. PARTICULAR CHARGES THAT HAVE BEEN MADE
10 AGAINST ME. MY ONLY JOB AS THE ACCUSED IS THE SAME
11 RIGHT I HAVE AS AN AMERICAN CITIZEN, TO REFUTE
12 PARTICULAR ACCUSATIONS, NOT TO INDULGE IN GENERAL
13 CONVERSATION ABOUT AN INCIDENT. NOW, IF YOU HAVE
14 PARTICULAR ACCUSATIONS YOU WANT REFUTED, I AM HERE
15 TO REFUTE THEM, BUT I'M NOT HERE TO DISCUSS
16 GENERALLY WHAT PEOPLE SAY. THE 50 PAGES THAT WERE
17 INTRODUCED TO YOU SHOULD NOT HAVE BEEN INTRODUCED.
18 THAT'S A VIOLATION OF DUE PROCESS. THE FACT THAT
19 YOU JUST GOT MORE INFORMATION THAT I HAVEN'T EVEN
20 SEEN IS A VIOLATION OF DUE PROCESS. WHERE - WHERE
21 DID IT COME FROM, IF I MAY ASK? THE PRESIDENT'S
22 OFFICE?

23 BY COMMITTEE MEMBER:

24 NO, IT DID NOT.

25 BY DR. CRENSHAW:

1 WHERE DID IT COME FROM?

2 BY COMMITTEE MEMBER:

3 IT DOESN'T MATTER.

4 BY DR. CRENSHAW:

5 IT DOES MATTER. OH, NOW YOU ARE SCREWING THIS
6 UP SO BAD. THIS IS - YOU'RE VIOLATING MY DUE
7 PROCESS HERE. AS THE ACCUSED, I HAVE THE RIGHT TO
8 SEE EVERYTHING, EVERYTHING.

9 BY COMMITTEE MEMBER:

10 I HAVE ACCUSED YOU OF NOTHING.

11 BY DR. CRENSHAW:

12 SAY AGAIN.

13 BY COMMITTEE MEMBER:

14 WE HAVE NOT ACCUSED YOU ---

15 BY DR. CRENSHAW:

16 THAT'S THE WHOLE POINT. YOU HAVEN'T. YOU
17 SHOULD BE. YOU SHOULD BE SAYING HERE ARE THE
18 ACCUSATIONS THAT HAVE BEEN MADE AGAINST YOU. WHAT
19 DO YOU SAY? AND HERE'S THE EVIDENCE FOR IT. IS
20 THIS ACCURATE? AND I GET TO SAY NO, AND HERE'S MY
21 EVIDENCE. THAT IS YOUR JOB. THAT IS WHAT YOU'RE
22 SUPPOSED TO BE DOING. YOU'RE ON WHAT THE LAW WOULD
23 CALL A FISHING EXPEDITION. THE LEGAL SYSTEM DOES
24 NOT WORK THAT WAY. S.A.C.S. WILL NOT APPROVE THIS,
25 AND S.A.C.S. WILL HEAR ABOUT THIS. AND THAT'S NOT

1 THE ONLY EXTRAMURAL PLACE THIS IS GOING TO GO. I AM
2 DEFENDING MY RIGHTS. YOU HAVE BEEN SCREWED BY THIS
3 PROCESS, AND I HAVE, TOO. BUT AS TO WHAT YOU THINK
4 YOU SHOULD DO - HOW MANY OF YOU HAVE TENURE? HALF
5 OF YOU DON'T HAVE TENURE. YOU SHOULDN'T BE IN THE
6 POSITION OF SITTING HERE AT THE PRESIDENT'S BEHEST
7 WITHOUT TENURE. THAT, IN ITSELF, COULD BE A LONG
8 MARCH. WHO SENT YOU THOSE DOCUMENTS? CLEARLY, YOU
9 WERE WRONG NOT TO BRING LEGAL COUNSEL IN HERE. WHO
10 SENT YOU THOSE? I HAVE A RIGHT, AS THE ACCUSED, TO
11 KNOW WHO SENT YOU THE DOCUMENTS. WHO SENT YOU THE
12 DOCUMENTS?

13 BY COMMITTEE MEMBER:

14 I'M NOT CONSIDERING YOU AN ACCUSED. WE ARE
15 GATHERING INFORMATION ---

16 BY DR. CRENSHAW:

17 I AM ACCUSED BECAUSE YOUR LETTER SAYS CHARGES.
18 IT CALLS WHAT HAS BEEN RAISED AGAINST ME CHARGES.

19 BY COMMITTEE MEMBER:

20 WE ARE TASKED WITH GIVING AN OPINION ON ACTIONS
21 ON THOSE DAYS AND THE SUBSEQUENT DAYS. WE WERE NOT
22 ASKED TO GIVE A JUDGMENT. WE ARE NOT ASKED TO ---

23 BY DR. CRENSHAW:

24 WHAT DO YOU THINK AN OPINION IS? A JUDGMENT IS
25

1 ---

2 BY COMMITTEE MEMBER:

3 SIMPLY THAT. IT IS AN OPINION.

4 BY DR. CRENSHAW:

5 NO, NO. A JUDGE RENDERS A LEGAL OPINION.

6 BY COMMITTEE MEMBER:

7 WE DON'T HAVE A LEGAL OPINION ---

8 BY DR. CRENSHAW:

9 BUT YOU ---

10 BY COMMITTEE MEMBER:

11 WE HAVE AN OPINION.

12 BY DR. CRENSHAW:

13 BUT ---

14 BY COMMITTEE MEMBER:

15 WHICH THE PRESIDENT CAN DO AS HE SEES FIT.

16 BY DR. CRENSHAW:

17 NO, HE CAN'T.

18 BY COMMITTEE MEMBER:

19 HE CAN ---

20 BY DR. CRENSHAW:

21 HE IS NOT A KING. THAT'S THE WHOLE POINT. HE

22 HAS TO FOLLOW DUE PROCESS. HE IS NOT AN EMPEROR.

23 BY COMMITTEE MEMBER:

24 THE PURPOSES OF THIS COMMITTEE ---

25 BY DR. CRENSHAW:

1 WHY WON'T YOU ---

2 BY COMMITTEE MEMBER:

3 --- IS TO RENDER AN OPINION ---

4 BY DR. CRENSHAW:

5 ON WHAT BASIS WILL YOU NOT TELL ME WHO SENT IT?

6 ON WHAT BASIS CAN YOU WITHHOLD INFORMATION FROM ME?

7 THEY'RE ALLEGATIONS ABOUT ME, RIGHT?

8 BY COMMITTEE MEMBER:

9 NO, THERE ARE NO ALLEGATIONS.

10 BY DR. CRENSHAW:

11 WELL, THEN ---

12 BY COMMITTEE MEMBER:

13 IT'S SIMPLY ACCOUNTS, PEOPLE'S ACCOUNTS. IT

14 DOES NOT SAY WHETHER OR NOT PEOPLE DID OR DID NOT -

15 IT IS SIMPLY INDIVIDUAL PERSONS' ACCOUNTS OF WHAT

16 HAPPENED THAT DAY.

17 BY DR. CRENSHAW:

18 I NEED TO KNOW WHERE THEY CAME FROM. I NEED TO

19 KNOW WHY I WASN'T INFORMED BEFOREHAND. I NEED TO

20 KNOW WHY I WASN'T INFORMED BEFOREHAND SO I COULD GET

21 COUNTER WITNESSES AND INFORMATION. THIS IS A TOTAL

22 VIOLATION OF MY RIGHTS, TOTAL. THIS IS

23 UNBELIEVABLE. THIS IS NOT A GAME. I DON'T NEED A

24 LAWYER TO WALK ME THROUGH COMMITTEE WORK. WHY DO

25 YOU THINK I'VE GOT A LAWYER? BECAUSE THIS IS

1 SERIOUS. THIS ISN'T JUST A COMMITTEE WE BUMPED INTO
2 AFTER WE FINISH OUR EXAMS. I'M ASKING YOU AGAIN AND
3 I'M ASKING YOU ON THE RECORD, WHO GAVE - I NEED
4 COPIES OF THE INFORMATION. HOW CAN I ANSWER
5 INFORMATION WHEN I DON'T EVEN KNOW WHAT IT IS? AS A
6 DEFENDANT, AND I AM A DEFENDANT, AS A DEFENDANT, I
7 HAVE THE RIGHT TO SEE ABSOLUTELY EVERY SINGLE SCRAP
8 OF PAPER. NOW, YOU SHOULD HAVE GIVEN IT TO ME IN
9 THE DISCOVERY PROCESS, AND THAT'S EXACTLY HOW THE
10 FEDS SET UP THE RULES IN OUR HANDBOOK. IN THAT
11 HANDBOOK, A THIRD PARTY DOES NOT GET TO INTRODUCE
12 MATERIAL TO YOU. THE ONLY MATERIAL THAT CAN BE
13 INTRODUCED IS FROM THE ACCUSERS OR THE DEFENDANT.
14 NO OTHER THIRD PARTY CAN BE INVOLVED. THE ACCUSER
15 CAN CALL WITNESSES AND THE DEFENSE CAN CALL
16 WITNESSES. THE ACCUSER CAN SUBMIT DOCUMENTS, THE
17 DEFENDANT CAN SUBMIT DOCUMENTS. A THIRD PARTY CAN'T
18 INTERFERE IN THIS PROCESS. THE PRESIDENT HAS
19 INSERTED HIMSELF IN THIS PROCESS IN A MANNER THAT
20 VIOLATES DUE PROCESS. I CAME HERE AS A COURTESY TO
21 THIS COMMITTEE AND I FIND THAT THIS COMMITTEE
22 DOESN'T UNDERSTAND WHAT IT'S DOING. THIS IS VERY
23 DISTURBING. YOU DO NOT HAVE THE RIGHT TO DETER ME,
24 TO WITHHOLD FROM ME THE DOCUMENTS THAT ARE SUBMITTED
25 TO YOU. YOU DO NOT HAVE THAT RIGHT. AND THAT WILL

1 BE SUBJECT TO A LEGAL CHALLENGE, NOT HERE, BUT A
2 LEGAL CHALLENGE. NOW, I'M ASKING YOU AGAIN, WHO ---

3 BY COMMITTEE MEMBER:

4 I THINK THE CONFUSION HERE IS IN YOUR VIEWING
5 THIS AS A LEGAL PROCEEDING, AND THAT'S NOT REALLY
6 HOW WE'RE APPROACHING THIS. I DON'T - I DON'T - I
7 DON'T SEE THIS AS A LEGAL PROCEEDING.

8 BY DR. CRENSHAW:

9 LET ME GET YOUR ---

10 BY COMMITTEE MEMBER:

11 I SEE THIS AS A SPECIAL GRIEVANCE COMMITTEE TO
12 HEAR ONE CASE AND TRY TO FIND OUT WHAT HAPPENED.
13 AND I DON'T THINK - AS YOU KNOW, NONE OF US ARE
14 LAWYERS. WE DON'T KNOW ---

15 BY DR. CRENSHAW:

16 THAT'S ONE OF THE POINTS I'M TRYING TO MAKE.

17 BY COMMITTEE MEMBER:

18 WELL, THAT MAY BE, BUT THE POINT IS IF YOU'RE
19 APPROACHING IT FROM ONE PERSPECTIVE, AND BEING
20 ACCUSED, I CAN UNDERSTAND THAT. BUT WE'RE
21 APPROACHING IT FROM A COMPLETELY DIFFERENT
22 PERSPECTIVE.

23 BY DR. CRENSHAW:

24 SO, LET'S ASSUME - LET'S ASSUME MY APPROACH IS
25 RIGHT. WHAT YOU'RE ARGUING IS THAT I SHOULD IGNORE

1 MY APPROACH SINCE I AM IN PERSONAL AND PROFESSIONAL
2 JEOPARDY. YOU'RE SAYING I SHOULD IGNORE MY APPROACH
3 AND FORGET MY LEGAL RIGHTS AND GO WITH YOUR
4 APPROACH, EVEN THOUGH IT JEOPARDIZES MY LEGAL
5 RIGHTS. FOR YOUR CONVENIENCE, YOU WANT ME TO
6 ABANDON - NOW, IF YOU LOOK IN THE HANDBOOK, I'LL
7 REPEAT THE DESCRIPTION OF A HEARING ON GRIEVANCE ON
8 A DISCRIMINATION SUIT, YOU'LL SEE THAT THE
9 DEFENDANT'S RIGHTS ARE TERRIBLY PROTECTED. THAT'S
10 WHAT WE SHOULD HAVE IN BOTH THE GRIEVANCE COMMITTEE
11 AND IN THIS COMMITTEE, BUT WE DON'T. WE DON'T HAVE
12 A POLICY. WE'RE MAKING IT UP AS WE GO ALONG. AND
13 BASICALLY, DAVID, WHAT YOU'RE ARGUING IS FOR YOUR
14 CONVENIENCE, YOU WANT ME TO GIVE UP MY RIGHTS TO
15 PROTECT MYSELF.

16 BY COMMITTEE MEMBER:

17 WELL, I MEAN, IF YOU'RE NOT GOING TO ANSWER OUR
18 QUESTIONS ---

19 BY DR. CRENSHAW:

20 I DIDN'T SAY I WASN'T GOING TO ANSWER YOUR
21 QUESTIONS. I SAID I WOULD ADDRESS A PARTICULAR -
22 AND YOU DON'T EVEN HAVE THEM OUT THERE. YOU DON'T -
23 IF I ASKED YOU RIGHT NOW TO LIST THE CHARGES AGAINST
24 ME, YOU COULDN'T DO IT. BUT THAT'S THE WHOLE POINT,
25 IS THESE ARE FILED SPECIFIC CHARGES AGAINST ME. AND

1 YET, YOU DON'T EVEN KNOW WHAT THEY ARE. YOU HAVEN'T
2 EVEN PULLED THEM OUT - NOW, ADMITTEDLY, THOSE
3 GRIEVANCES DID NOT MAKE IT EASY TO FIND THEM. BUT
4 I'VE GONE THROUGH AND I'VE GOT AT LEAST NINE, I
5 THINK, GENEROUSLY FROM ADAM, AND I'VE GOT AT LEAST
6 EIGHT FROM GID. YOU DON'T EVEN HAVE GID'S. CAN'T
7 YOU SEE HOW THIS PROCESS IS TOTALLY SCREWED UP? AND
8 YOU WANT ME TO COOPERATE WITH WHAT YOU THINK YOU
9 SHOULD BE DOING, EVEN WHEN IT VIOLATES MY RIGHTS TO
10 SELF-PROTECTION.

11 BY COMMITTEE MEMBER:

12 WELL, IF YOU DON'T WANT TO COOPERATE, YOU DON'T
13 HAVE TO, OBVIOUSLY.

14 BY DR. CRENSHAW:

15 IF YOU'VE GOT A PARTICULAR QUESTION TO ASK ME
16 ABOUT A PARTICULAR CHARGE, I'LL BE GLAD TO TALK
17 ABOUT IT. BUT IF YOU WANT TO GO ON A FISHING
18 EXPEDITION, I WILL NOT DO IT. AND IF MY LAWYER WERE
19 HERE, HE WOULD TELL YOU THE SAME THING. YOU DON'T
20 GET TO ASK THAT KIND OF QUESTION. AND YOU'RE WRONG
21 ABOUT WHAT YOU - NOW, YOU MAY THINK THE COMMITTEE
22 HAS SOME, A CERTAIN SET OF INTENTIONS, BUT I'M
23 TELLING YOU IT'S GOT A TOTALLY DIFFERENT SET OF
24 IMPLICATIONS AND THAT YOU ARE - YOU ARE A JUDGE AND
25 JURY HERE. YOU ARE RULING ON QUESTIONS OF FACT.

1 YOU MAY NOT LIKE IT, BUT THAT'S WHAT IT IS. AND
2 WHEN IT GETS TURNED BACK TO THE PRESIDENT, YOU'RE
3 GOING TO HAVE RULINGS OF FACT. I MEAN, I'M AMAZED
4 BY - I'M SORRY ---

5 BY COMMITTEE MEMBER:

6 WE MAY BE SOMEWHAT LIKE A JURY, BUT WE'RE
7 NOT A JUDGE.

8 BY DR. CRENSHAW:

9 RIGHT. A JURY IS TO - A JURY'S JOB - YOU'RE
10 THE LEGAL ADVICE OR YOU'RE THE ONE THAT SENDS PEOPLE
11 - AREN'T YOU THE LAW SCHOOL ADVISOR? A JURY RULES
12 ON QUESTIONS OF FACT. A JUDGE RULES ON QUESTIONS OF
13 LAW. I'VE BEEN ON JURIES. YOU'VE BEEN ON JURIES.
14 YOU HAVE TO DECIDE QUESTIONS OF FACT. THAT'S WHAT
15 THIS IS. THAT'S WHAT ADJUDICATION MEANS. WHAT DO
16 YOU THINK IT MEANS? DIDN'T YOU LOOK IT UP?

17 BY COMMITTEE MEMBER:

18 I HAVE A QUESTION.

19 BY DR. CRENSHAW:

20 I'M SORRY?

21 BY COMMITTEE MEMBER:

22 I HAVE A QUESTION THAT I BELIEVE WE'VE NOT BEEN
23 ABLE TO - THE PHONE CALL TO E.M.S., DID ROBYN AGNEW
24 MAKE THAT? DID YOU MAKE THAT?

25 BY DR. CRENSHAW:

1 ROBYN AGNEW MADE THE CALL TO E.M.S.

2 BY COMMITTEE MEMBER:

3 OKAY.

4 BY DR. CRENSHAW:

5 AND THE OCTOBER FACULTY MEETING IN WHICH WE ALL
6 WERE REMINDED OF THE POLICY DREW DIRECTLY OUT OF
7 THIS ACCUSATION. AND I WANT TO - THIS IS THE ONE
8 ACCUSATION THAT ADAM SHOULD BE RIGHT ON, BUT HE'S
9 NOT. I SHOULD HAVE CALLED 911 DIRECTLY. INSTEAD, I
10 CALLED ROBYN. AND WHAT ROBYN DID, EVEN THOUGH I
11 ASKED HER NOT TO CALL THE ATHLETIC TRAINERS FIRST,
12 WAS TO CALL - TO MAKE THREE PHONE CALLS. THE FIRST
13 TWO WERE TO ATHLETIC TRAINERS. THE THIRD WAS TO
14 E.M.S. AND THAT'S PART OF THE BAD POLICY WE'RE
15 DEALING WITH. YOU PEOPLE THAT ARE ON F.B.C. -
16 ANYBODY ELSE ON F.B.C.? YOU'VE SEEN ALL THIS
17 BECAUSE I TRIED TO GET THE F.B.C. AND THE
18 ADMINISTRATION TO DO SOMETHING ABOUT THIS POLICY
19 SINCE SEPTEMBER. AND SO FAR, NO PROGRESS HAS BEEN
20 MADE.

21 BY COMMITTEE MEMBER:

22 OKAY. I HAVE A QUESTION BASED ON A SPECIFIC
23 CHARGE ---

24 BY DR. CRENSHAW:

25 GIVE ME - WHAT'S THE CHARGE?

1 BY COMMITTEE MEMBER:

2 IT SAYS FROM WHAT I UNDERSTAND, DR. CRENSHAW
3 AND THE GUARDIAN GOT INVOLVED IN A DISAGREEMENT
4 DURING WHICH THE GUARDIAN WAS PHYSICALLY PUSHED
5 ASIDE BY DR. CRENSHAW.

6 BY DR. CRENSHAW:

7 TWO THINGS. FIRST, THAT IS NOT TRUE. SECOND,
8 THAT IS HEARSAY.

9 BY COMMITTEE MEMBER:

10 WELL ---

11 BY DR. CRENSHAW:

12 IT IS HEARSAY. IF YOU WANT ME TO - I DENY
13 BLANKETLY EVERYTHING THEY SAY, BUT THAT IS HEARSAY.
14 THAT WILL NOT BE ADMITTED AS EVIDENCE. YOU CANNOT
15 EVEN USE THAT AS EVIDENCE. IF HE'S SAYING I HEARD A
16 RUMOR THAT - YEAH, I'M SORRY. THAT DOES NOT COUNT.
17 YOU CANNOT CHARGE SOMEBODY BASED ON HEARSAY.

18 BY COMMITTEE MEMBER:

19 I JUST WANTED TO HEAR YOU DENY IT.

20 BY DR. CRENSHAW:

21 WELL, YOU - I'VE DENIED EVERYTHING. CONSIDER
22 IT A BLANKET - BUT DO YOU SEE WHAT I'M SAYING ABOUT
23 HEARSAY? YOU CAN'T ASK ME, WHEN SOMEBODY SAYS - I
24 MEAN, HE EVEN PARAPHRASES SOMEBODY SAYING WHAT HE
25 HEARD ME SAY. THAT'S HEARSAY TWO TIMES REMOVED.

1 THAT'S NOT ALLOWED IN A LEGAL PROCEEDING. THAT - IF
2 YOU'VE GOT QUESTIONS LIKE THAT, I'LL BE GLAD TO
3 ANSWER THEM. BUT THEY NEED TO BE - AND FOR EXAMPLE,
4 LET ME ASK YOU THIS. LET'S JUST LOOK AT WHAT YOU
5 JUST ASKED ME, DAVID. HOW IS THAT A FACULTY
6 GRIEVANCE? LET'S SAY THAT DID HAPPEN. HOW IS THAT
7 A FACULTY GRIEVANCE? THAT IS A GRIEVANCE, IF THAT
8 WERE TRUE, THAT'S A GRIEVANCE THAT THE WOMAN HAS AND
9 THE POLICE COULD HAVE, BUT THAT IS NOT A FACULTY
10 GRIEVANCE. THAT'S JUST A FALSE STATEMENT THAT HE
11 MADE ABOUT ME. I DON'T THINK I CONSIDER THAT AS ONE
12 OF THE NINE CHARGES HE MADE AGAINST ME.

13 BY COMMITTEE MEMBER:

14 OKAY. WELL, WE'RE DEALING WITH WHAT THE
15 PRESIDENT SENT US.

16 BY DR. CRENSHAW:

17 I UNDERSTAND WHAT YOU'RE DOING.

18 BY COMMITTEE MEMBER:

19 AND PART OF THIS TREATMENT OF EMERGENCY
20 PERSONNEL, INCLUDING THE STUDENT'S EMERGENCY
21 CONTACT.

22 BY DR. CRENSHAW:

23 BUT THE - THAT IS NOT WHAT THE ACCUSATIONS IN
24 THIS ARE. IN OTHER WORDS, THE PRESIDENT, WHAT I'M
25 SAYING IS THE PRESIDENT HAS CHANGED THE NATURE OF

1 THIS GAME. IT DID NOT CHANGE WHEN IT GOT TO HIS
2 OFFICE -- FACULTY MEMBERS, IN GOOD FAITH OR
3 MALICIOUSLY, I DON'T KNOW WHICH, FILED PARTICULAR
4 GRIEVANCES AGAINST ME. THEY COULDN'T BE HEARD BY
5 THE FIRST COMMITTEE BECAUSE THEY SENT IT TO THE
6 WRONG PERSON. THEY SENT IT TO THE SEXUAL
7 DISCRIMINATION PERSON. IT COULDN'T BE HEARD BY THE
8 SECOND COMMITTEE BECAUSE THEY'RE CHARGED WITH
9 MEDIATION, NOT ADJUDICATION. THEY REFUSED TO SIT
10 DOWN WITH BRAD. THEY APPEARED AT THE NEW COMMITTEE
11 FOR SUPPOSEDLY HEARING THE ORIGINAL GRIEVANCE, BUT
12 SUDDENLY THAT COMMITTEE AND NOW NEW DOCUMENTS THROWN
13 INTO IT WHICH AREN'T PART OF IT. AND WE'VE GOT THE
14 PRESIDENT'S INTERPRETATION. IT'S HIS JOB TO CALL A
15 COMMITTEE THAT COULD FINALLY ADJUDICATE AND HEAR THE
16 GRIEVANCES, BUT I BELIEVE WHAT WE SHOULD DO IS TO
17 HEAR THE GRIEVANCES, NOT HIS INTERPRETATION OF THE
18 GRIEVANCES. BUT THAT'S WHAT - THAT IS NOT THE SAME
19 THING THAT HAS BEEN SUBMITTED. HE HAS CHANGED THE
20 NATURE OF THE GAME. THAT IS A VIOLATION OF DUE
21 PROCESS. YOU ARE PARTICIPATING IN THAT VIOLATION.
22 IF I WERE IN YOUR SHOES, I WOULD RECUSE MYSELF FROM
23 THIS COMMITTEE, BUT THAT'S UP TO YOU. THIS - I'M
24 DEMANDING THAT, FROM THE PRESIDENT, NOT YOU. THIS
25 IS NOT YOUR FAULT. I'M DEMANDING FROM THE PRESIDENT

1 THAT THE ORIGINAL - HE SAID THIS IS AN ONGOING
2 GRIEVANCE. THAT'S THE QUOTE FROM HIS LETTER TO ME,
3 MAYBE TO YOU, TOO. IT IS AN ONGOING GRIEVANCE, THEN
4 IT SHOULD BE THE GRIEVANCE THAT WE'VE HEARD SO FAR,
5 NOT SOMETHING NEW, NOT SOMETHING WHERE SOMEBODY'S
6 STILL FEEDING INTO YOU WITHOUT EVEN NOTIFYING ME
7 WHEN I'VE GOT TO DEFEND MYSELF. I'VE GOT TO DEFEND
8 MYSELF OR I DON'T - YOU SHOULD ALSO KNOW I WAS NOT
9 CONTACTED BY THE PRESIDENT AT ALL TO SUBMIT RELEVANT
10 DOCUMENTS, THAT HIS DOCUMENT BATCH IS WOEFULLY
11 INCOMPLETE, THAT I HAVEN'T FOLLOWED HIS MANY EMAILS.
12 AGAIN, AS HE SAID BEFORE, THAT HE DIDN'T EVEN SUBMIT
13 THE MINUTES OF THE GRIEVANCE COMMITTEE TO YOU. SO,
14 YOU DON'T KNOW WHAT THEY SAID. THIS IS A SHODDY
15 PIECE OF WORK, AND HE'S DUMPED IT ON YOU. I'M NOT
16 GOING TO BE A VICTIM. THAT'S NOT HOW IT WORKS. I'M
17 NOT MAD AT YOU GUYS. I AM MAD. I WOULDN'T HAVE
18 GONE OUT AND HIRED A LAWYER IF I WASN'T. I WILL NOT
19 - I'VE BEEN TREATED BADLY BY ERSKINE FOR SEVERAL
20 YEARS NOW, AND THIS WAS THE LAST STRAW. IT'S NOT
21 GOING TO HAPPEN ANYMORE. BUT YOU GUYS ARE BEING
22 VICTIMIZED BY AN ACTION BY SOMEBODY WHO'S NOT AWARE
23 OF THE IMPLICATIONS OF WHAT HE'S DOING. HE DOES NOT
24 HAVE THE RIGHT TO EXPAND THIS INTO AN INVESTIGATION
25 FOR HIS OWN PERSONAL - MULTIPLE CHOICE, FIVE GENERAL

1 DESCRIPTION OF BEHAVIORS, LISTING CHARGES IN A
2 MULTIPLE CHOICE. I WOULD NOT STAY ON THIS
3 COMMITTEE. YOU'RE JEOPARDIZING YOURSELF IF YOU DO.
4 CAN WE JUST GET TO THE CHARGES IN THE LETTER HE SENT
5 YOU? YES, HE CALLS THESE CHARGES. I NOW REQUEST
6 YOUR HELP IN ADJUDICATING THIS MATTER. I WOULD LIKE
7 FOR YOU TO WORK TOGETHER AS A COMMITTEE TO JUST
8 DETERMINE THE INTENT OF THE CULPABILITY REGARDING
9 EITHER THE CHARGES LISTED BELOW. HE CALLS THEM
10 CHARGES HIMSELF. IT IS AN ADVERSARIAL RELATIONSHIP.
11 I AM THE DEFENDANT. IT SAYS SO IN YOUR LETTER. YOU
12 ARE TO FIND FACTS AND LOOK FOR CULPABILITY. THAT'S
13 NOT WHAT THE ORIGINAL GRIEVANCES WERE ABOUT. HE'S
14 CHANGED THE NATURE OF EVERYTHING. AND YOU'RE
15 PUTTING YOURSELVES IN JEOPARDY. I'M NOT GOING TO BE
16 PUT IN JEOPARDY BY THIS. THAT'S WHAT I'M TELLING
17 YOU. AGAIN, I NEED A COPY OF THE DOCUMENTS. I NEED
18 TO KNOW WHERE THEY CAME FROM. DID THE WHOLE
19 COMMITTEE GET THEM? DID YOU ALL SEE THEM? SO, THE
20 WHOLE COMMITTEE GOT THESE DOCUMENTS, AND I, AS THE
21 DEFENDANT, HAVE NOT YET GOTTEN THESE DOCUMENTS.
22 THANK YOU. THAT'S GOOD FOR ME. THAT'S JUST ANOTHER
23 ---

24 BY COMMITTEE MEMBER:

25 WE ARE GATHERING INFORMATION.

1 BY DR. CRENSHAW:

2 NO.

3 BY COMMITTEE MEMBER:

4 THE PURPOSE HERE TODAY IS GATHERING
5 INFORMATION.

6 BY DR. CRENSHAW:

7 NO. YOU'RE - YOU - THAT IS NOT HOW IT WILL BE
8 INTERPRETED IN A COURT OF LAW. THAT IS NOT HOW IT
9 WILL BE INTERPRETED BY S.A.C.S. IT WILL BE
10 INTERPRETED AS A VIOLATION OF DUE PROCESS, THAT THE
11 PERSON BEING ACCUSED CANNOT HAVE ACCESS TO THE
12 ACCUSATIONS, A BASIC CONSTITUTIONAL RIGHT. AND THEY
13 CLEARLY ACCUSE. THE PRESIDENT HIMSELF SAID CHARGES.
14 YOU ALL HAVE BEEN WORKING UNDER FALSE ASSUMPTIONS,
15 AND YOU NEED TO STEP OUT OF THE ASSUMPTION AND LOOK
16 AGAIN AT WHAT'S GOING ON HERE.

17 BY COMMITTEE MEMBER:

18 COULD WE HAVE A MINUTE TO ---

19 BY DR. CRENSHAW:

20 I'LL BE GLAD TO.

21 BY COMMITTEE MEMBER:

22 WOULD YOU, PLEASE?

23 BY DR. CRENSHAW:

24 I'LL BE HAPPY TO.

25 BY COMMITTEE MEMBER:

1 BEFORE THAT, COULD I ASK YOU JUST ONE THING?

2 BY DR. CRENSHAW:

3 SURE.

4 BY COMMITTEE MEMBER:

5 THIS DOESN'T HAVE ANYTHING TO DO WITH ANY
6 SPECIFIC CHARGES, AND I'M GOING TO ASK YOU YOUR
7 OPINION.

8 BY DR. CRENSHAW:

9 YEAH.

10 BY COMMITTEE MEMBER:

11 FROM YOUR STANDPOINT, WHAT DO YOU THINK WOULD
12 BE THE PROPER PROCEDURE FOR ALL THIS TO BE HANDLED?

13 BY DR. CRENSHAW:

14 THE PROPER PROCEDURE IS OUTLINED IN THE FACULTY
15 MANUAL UNDER, IN THE SECTION I GAVE YOU. I THINK
16 IT'S PAGE P3 OR P5 IN THE FACULTY MANUAL THAT WE
17 TALKED ABOUT, THE NON-DISCRIMINATORY COORDINATOR AND
18 THEY - IT WAS - WHAT THEY DO IS, FIRST OF ALL, THEY
19 DEFINE THE NATURE OF THE OFFENSE. IF SOMEBODY HAS A
20 GRIEVANCE, THE OFFENSE IS DEFINED PARTICULARLY SO
21 IT'S IN THERE. THE INITIAL PROCESS YOU GO THROUGH,
22 AND THE HEARING, THEY'VE GOT FIVE POINTS OF THE
23 HEARING. ONE POINT IS THAT IT HAS TO BE RECORDED.
24 AND WE'VE GOT THREE THINGS DOING THAT NOW. I KNOW
25 THE RECORD SHOWS THAT. OPENING STATEMENTS CAN BE

1 MADE. LAWYERS CAN BE PRESENT. WITNESSES CAN BE
2 CALLED BY THE DEFENSE AND BY THE ACCUSED. IT'S ALL
3 RIGHT THERE IN THE MANUAL. THAT'S ALL. AND THEN,
4 WHAT I COULD DO IS - THEY WOULD MAKE - THE
5 PROSECUTION WOULD MAKE ITS CASE. THEY WOULD HAVE
6 PARTICULAR ALLEGATIONS AGAINST ME. I COULD REFUTE
7 EACH OF THOSE ALLEGATIONS, IN TURN, AND I CAN,
8 BECAUSE THEY ARE FALSE. SO, I THINK THAT'S THE
9 PROCESS AND IT'S NOT YOUR FAULT YOU WEREN'T GIVEN
10 THAT. THAT'S WHAT I WAS SCREAMING ABOUT THE LETTER
11 TO HOWARD. THERE'S NO PROCESS HERE, NO PROCESS THAT
12 GUARANTEES A - IN OTHER WORDS, IF THIS HAPPENS EVERY
13 TIME - IF EVERY TIME THERE'S A GRIEVANCE, A NEW
14 COMMITTEE IS CALLED TOGETHER, AND IT HAS TO COME UP
15 WITH THE BURDEN OF MAKING THE PROCEDURES, IT WILL
16 NEVER BE CONSISTENT COMMITTEES. SO, THE FACULTY
17 MEMBERS WHO ARE FACED WITH THIS CAN NEVER BE
18 GUARANTEED A CONSISTENT PROCESS WHICH WILL GUARANTEE
19 FAIRNESS FOR BOTH THE ACCUSERS AND THE ACCUSED.
20 EVERYBODY NEEDS TO HAVE - THAT'S WHY THE PROCESS IS
21 SO IMPORTANT. THAT'S WHY OUR LEGAL SYSTEM WORKS THE
22 WAY IT DOES. YOU KNOW, AS CRETAN AND INEFFECTIVE AS
23 IT IS SOMETIMES, IT STILL GUARANTEES THE RIGHTS OF
24 EVERYBODY INVOLVED. SO, WHAT WE HAVE IS A REGULAR
25 PROCESS WHERE THEY WOULD BE ABLE TO - THINGS WOULD

1 BE SUBMITTED VERY QUICKLY. YOU KNOW, IT GIVES TEN
2 DAYS AND IN TEN DAYS, THIS SHOULD HAPPEN. WITHIN 20
3 DAYS, THIS SHOULD HAPPEN. I KNOW PEOPLE WHO SENT
4 THE LETTERS AND I WAS TRYING TO GET PEOPLE TO SPEED
5 STUFF UP AND NOT ALL THOSE LETTERS WERE SUBMITTED TO
6 YOU. BUT THIS IS THE FIRST THING, THE FIRST
7 ALLEGATIONS WERE SUBMITTED SEPTEMBER 27TH AND THIS
8 IS THE 15TH OF DECEMBER AND WE STILL HAVEN'T GOTTEN
9 ANYWHERE YET. AND IT'S BEEN VERY FRUSTRATING FOR ME
10 AND IT'S BEEN AFFECTING ME ALL SEMESTER. AND I'VE
11 TRIED TO GET THINGS SPED UP, BUT IT HASN'T WORKED.
12 THAT'S ONE THING I ASKED. SHORT ANSWER, I WOULD GO
13 TO - JAY, I WOULD GO TO THE MANUAL AND I THINK IT'S
14 P2, P3 AND IT CONTINUES SEVERAL PAGES AND IT
15 OUTLINES THE PROCEDURE. THAT'S WHAT I THINK WOULD
16 BE FAIR. I WOULD - I'M GOING TO TAKE MY COFFEE WITH
17 ME, IF I CAN.

18 BY COMMITTEE MEMBER:

19 OKAY.

20 BY DR. CRENSHAW:

21 I'LL BE MORE THAN HAPPY.

22 BY COMMITTEE MEMBER:

23 WHY DON'T WE JUST TAKE THEM TO HIM?

24 BY COMMITTEE MEMBER:

25 YEAH.

1 BY COMMITTEE MEMBER:

2 DO YOU WANT ME TO STOP THIS WHILE WE'RE ---

3 BY COMMITTEE MEMBER:

4 YEAH.

5 (END OF RECORDING G1)

6

7 (BEGINNING OF RECORDING G2)

8 BY COMMITTEE MEMBER:

9 AFTER SOME DELIBERATING, WE HAVE DETERMINED
10 THAT THERE'S A SIGNIFICANT DIFFERENCE OF OPINION AS
11 TO HOW, THE FUNCTION OF THIS COMMITTEE AND ITS
12 PURPOSE. AND IT'S OBJECTED AS SUCH, FOR THE
13 PROTECTION OF EVERYONE INVOLVED, WE ARE GOING TO
14 SUSPEND THE ACTIONS OF THE COMMITTEE UNTIL SUCH TIME
15 AS ALL THESE MATTERS CAN BE IRONED OUT AND MADE
16 CLEAR AND SATISFACTORY TO EVERYONE.

17 BY DR. CRENSHAW:

18 OKAY. I AGREE.

19 BY COMMITTEE MEMBER:

20 OKAY. THANKS.

21 BY DR. CRENSHAW:

22 THANK YOU.

23 (RECORDING G2 WAS CONCLUDED.)

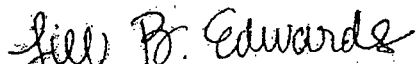
STATE OF SOUTH CAROLINA
COUNTY OF ABBEVILLE

CERTIFICATE OF NOTARY PUBLIC
2012-CP-01-158

WILLIAM CRENSHAW, *
*
PLAINTIFF, *
*
*
VERSUS *
*
*
ERSKINE COLLEGE AND DAVID *
A. NORMAN, *
*
*
DEFENDANTS. *

I, JILL BISHOP EDWARDS, A NOTARY PUBLIC FOR THE
STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED
AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 39 PAGES
REPRESENT A TRUE AND ACCURATE TRANSCRIPT OF THE CD GIVEN
TO DIXY TURNER AND ASSOCIATES, INC., BY FORD AND
HARRISON.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL
SEAL THIS 9TH DAY OF MAY, 2013.



JILL BISHOP EDWARDS
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 7/14/2020

*THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH
MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

COUNTY OF ABBEVILLE

2012-CP-01-158

WILLIAM CRENSHAW,

PLAINTIFF,

VERSUS

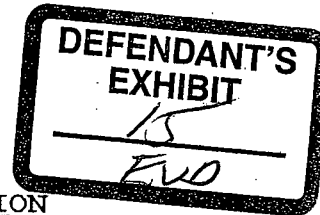
ERSKINE COLLEGE AND DAVID

A. NORMAN,

DEFENDANTS.



COPY

TRANSCRIPTION

BE IT KNOWN THAT DIXY TURNER AND ASSOCIATES, INC., WAS RETAINED TO TRANSCRIBE THE CONTENTS OF A CD PROVIDED TO IT BY FORD AND HARRISON.

DIXY TURNER AND ASSOCIATES, INC., WAS NOT PRESENT WHEN THE CD WAS RECORDED AND, THEREFORE, MAKES NO REPRESENTATIONS AS TO THE IDENTITY OF THE PERSONS WHOSE VOICES ARE RECORDED ON THE CD.

FURTHER, SINCE DIXY TURNER AND ASSOCIATES, INC., WAS NOT PRESENT TO ADMINISTER AN OATH IT MAKES NO REPRESENTATIONS AS TO THE TRUTH OF THE CONTENTS OF THE RECORDING.

FINALLY, BECAUSE DIXY TURNER AND ASSOCIATES, INC., CANNOT VERIFY THE CHAIN OF CUSTODY OF THE CD PROVIDED TO IT BY FORD AND HARRISON, IT CANNOT CERTIFY THAT THE CD HAS NOT BEEN ALTERED OR EDITED IN ANY WAY.

TRANSCRIBED BY:
JILL BISHOP EDWARDS

DIXY MOORE TURNER ASSOC., INC.

836 SHORESBROOK DRIVE
SPARTANBURG, S.C. 29301-6515
864-574-1313

1 BY DR. NORMAN:

2 ALL RIGHT. YOU READY?

3 BY DR. CRENSHAW:

4 YEAH, ABSOLUTELY.

5 BY DR. NORMAN:

6 OKAY. WELL, HERE'S THE - WE'LL JUST KIND OF GO
7 THROUGH THIS LETTER. IT'S WITH GREAT DISAPPOINTMENT
8 AND REGRET THAT I MUST CALL THIS MEETING. AND I
9 MEAN THAT. WE HAVEN'T HAD MUCH TIME TOGETHER, BUT
10 WHAT WE HAVE, I CAN SEE THAT IF WE HAD MET TEN YEARS
11 AGO, I THINK WE COULD HAVE BEEN VERY GOOD FRIENDS.

12 BY DR. CRENSHAW:

13 WELL, I HAVE SOME OBJECTIONS EITHER WAY. YOU
14 MAKE SOME CLAIMS IN HERE RIGHT FROM THE VERY
15 BEGINNING THAT I THINK ARE NOT TRUE. I HAVE GIVEN
16 YOU AMPLE TIME TO WORK TOWARDS RECONCILIATION ---

17 BY DR. NORMAN:

18 WELL, LET'S GO THROUGH THE LETTER. LET'S GO
19 THROUGH IT.

20 BY DR. CRENSHAW:

21 CERTAINLY.

22 BY DR. NORMAN:

23 AS YOU KNOW, YOUR RELATIONSHIPS WITH SEVERAL OF
24 YOUR COLLEAGUES HAVE BEEN UNDER CONSIDERABLE STRAIN
25 FOR SEVERAL MONTHS.

1 BY DR. CRENSHAW:

2 WELL, LET'S STOP RIGHT THERE. WHICH COLLEAGUES
3 ARE YOU TALKING ABOUT?

4 BY DR. NORMAN:

5 THERE'S QUITE A LIST OF THEM, ACTUALLY.

6 BY DR. CRENSHAW:

7 TELL ME WHO THEY ARE.

8 BY DR. NORMAN:

9 LET'S JUST READ THE LETTER.

10 BY DR. CRENSHAW:

11 NO. I'M SORRY, DR. NORMAN. WE'RE GOING TO
12 BACK UP YOUR ASSERTIONS WITH FACTS OR WE'RE GOING TO
13 STOP RIGHT NOW AND I'LL GET A LAWYER BECAUSE THIS IS
14 - IF YOU CAN'T BACK THEM UP WITH FACTS, THEN THIS
15 LETTER IS NONSENSE. NOW, IF YOU'RE MAKING AN
16 ACCUSATION, AND YOU ARE, I WANT THE SPECIFICS OF THE
17 ACCUSATION. SO, YOU'RE SAYING MY RELATIONSHIPS HAVE
18 BEEN STRAINED WITH SEVERAL COLLEAGUES. TO WHOM ARE
19 YOU REFERRING?

20 BY DR. NORMAN:

21 THE FIRST STEP IN YOUR REMOVAL FOR CAUSE IS
22 THAT WE SIT DOWN AND HAVE A DISCUSSION.

23 BY DR. CRENSHAW:

24 DR. NORMAN, YOU'RE ABOUT TO HAVE ME WALK OUT OF
25 THE MEETING. THIS IS NONSENSE. YOU ARE NOT --

1 YOU'RE NOT GIVING ME THE INFORMATION THAT IS
2 REQUIRED.

3 BY DR. NORMAN:

4 STEP TWO ---

5 BY DR. CRENSHAW:

6 THIS IS TYPICAL OF THE KIND OF THINGS I'VE SEEN
7 YOU DO WITH OTHERS. IF YOU CAN'T GIVE ME THE
8 INFORMATION I SEEK, THEN WE'LL HAVE TO TALK TO A
9 LAWYER.

10 BY DR. NORMAN:

11 I CAN GIVE YOU THE INFORMATION.

12 BY DR. CRENSHAW:

13 WELL, GIVE IT TO ME NOW, PLEASE. I MEAN, YOU
14 WANT TO DISCUSS THE LETTER. I'M HERE TO DISCUSS THE
15 LETTER.

16 BY DR. NORMAN:

17 LET'S START WITH THE PROCESS ---

18 BY DR. CRENSHAW:

19 DR. NORMAN, YOU HAVE NOT FOLLOWED PROCESS SINCE
20 I'VE BEEN HERE.

21 BY DR. NORMAN:

22 OKAY.

23 BY DR. CRENSHAW:

24 YOU MADE UP A COMMITTEE ---

25 BY DR. NORMAN:

1 WE'RE GOING TO FOLLOW PROCESS NOW.

2 BY DR. CRENSHAW:

3 THIS WILL BE A NEW THING.

4 BY DR. NORMAN:

5 WE'RE NOT - I'M NOT GOING TO GO ---

6 BY DR. CRENSHAW:

7 I'M NOT GOING TO SIT HERE AND ---

8 BY DR. NORMAN:

9 --- OFF THE ---

10 BY DR. CRENSHAW:

11 LET YOU - I'M NOT GOING TO SIT HERE AND LET YOU
12 ABUSE ME OR BROWBEAT ME. YOU'RE RIGHT. WE COULD
13 HAVE BEEN FRIENDS, BUT THE FIRST THING YOU DID WHEN
14 I CAME, BEFORE YOU EVEN MET ME, YOU LIED TO ME AND
15 TRIED TO TRICK ME OUT OF TEACHING A COURSE. THAT'S
16 THE FIRST THING. AND THEN, YOU DENIED YOU LIED.
17 AND YOU ADMITTED THAT YOU LIED. THE FIRST THING.
18 AND SINCE THAT MEETING THAT WE HAD, YOU HAVE NOT
19 ONCE CALLED ME TO YOUR OFFICE. SO, YOU HAVE NOT
20 GIVEN ME AMPLE OPPORTUNITY TO DO ANYTHING. THAT IS
21 AN UNTRUTH AND I CAN DEMONSTRATE THAT IN COURT. AND
22 I WILL DEMONSTRATE THAT IN COURT.

23 BY DR. NORMAN:

24 OKAY. THE FIRST STEP IN YOUR REMOVAL IS THAT
25 WE SIT DOWN AND HAVE A CONVERSATION.

1 BY DR. CRENSHAW:

2 WE'RE NOT GOING TO HAVE THIS CONVERSATION
3 WITHOUT A LAWYER PRESENT.

4 BY DR. NORMAN:

5 IF YOU WOULD LIKE TO GO TO THE SECOND STEP,
6 THEN I WILL OUTLINE THE CHARGES THAT ARE ---

7 BY DR. CRENSHAW:

8 WHAT'S THE SECOND STEP?

9 BY DR. NORMAN:

10 THE SECOND STEP IN THE REMOVAL PROCESS IS THAT
11 I FORMULATE THE GROUNDS FOR YOUR DISMISSAL.

12 BY DR. CRENSHAW:

13 YOU HAVEN'T DONE THAT YET.

14 BY DR. NORMAN:

15 I HAVEN'T PRESENTED THEM TO YOU YET.

16 BY DR. CRENSHAW:

17 HAVE YOU DONE IT? YOU'VE GOT THAT DOCUMENT
18 NOW?

19 BY DR. NORMAN:

20 YEAH.

21 BY DR. CRENSHAW:

22 CAN I SEE IT?

23 BY DR. NORMAN:

24 AS LONG AS YOU'RE AWARE OF THE FACT THAT THAT
25 IS MOVING INTO THE SECOND STEP OF THE PROCESS. I

1 WANT TO MAKE SURE THAT YOU'RE AFFORDED DUE PROCESS.

2 BY DR. CRENSHAW:

3 NO, NO, YOU DON'T. DR. NORMAN, LET'S BE HONEST
4 HERE, WHICH YOU HAVE NOT BEEN WITH ME FROM THE FIRST
5 DAY. AND YOU KNOW YOU HAVEN'T. YOU WERE NOT
6 HONEST, YOU HAVE NOT BEEN HONEST IN SEVERAL THINGS,
7 SOME OF WHICH I WON'T DISCUSS BECAUSE THEY'LL COME
8 UP IN THE COURT HEARING. THIS IS - THIS IS - YOU'RE
9 A COWARD.

10 BY DR. NORMAN:

11 OKAY.

12 BY DR. CRENSHAW:

13 AND YOU'RE NOT A CHRISTIAN. YOU BEHAVE
14 DESPICABLY TO OTHER PEOPLE. YOU'VE BEHAVED
15 DESPICABLY TO HARRY. I CAN'T BELIEVE WHAT YOU DID
16 IN THAT CASE. NOW, YOU WANT ME OUT BECAUSE I'M A
17 PERSONAL IRRITANT TO YOU. YOU DON'T HAVE CAUSE.
18 YOU'VE BEEN LOOKING FOR IT. AND YOU'D BETTER WELL -
19 YOU'D BETTER BE PREPARED TO DEFEND IT IN COURT
20 BECAUSE I WILL TAKE YOU TO COURT. THAT'S JUST A
21 FACT. IT'S NOT A THREAT. IT'S A FACT. I TOLD YOU
22 THAT LAST YEAR. NOW, WHICH COLLEAGUES ARE YOU
23 TALKING ABOUT?

24 BY DR. NORMAN:

25 WOULD YOU LIKE TO TRY TO RESOLVE THIS MATTER

1 ---

2 BY DR. CRENSHAW:

3 ARE YOU SAYING - YOU'RE SAYING THIS IS A -
4 YOU'RE SEEKING RESOLUTION? YOU'RE NOT TRYING TO
5 FIRE ME? IS THIS AN ATTEMPT TO SEEK SOME KIND OF
6 RESOLUTION?

7 BY DR. NORMAN:

8 THE FIRST STAGE ---

9 BY DR. CRENSHAW:

10 IF YOU WOULD ANSWER MY QUESTION, THE WAY YOU'RE
11 PHRASING - LET ME EXPLAIN. THE WAY YOU'RE PHRASING
12 IT NOW, YOU'RE SAYING THE PROCESS TO GET ME FIRED IS
13 NOW STARTED. IF THAT'S TRUE, THEN WE DON'T REALLY
14 HAVE A LOT TO DISCUSS EXCEPT WHAT YOU HAVE, AND IF
15 YOU'RE SAYING THIS IS A PROCESS THAT COULD LEAD TO
16 RECONCILIATION, THAT'S A DIFFERENT PATH. SO, WHICH
17 IS IT?

18 BY DR. NORMAN:

19 THE FIRST STAGE IN THE PROCESS FOR YOUR ---

20 BY DR. CRENSHAW:

21 WHICH IS IT? ARE WE STARTING THE PROCESS TO
22 HAVE ME FIRED, OR ARE WE STARTING THE PROCESS TO
23 HAVE SOME RECONCILIATION?

24 BY DR. NORMAN:

25 THE FIRST STAGE IN THE PROCESS ---

1 BY DR. CRENSHAW:

2 NO. ARE WE HAVING - IS THIS - ARE YOU TRYING
3 TO GET ME FIRED? CAN YOU NOT - CAN YOU AT LEAST
4 QUIT TRYING TO HIDE BEHIND THIS LANGUAGE AND ANSWER
5 THE QUESTION HONESTLY AND STRAIGHTFORWARDLY, ONE
6 PERSON TO ANOTHER, AS YOU SAID?

7 BY DR. NORMAN:

8 YES.

9 BY DR. CRENSHAW:

10 ALL RIGHT. YOU'RE TRYING TO GET ME FIRED. IS
11 THAT RIGHT?

12 BY DR. NORMAN:

13 I AM GOING THROUGH THE PROCESS FOR YOUR REMOVAL
14 IN THE HOPE THAT WE CAN COME TO A SATISFACTORY
15 RESOLUTION TO THIS MATTER.

16 BY DR. CRENSHAW:

17 THAT'S DIFFERENT. I'M CERTAINLY WILLING TO
18 PARTICIPATE IN THAT.

19 BY DR. NORMAN:

20 OKAY. OKAY. NOW, THAT'S WHY I WOULD RATHER
21 RESOLVE THIS IN STEP ONE ---

22 BY DR. CRENSHAW:

23 EXCELLENT. LET'S LOOK AT IT.

24 BY DR. NORMAN:

25 OKAY.

1 BY DR. CRENSHAW:

2 NOW, SEE, WITH THAT EXPLANATION, NOW I
3 UNDERSTAND THE CONTEXT. NOW WE CAN MOVE FORWARD.
4 BEFORE, YOU WERE NOT GIVING ME ENOUGH EXPLANATION TO
5 SEE WHERE WE WERE GOING. NOTHING PERSONAL AGAINST
6 YOU. I'M OBJECTING TO THE PROCESS AS IT WAS
7 INITIALLY PRESENTED.

8 BY DR. NORMAN:

9 OKAY.

10 BY DR. CRENSHAW:

11 OKAY.

12 BY DR. NORMAN:

13 AS YOU KNOW, YOUR RELATIONSHIPS WITH SEVERAL OF
14 YOUR COLLEAGUES HAVE BEEN UNDER CONSIDERABLE STRAIN
15 FOR SEVERAL MONTHS. I THINK YOU WILL AGREE THAT I
16 HAVE GIVEN YOU AMPLE TIME TO WORK TOWARDS
17 RECONCILIATION, UNDERSTANDING, AND RESTORATION OF
18 RESPECTFUL COLLEGIALLY. IN ADDITION TO TIME, I
19 HAVE DEVOTED CONSIDERABLE INSTITUTIONAL RESOURCES,
20 FIRST TO MEDIATE BETWEEN YOU AND YOUR OFFENDED
21 COLLEAGUES. THEN, LATER, TO ADJUDICATE, IN THE
22 HOPES THAT A BETTER UNDERSTANDING OF THE FACTS OF
23 THIS CASE MIGHT ASSIST YOU IN RESTORING COLLEGIALLY
24 WITH YOUR PEERS.

25 WHILE THIS MATTER ---

1 BY DR. CRENSHAW:

2 I'M SORRY. LET ME JUST READ THAT SENTENCE
3 AGAIN, IF THAT'S OKAY.

4 BY DR. NORMAN:

5 YEAH.

6 BY DR. CRENSHAW:

7 OKAY.

8 BY DR. NORMAN:

9 WHILE THIS MATTER BEGAN INNOCENTLY ENOUGH - AND
10 HERE, I JUST MAKE A FOOTNOTE ---

11 BY DR. CRENSHAW:

12 YEAH, I SAW THE FOOTNOTE. THAT'S OKAY.

13 BY DR. NORMAN:

14 YOUR CONSIDERABLE LACK OF CIVILITY AND
15 COLLEGIALITY, COMBINED WITH YOUR TOXIC LEVELS OF
16 PERSONAL ARROGANCE, DEFENSIVENESS AND DEMONSTRATED
17 DISDAIN FOR THE POLICIES AND PROCEDURES PUT IN PLACE
18 TO DEFINE AND DEFEND OUR ACADEMIC COMMUNITY HAS
19 DEMONSTRATED ITSELF IN PERSONAL CONDUCT WHICH
20 SUBSTANTIALLY IMPAIRS YOUR FULFILLMENT OF
21 INSTITUTIONAL RESPONSIBILITIES. AS YOU WILL SEE ON
22 PAGE 35 OF THE FACULTY HANDBOOK, THESE ARE NO
23 TRIVIAL MATTERS. TO THE CONTRARY, THEY ARE GROUNDS
24 FOR YOUR DISMISSAL. THIS LETTER SHALL COMMENCE THE
25 PRELIMINARY PROCEEDINGS OUTLINED IN THE FACULTY

1 HANDBOOK FOR YOUR DISMISSAL FOR CAUSE. IN THIS
2 FIRST STAGE, WHAT IS CALLED FOR IS FOR ME, IN
3 CONSULTATION WITH THE ACADEMIC VICE-PRESIDENT, TO
4 SEEK TO RESOLVE THE MATTER WITH YOU IN PRIVATE.
5 WITH THAT IN MIND, I HAVE CONSULTED EXTENSIVELY WITH
6 DR. CHRISTIE AND WOULD NOW LIKE TO OPEN A PRIVATE
7 DISCUSSION BETWEEN THE TWO OF US TO DETERMINE
8 WHETHER WE MIGHT RESOLVE THIS MATTER BY MUTUAL
9 CONSENT. IF, IN OUR DISCUSSION TODAY, WE ARE UNABLE
10 TO RESOLVE THIS MATTER BY MUTUAL CONSENT, I WILL
11 PROVIDE A STATEMENT DESCRIBING THE GROUNDS FOR YOUR
12 DISMISSAL. I LOOK FORWARD TO A SWIFT AND
13 SATISFACTORY RESOLUTION TO THIS IMPORTANT MATTER.

14 BY DR. CRENSHAW:

15 OKAY. THANKS. , JUST A PRACTICAL QUESTION, HOW
16 LONG DO YOU THINK THIS MIGHT TAKE TODAY BECAUSE I
17 MIGHT NEED TO TELL MY WIFE SOMETHING?

18 BY DR. NORMAN:

19 YEAH ---

20 BY DR. CRENSHAW:

21 THIS ISN'T A TEN-MINUTE THING?

22 BY DR. NORMAN:

23 NO.

24 BY DR. CRENSHAW:

25 OKAY. OKAY. IF WE'RE HERE A LITTLE WHILE, I

1 MAY JUST ASK TO TAKE A BREAK AND CALL.

2 BY DR. NORMAN:

3 CERTAINLY. ABSOLUTELY.

4 BY DR. CRENSHAW:

5 IS THAT OKAY?

6 BY DR. NORMAN:

7 ABSOLUTELY.

8 BY DR. CRENSHAW:

9 OKAY.

10 BY DR. NORMAN:

11 OKAY. SO, I THINK NOW WHAT WOULD BE HELPFUL IS

12 FOR US TO TALK ABOUT WHAT IT WOULD LOOK LIKE FOR YOU

13 TO STAY EMPLOYED ---

14 BY DR. CRENSHAW:

15 OKAY.

16 BY DR. NORMAN:

17 --- BY ERSKINE. THAT - I'VE GOT SOME MINIMAL

18 THINGS THAT I WOULD REQUIRE AND YOU MAY HAVE SOME

19 THINGS THAT YOU WOULD REQUIRE.

20 BY DR. CRENSHAW:

21 OKAY.

22 BY DR. NORMAN:

23 WOULD YOU LIKE FOR ME TO OUTLINE WHAT I WOULD

24 REQUIRE FIRST?

25 BY DR. CRENSHAW:

1 PLEASE. WELL, I DON'T HAVE ANY PARTICULAR
2 LIST, SO.

3 BY DR. NORMAN:

4 AND THIS IS - THIS IS JUST MY NOTES.

5 BY DR. CRENSHAW:

6 SURE.

7 BY DR. NORMAN:

8 SO, IT'S INFORMAL AS A WAY OF STARTING THE
9 DISCUSSION. FIRST OF ALL, IT IS - WHAT HAS STRUCK
10 ME OVER THE LAST YEAR IS THAT THERE ARE MULTIPLE
11 LEVELS OF AGGRIEVED PARTIES. AND SO, WHAT I'D LIKE
12 TO ASK FOR ARE THREE SEPARATE TYPES OF APOLOGY.

13 BY DR. CRENSHAW:

14 OKAY.

15 BY DR. NORMAN:

16 THE FIRST IS TO THE AGGRIEVED PARTIES, AND BY
17 THAT, I MEAN THE PEOPLE NAMED OR THE PEOPLE WHO
18 FILED GRIEVANCES STEMMING OUT OF THE SEPTEMBER 24TH
19 EVENTS.

20 BY DR. CRENSHAW:

21 OKAY. ALL RIGHT.

22 BY DR. NORMAN:

23 WITH THOSE PARTIES, I WOULD LIKE FOR YOU TO
24 APOLOGIZE IN YOUR OWN WAY, IN YOUR OWN WORDS. AND
25 TO OBJECTIFY THIS, JUST, YOU KNOW, SORT OF WHAT

1 COUNTS AS AN APOLOGY AND WHATEVER, I JUST WANT TO
2 SEE THE RESULT, IN THAT I WANT TO SEE THAT EITHER
3 THEY HAVE FORMALLY ACCEPTED YOUR APOLOGY BY DECEMBER
4 1ST, OR IF - YOU KNOW, IF THEY'RE BEING UNREASONABLE
5 AND THEY DON'T ACCEPT A SINCERE APOLOGY, THEN I'D
6 LIKE A STATEMENT FROM THE GRIEVANCE COMMITTEE,
7 ACKNOWLEDGING THAT YOU'VE TRIED.

8 BY DR. CRENSHAW:

9 OKAY.

10 BY DR. NORMAN:

11 SO, THAT'S ---

12 BY DR. CRENSHAW:

13 THE GRIEVANCE COMMITTEE HAS ALREADY SAID THEY
14 CAN'T RULE ON THIS.

15 BY DR. NORMAN:

16 RIGHT.

17 BY DR. CRENSHAW:

18 SO ---

19 BY DR. NORMAN:

20 I WOULD JUST LIKE A STATEMENT FROM THE
21 GRIEVANCE COMMITTEE THAT SAYS DR. CRENSHAW HAS DONE
22 EVERYTHING POSSIBLE. HE'S ISSUED AN APOLOGY, AND
23 YOU KNOW, THEY ARE - THE FACT THAT THEY'RE UNWILLING
24 TO ACCEPT HIS APOLOGY IS THEIR, YOU KNOW, THEIR
25 FAULT OR WHATEVER. SOMETHING LIKE - SOMETHING TO

1 THAT EFFECT.

2 BY DR. CRENSHAW:

3 OKAY. THANK YOU. OKAY.

4 BY DR. NORMAN:

5 SECONDLY, TO THE FACULTY, AND THE REASON FOR
6 THIS IS JUST BECAUSE YOU'VE BEEN FAIRLY ABRASIVE
7 WITH SOME OF THE COMMITTEES, PARTICULARLY THE
8 ADJUDICATORY COMMITTEE THAT I FORMED ---

9 BY DR. CRENSHAW:

10 I'VE GOT THAT ON TAPE, ALSO, AND THE COMMITTEE
11 - AND THIS CAN BE DEMONSTRATED - DID NOT EVEN KNOW
12 WHAT THEIR JOB WAS. IN FACT, WHEN I SAID TO THE
13 COMMITTEE THAT THEY HAD TO ADJUDICATE, THEY SAID -
14 MEMBERS OF THAT COMMITTEE SAID NO, THIS IS NOT THE
15 PURPOSE OF THE COMMITTEE. AND THEN, I SAID THE
16 PRESIDENT HAS SAID THERE ARE CHARGES THAT YOU MUST
17 ADJUDICATE. AND THEY SAID, NO, THAT'S NOT TRUE. I
18 PULLED UP YOUR LETTER THAT FORMED THE COMMITTEE AND
19 READ TO THEM WHAT YOU HAD SAID, WHERE YOU USED THE
20 WORD CHARGES. NOW, THAT'S HOW ILL INFORMED THAT
21 COMMITTEE WAS. SO, I WON'T GO INTO ALL THIS NOW,
22 BUT I WOULD CERTAINLY - IN EACH OF THESE, YOU'RE
23 MAKING ASSUMPTIONS THAT WILL NOT STAND UP UNDER
24 SCRUTINY. THAT IS, YOU'RE ASSUMING THAT THEIR
25 GRIEVANCES WERE LEGITIMATE. I HAVE REFUTED ALL

1 THOSE GRIEVANCES. YOU'RE ASSUMING THAT I WAS - I
2 OUTLINED FOR THIS COMMITTEE, SITTING DOWN, IN
3 WRITING, THE KINDS OF QUESTIONS BASED ON LEGAL
4 ADVICE THAT THEY COULD ASK, AND I THOUGHT THEY
5 UNDERSTOOD THAT. AND THEN, THEY STARTED ASKING ME
6 TOTALLY INAPPROPRIATE QUESTIONS FOR AN ADJUDICATION.
7 NOT ONLY THAT, BUT YOU SUBMITTED EGREGIOUSLY
8 UNPROFESSIONAL ACCUSATIONS AND DATA INTO THAT, TO
9 THAT COMMITTEE, WHICH WILL BE THE BASIS FOR MY
10 LAWSUIT, SHOULD WE GO THAT FAR. YOU TURNED WHAT WAS
11 A GRIEVANCE, AN ILLEGITIMATE GRIEVANCE FOR THESE
12 GUYS, INTO YOUR PERSONAL GRIEVANCE WHERE YOU MADE UP
13 YOUR OWN CHARGES. THAT IS NOT WITHIN YOUR PURVIEW.
14 AND YOU DID IT WITH A, UNDER AN ARTICLE IN THE
15 HANDBOOK THAT REALLY WAS APPLYING TO QUESTIONS ABOUT
16 SALARY, NOT THIS KIND OF QUESTION. THAT WAS THE
17 AUTHORITY YOU SIGNED IT FOR. SO, I'M PERFECTLY
18 WILLING TO CONSIDER ALL THESE, BUT I'M ALSO
19 PERFECTLY WILLING TO GO TO COURT WITH ALL OF THESE.
20 AND I THINK YOU WILL LOSE.

21 BY DR. NORMAN:

22 OKAY. THERE ARE SOME FACULTY THAT YOU DON'T
23 HAVE GOOD RELATIONSHIPS WITH.

24 BY DR. CRENSHAW:

25 LIKE?

1 BY DR. NORMAN:

2 I THINK THE FACULTY, IN GENERAL, I THINK YOU
3 HAVE ---

4 BY DR. CRENSHAW:

5 THIS IS THE SAME FACULTY THAT VOTED ME TEACHER
6 OF THE YEAR LAST YEAR.

7 BY DR. NORMAN:

8 OKAY. WELL, THEN, LET'S MAKE IT EASY. I'LL
9 MAKE IT REALLY EASY. AS LONG AS ---

10 BY DR. CRENSHAW:

11 IT'S ABOUT TIME.

12 BY DR. NORMAN:

13 AS LONG AS THE FACULTY - AS LONG AS YOU MAKE
14 SOME APOLOGY TO THE - TO THE FACULTY ---

15 BY DR. CRENSHAW:

16 WHAT AM I APOLOGIZING TO THEM FOR?

17 BY DR. NORMAN:

18 WELL, YOU CAN - YOU CAN THINK ABOUT THAT ---

19 BY DR. CRENSHAW:

20 WELL, NO, NO. I MEAN, YOU'VE GOT TO BE
21 KIDDING. YOU'RE HERE TELLING ME I NEED TO APOLOGIZE
22 TO THE - I'M GOING TO LOVE THIS. THIS IS GOING TO
23 BE GREAT IN COURT. YOU'RE HERE TELLING ME ABOUT
24 APOLOGIZE TO THE FACULTY, BUT YOU'VE GOT NOTHING IN
25 PARTICULAR I SHOULD APOLOGIZE TO THEM FOR. YOU'VE

19

1 ASSUMED THAT THE GRIEVANCES, THESE - I'M SUPPOSED TO
2 APOLOGIZE TO PEOPLE WHO FILED FALSE GRIEVANCES
3 AGAINST ME. YOU HAVE ACCUSED ME OF THINGS THAT YOU
4 DON'T - OF THE CONDUCT, YOU - THERE'S NO CONDUCT -
5 YOU CAN ACCUSE ME - I MEAN, I'M GLAD TO TAKE THAT TO
6 COURT. THIS IS - THIS IS GREAT. WHAT DO YOU WANT
7 ME TO APOLOGIZE TO THE FACULTY FOR?

8 BY DR. NORMAN:

9 FOR YOUR DISDAIN FOR THE POLICIES AND
10 PROCEDURES ---

11 BY DR. CRENSHAW:

12 WHICH PARTICULAR POLICIES OR PROCEDURES ARE YOU
13 TALKING ABOUT?

14 BY DR. NORMAN:

15 IF YOU CAN'T FIND ANYTHING THAT YOU ---

16 BY DR. CRENSHAW:

17 NO, NO. YOU'RE MAKING THE ACCUSATION. YOU
18 DON'T UNDERSTAND. THE ACCUSATION, YOU'VE GOT TO BE
19 SPECIFIC, AND IN A COURT OF LAW WHEN YOU'RE ON THE
20 STAND, YOU WILL HAVE TO SAY. NOW, WHAT POLICIES AND
21 PROCEDURES ARE YOU SAYING THAT I HAVE VIOLATED?

22 BY DR. NORMAN:

23 WE'RE NOT IN A COURT OF LAW RIGHT NOW.

24 BY DR. CRENSHAW:

25 WELL, BUT MY RIGHTS WILL BE PROTECTED, NO

DEFENDANTS
0401
CONFIDENTIAL

1 MATTER WHAT. AND I HOPE WE CAN AVOID A COURT OF
2 LAW, BUT YOU SAID YOU WANTED TO TALK ABOUT THIS, BUT
3 YOU'RE NOT TALKING. YOU'RE WITHHOLDING INFORMATION.
4 WHAT EXACTLY DO YOU WANT ME TO APOLOGIZE FOR? YOU
5 SAY FOR HOLDING IN DISDAIN CERTAIN POLICIES AND
6 PROCEDURES. WOULD YOU PLEASE NAME THEM?

7 BY DR. NORMAN:

8 DR. CRENSHAW, I'M NOT GOING TO WRITE YOUR
9 APOLOGY FOR YOU.

10 BY DR. CRENSHAW:

11 IT'S - YOU CAN'T ASK ME TO APOLOGIZE FOR
12 SOMETHING IF YOU - IT'S LIKE SAYING YOU'VE GOT TO
13 APOLOGIZE FOR DOING SOMETHING, BUT I'M NOT GOING TO
14 TELL YOU WHAT IT IS BECAUSE I DON'T HAVE ANYTHING TO
15 TELL YOU. YOU'VE GOT NO LEG TO STAND ON, DR.
16 NORMAN. WHAT ARE YOU SAYING?

17 BY DR. NORMAN:

18 I'M SAYING THAT FOR YOU TO BE ---

19 BY DR. CRENSHAW:

20 WHAT POLICIES AND PROCEDURES - I'M ASKING YOU A
21 SPECIFIC QUESTION POLITELY. WHAT POLICIES AND
22 PROCEDURES ARE YOU SAYING I NEED TO APOLOGIZE TO THE
23 FACULTY FOR SHOWING DISDAIN FOR? IT'S DISDAIN, I
24 THINK YOU SAID, THAT WAS THE WORD YOU USED. I'VE
25 GOT IT ON TAPE. WE CAN FIND OUT. WHAT PARTICULAR

1 POLICIES ARE YOU TALKING ABOUT? OH, YOU'RE JUST
2 DIGGING A HOLE. WHAT PARTICULAR POLICIES? WHY
3 CAN'T YOU TELL ME? WHY IS THIS A SECRET? YOU
4 EXPECT ME TO BE COWED.

5 BY DR. NORMAN:

6 NO, I ---

7 BY DR. CRENSHAW:

8 YOU EXPECT ME TO CARE WHAT YOU THINK.

9 BY DR. NORMAN:

10 I EXPECT YOU TO THINK CRITICALLY AND REASONABLY

11 ---

12 BY DR. CRENSHAW:

13 OH, I'M THINKING CRITICALLY AND I SEE - I SEE
14 BIG BUCKS. I'M THINKING CRITICALLY. YOU DON'T
15 THINK CRITICALLY. YOU ASSUME THE DEVIL'S REAL.

16 BY DR. NORMAN:

17 DO YOU UNDERSTAND THAT THAT'S A THREAT, WHAT
18 YOU JUST SAID TO ME RIGHT THERE?

19 BY DR. CRENSHAW:

20 WHAT? WHAT IS A THREAT?

21 BY DR. NORMAN:

22 WHENEVER YOU SAID I'M LOOKING AT BIG BUCKS. AND
23 YOU ---

24 BY DR. CRENSHAW:

25 NO, THAT'S NOT A THREAT. I'M TELLING YOU WE'RE

1 GOING TO COURT. THAT'S NOT A THREAT. A THREAT WAS
2 WHEN YOU TOLD ME AT OUR FIRST MEETING I DON'T WANT
3 TO FIRE YOU. THAT WAS THE THREAT. THIS IS NOT A
4 THREAT. I HAVE TOLD YOU TIME AND TIME AGAIN. I
5 HAVE GOT A LAWYER. MY LAWYER HAS TALKED TO YOU. I
6 AM SAYING YOU'RE ASKING ---

7 BY DR. NORMAN:

8 DO YOU KNOW WHAT YOUR LAWYER SAID TO ME?

9 BY DR. CRENSHAW:

10 I KNOW WHAT MY LAWYER SAID TO ME OR ABOUT WHAT
11 HE SAID TO YOU, BECAUSE WE TALK AFTER HE TALKS TO
12 YOU.

13 BY DR. NORMAN:

14 YOU KNOW HE ASKED - YOU KNOW HE ASKED FOR SOME
15 MORE TIME TO GIVE YOU TIME TO GET YOUR RELATIONSHIPS
16 WITH YOUR COLLEAGUES STRAIGHTENED OUT?

17 BY DR. CRENSHAW:

18 YEAH.

19 BY DR. NORMAN:

20 DO YOU THINK I GAVE YOU ENOUGH TIME?

21 BY DR. CRENSHAW:

22 DR. NORMAN, WHY DIDN'T YOU CALL ME IN? IF THIS
23 WAS A CONCERN TO YOU, WHY DID YOU NOT CALL ME IN TO
24 YOUR OFFICE FROM LAST SEPTEMBER UNTIL NOW? YOU
25 DON'T HAVE - IF YOU ARE ASKED HOW YOU GAVE ME TIME,

1 YOU MADE NO CORRESPONDENCE TO ME. YOU MADE NO -
2 EXCEPT FOR THE OFFICIAL COMMITTEE STUFF, YOU DIDN'T
3 CALL ME IN TO TALK TO ME. WHEN YOU WERE ASKED, YOU
4 SAY YOU GAVE HIM ENOUGH TIME, WHAT DIRECTION DID YOU
5 GIVE HIM FOR DOING THIS? WHAT INSTRUCTIONS DID YOU
6 GIVE HIM? WHAT SUGGESTIONS DID YOU GIVE HIM? AND
7 YOUR ANSWER WILL BE, WELL, NONE. I DIDN'T CONTACT
8 HIM. I DIDN'T WRITE HIM. I DIDN'T HAVE THE DEAN
9 TALK TO HIM. I MADE NO SUGGESTIONS ABOUT WHAT HE
10 SHOULD DO. I CREATED A COMMITTEE TO ADJUDICATE
11 CHARGES THAT I MADE UP. I'VE THOUGHT A LOT ABOUT
12 THIS CRITICALLY. GO AHEAD. AS THEY SAY IN THE
13 MOVIE, MAKE MY DAY. IT'S NOT A THREAT. IT'S JUST A
14 FACT. IF YOU TRY TO ABUSE THE SYSTEM WITH ME, I
15 WILL GO ONE STEP MORE THAN JAY HERRING DID. I WILL
16 SUE YOU. JAY HAD THE OPPORTUNITY TO DO THAT AND HE
17 CHOSE NOT TO. HE'S JUST NOT GOING TO COME BACK.
18 YOU WERE SUCCESSFUL AT REMOVING HIM. I'M GOING TO
19 RAISE HELL.

20 BY DR. NORMAN:

21 DO YOU KNOW ---

22 BY DR. CRENSHAW:

23 THAT'S NOT A THREAT.

24 BY DR. NORMAN:

25 DO YOU KNOW THAT I DIDN'T REMOVE JAY HERRING?

1 BY DR. CRENSHAW:

2 YOU ---

3 BY DR. NORMAN:

4 I MEAN, YOU KNOW, THAT ---

5 BY DR. CRENSHAW:

6 ESSENTIALLY, ESSENTIALLY ---

7 BY DR. NORMAN:

8 THAT DOESN'T EVEN MATTER ---

9 BY DR. CRENSHAW:

10 OH, I KNOW THE WHOLE PROCESS THAT YOU WENT
11 THROUGH. THAT WAS SO EGREGIOUS. WE WERE SO - THAT
12 WHOLE COMMITTEE WAS SO OUTRAGED BY WHAT YOU HAD
13 DONE. AND THEN YOU FINESSED IT WITH THE BOARD. BUT
14 I KNOW THAT JAY HERRING IS NOT GOING TO REAPPLY. HE
15 SENT A THANK YOU NOTE TO THE COMMITTEE WHERE HE TOLD
16 US THAT. HE SENT A THANK YOU NOTE TO THE COMMITTEE
17 WHERE HE WAS TOLD BY A BOARD MEMBER THAT YOU SHOULD
18 BE SUED ---

19 BY DR. NORMAN:

20 YOU KNOW WHAT - YEAH, THIS REALLY ISN'T - THIS
21 REALLY ISN'T ABOUT JAY. IT'S ---

22 BY DR. CRENSHAW:

23 NO, IT'S NOT, BUT IT'S ABOUT A PATTERN OF
24 BEHAVIOR ON YOUR PART, AND ALL THIS MAY COME OUT IN
25 A COURT OF LAW. I AM NOT GIVING UP MY RIGHTS AS AN

1 AMERICAN CITIZEN BASED ON THE STRUCTURE THAT YOU'RE
2 TRYING TO IMPOSE HERE. I WILL CERTAINLY FOLLOW THE
3 STRUCTURE, BUT PART OF THE STRUCTURE INCLUDES IF YOU
4 WANT ME TO APOLOGIZE, YOU HAVE A MORAL, A LEGAL, AND
5 AN ETHICAL OBLIGATION TO TELL ME SPECIFICALLY WHAT
6 I'M APOLOGIZING FOR. IT'S ABSURD TO THINK THAT YOU
7 CAN JUST SAY YOU NEED TO APOLOGIZE TO THE FACULTY.
8 I'M NOT GOING TO WRITE YOUR APOLOGY FOR YOU. WHAT
9 AM I TO APOLOGIZE TO THE FACULTY FOR?

10 BY DR. NORMAN:

11 HERE'S ONE WAY THIS COULD GO.

12 BY DR. CRENSHAW:

13 NO. ALL RIGHT. TELL ME WHAT IT IS.

14 BY DR. NORMAN:

15 YOU COULD STAND UP AND SAY I APOLOGIZE TO YOU
16 FOR ANY OFFENSES THAT I MAY HAVE ----

17 BY DR. CRENSHAW:

18 I - ANYBODY - ANYBODY ON ANY DAY COULD STAND UP
19 AND MAKE THAT APOLOGY. THAT IS A MEANINGLESS
20 APOLOGY. IF I HAVE DONE SOMETHING PARTICULAR TO
21 OFFEND THEM, THEN THAT IS THE CAUSE FOR AN APOLOGY.
22 WHAT YOU JUST SAID IS SILLY. WHAT YOU JUST SAID IS
23 LIKE WHAT YOU SAID TO ME IN OUR FIRST MEETING, WHICH
24 IS THAT THE LIE YOU TOLD IS THE SAME AS TELLING YOUR
25 WIFE THAT SHE DOESN'T LOOK FAT IN THAT DRESS, AND

1 THAT LIES CAN BE MORALLY NEUTRAL.

2 BY DR. NORMAN:

3 ... I REALLY DON'T KNOW FULLY WHAT YOU'RE TALKING

4 ABOUT THERE.

5 BY DR. CRENSHAW:

6 I'VE GOT IT ON TAPE. I'LL BE GLAD TO PLAY IT

7 FOR YOU.

8 BY DR. NORMAN:

9 BUT I'M GLAD THAT YOU REMEMBER IT.

10 BY DR. CRENSHAW:

11 I REMEMBER IT VERY WELL.

12 BY DR. NORMAN:

13 BUT THAT'S NOT WHAT WE'RE TALKING ABOUT RIGHT

14 NOW.

15 BY DR. CRENSHAW:

16 YES, IT IS, BECAUSE IT'S PART OF THE SAME

17 PATTERN. DON'T YOU UNDERSTAND, IN THE COURT, WHAT

18 WE'RE GOING TO BE ABLE TO PROVE IS A PATTERN OF

19 ABUSE TOWARD ME BY YOU AND THIS ADMINISTRATION.

20 BY DR. NORMAN:

21 OKAY. ARE YOU ---

22 BY DR. CRENSHAW:

23 YOU ---

24 BY DR. NORMAN:

25 ARE YOU WANTING THIS TO SOMEHOW BE PART OF US

1 RESOLVING THIS MATTER BY MUTUAL CONSENT OR ---

2 BY DR. CRENSHAW:

3 YEAH, BUT YOU - I'M WILLING TO DO THAT, BUT YOU
4 CAN'T WITHHOLD INFORMATION. YOU CAN'T SAY YOU HAVE
5 TO APOLOGIZE, BUT I'M NOT TELLING YOU WHAT YOU'VE
6 DONE TO WARRANT AN APOLOGY. THAT'S ABSURD.

7 BY DR. NORMAN:

8 LET'S - WELL, IN THE LETTER, I SAID YOU HAVE
9 TOXIC LEVELS OF PERSONAL ARROGANCE, DEFENSIVENESS
10 AND DEMONSTRATED DISDAIN FOR THE POLICIES AND
11 PROCEDURES PUT IN PLACE TO DEFINE AND DEFEND OUR
12 ACADEMIC COMMUNITY.

13 BY DR. CRENSHAW:

14 AS A CRITICAL THINKER, I KNOW YOU UNDERSTAND
15 THAT THAT'S AN ASSERTION. THAT ASSERTION WILL HAVE
16 TO BE SUPPORTED BY SPECIFIC FACTUAL DETAIL. WHAT
17 I'M ASKING FOR IS WHAT YOU'RE TALKING ABOUT.
18 ANYBODY CAN MAKE AN ASSERTION. I CAN ASSERT YOU'RE
19 A BAD PRESIDENT. I CAN'T PROVE THAT UNTIL I GIVE
20 PARTICULAR EXAMPLES OF WHAT I WOULD SAY, NOT THAT I
21 WOULD SAY THAT, BUT I HAVE TO GIVE PARTICULAR
22 EXAMPLES TO SUPPORT THAT IDEA. YOU CAN'T JUST MAKE
23 - A STATEMENT LIKE THAT IS MEANINGLESS WITHOUT THE
24 DETAILS, AND AS A CRITICAL THINKER, WHICH I THINK
25 YOU THINK YOU ARE, YOU SHOULD KNOW THAT.

1 BY DR. NORMAN:

2 I AM A CRITICAL THINKER, BUT I'M NOT A LOGICAL
3 POSITIVIST, AND THAT'S WHAT ---

4 BY DR. CRENSHAW:

5 THAT'S - NO, NO, NO, NO. THIS IS - NO, I'M NOT
6 TALKING ABOUT LOGICAL POSITIVE. I'M TALKING ABOUT
7 NO ASSERTION CAN BE MADE WITHOUT EVIDENCE TO BACK IT
8 UP. IF YOU DON'T THINK THAT'S TRUE, I CAN'T WAIT TO
9 GET YOU ON THE STAND, BECAUSE THAT'S EXACTLY WHAT
10 THEY'LL ASK YOU. AND THEY'LL ASK YOU TO DEMONSTRATE
11 FACTUALLY WHAT YOU ARE CLAIMING NOW IN A COURT. IF
12 YOU FIRE ME WITH THIS, THEY WILL ASK YOU IN A COURT
13 OF LAW TO DEMONSTRATE FACTUALLY - I'LL GET THE
14 A.A.U.P. INVOLVED. I'LL GET S.A.C.S. INVOLVED. I'M
15 GOING TO GET EVERYBODY INVOLVED. BUT IF YOU CAN'T
16 DEMONSTRATE THE VALIDITY OF THIS WITH FACTS, WITH
17 DOCUMENTED FACTS, AND YOU'VE GOT TO DEMONSTRATE THAT
18 YOU'VE GIVEN ME WARNINGS ABOUT THIS. YOU'VE GOT TO
19 DEMONSTRATE THAT YOU'VE COUNSELED ME ABOUT THIS.
20 YOU'VE DONE NONE OF THIS. YOU'VE BEEN HIDING FROM
21 ME FOR A YEAR. YOU COULD HAVE CALLED ME UP ANYTIME.
22 YOU CHOSE NOT TO. NOW ---

23 BY DR. NORMAN:

24 DO YOU WANT TO TALK ABOUT MY CASE - DO YOU WANT
25 TO TALK ABOUT A HYPOTHETICAL LAWSUIT OR DO YOU WANT

1 TO TRY TO RESOLVE THIS?

2 BY DR. CRENSHAW:

3 YOU - THAT'S WHAT'S CALLED THE EITHER/OR
4 FALLACY, BECAUSE WHAT I'M TRYING TO DO IS FIND OUT
5 WHAT SPECIFICS YOU HAVE HERE. I'M TRYING TO TALK
6 ABOUT THIS, BUT YOU WON'T TALK ABOUT IT. THE ONLY
7 REASON I HAVE TO RESORT TO TALKING ABOUT A LEGAL
8 CASE IS BECAUSE YOU DO NOT HAVE THE COURTESY TO TELL
9 ME THE SPECIFICS OF WHAT YOU'RE ALLEGING. YOU'RE
10 MAKING ALLEGATIONS AGAINST ME THAT HAVE NO BASIS IN
11 FACT THAT YOU'RE PRESENTING TO ME. YOU WANT ME TO
12 APOLOGIZE WHEN YOU'VE NOT TOLD ME WHAT TO APOLOGIZE
13 FOR. THAT IS ASTOUNDING. WHERE DO YOU GET THESE
14 IDEAS? JUST BECAUSE YOU'RE THE PRESIDENT DOESN'T
15 MEAN YOU CAN MAKE AN ALLEGATION THAT HAS VERACITY.

16 BY DR. NORMAN:

17 DO YOU THINK THAT - DO YOU THINK THAT YOU MAY
18 HAVE OFFENDED ANY OF YOUR COLLEAGUES?

19 BY DR. CRENSHAW:

20 IT DOESN'T MATTER WHAT I MAY THINK. YOU'RE THE
21 ONE MAKING THE ACCUSATION.

22 BY DR. NORMAN:

23 OKAY.

24 BY DR. CRENSHAW:

25 WHAT I THINK IS NOT IMPORTANT. YOU HAVE

1 ACCUSED ME OF SOMETHING. IT IS INCUMBENT ON YOU TO
2 TELL ME THE SPECIFICS, THE BASIS FOR THIS
3 ACCUSATION. JUST LIKE IF I SAID YOU'RE A BAD
4 PRESIDENT, IT WOULD BE INCUMBENT ON ME TO TELL YOU
5 THE SPECIFICS OF WHY I THOUGHT YOU WERE A BAD
6 PRESIDENT.

7 BY DR. NORMAN:

8 WHEN I ASKED YOU TO HAVE A SEAT, YOU DIDN'T ASK
9 FOR PROOF THAT THE CHAIR WOULD HOLD YOU UP.

10 BY DR. CRENSHAW:

11 LOOK, THAT'S A DIFFERENT - I THOUGHT YOU WERE A
12 CRITICAL THINKER. THAT IS A FALSE ANALOGY. THAT IS
13 - THAT IS FALSE EQUIVALENCY. THAT HAS NOTHING TO DO
14 WITH THIS. THEY'RE NOT THE SAME THING AT ALL.
15 WHERE DO YOU GET THIS STUFF? WE'RE TALKING ABOUT AN
16 ACCUSATION. WE'RE NOT TALKING ABOUT THE PHYSICS OF
17 A CHAIR. I DIDN'T THINK YOU WOULD PUT A WHOOPEE
18 CUSHION IN MY CHAIR. YOU KNOW, OTHERWISE, I WOULD
19 HAVE LOOKED. OKAY. BUT THAT'S SUCH A SILLY
20 ANALOGY. I CAN'T - THAT'S JUST FLABBERGASTING. YOU
21 HAVE MADE AN ACCUSATION AGAINST ME. THIS ACCUSATION
22 COULD NOT BE SUSTAINED WITHOUT EVIDENCE. YOU WILL
23 PROVIDE - NOT ONLY - NOT ONLY HAVE YOU NOT PROVIDED
24 EVIDENCE. YOU WILL NOT EVEN PROVIDE A MORE SPECIFIC
25 STATEMENT ABOUT THE POLICIES. IN OTHER WORDS, THERE

1 ARE SEVERAL LEVELS YOU HAVE TO GO THROUGH. FIRST OF
2 ALL, YOU HAVE TO NAME THE POLICIES THAT I HAVE BEEN
3 DISDAINFUL OF, OKAY, TO THE DETRIMENT OF THE COLLEGE
4 OR WHATEVER. I'LL - WE'LL HAVE TO GET YOUR EXACT
5 PHRASING, WHICH IS HERE. THE ARROGANCE, YOU'VE GOT
6 TO DEMONSTRATE THAT. YOU CAN'T JUST ASSERT THAT.
7 YOU'VE GOT TO NAME THE POLICIES AND THEN YOU'VE GOT
8 TO SHOW THAT I PARTICULARLY VIOLATED THOSE
9 PARTICULAR POLICIES, PARTICULARLY SHOWING THE
10 ARROGANCE AND DISDAIN. YOU'VE GOT TO DEMONSTRATE
11 THAT.

12 BY DR. NORMAN:

13 WELL, IT DEPENDS.

14 BY DR. CRENSHAW:

15 NO, IT DOESN'T DEPEND. IT DOES, BECAUSE MY
16 RIGHTS AS AN ACCUSED PERSON WILL MAKE SURE THAT YOU
17 DO EVENTUALLY. YOU CAN DO IT NOW IN THIS PROCESS,
18 WHICH IS WHAT I'M TRYING TO DO, OR IF IT DOESN'T
19 WORK IN THIS PROCESS, I'M NOT GOING TO BE BOUND BY
20 WHAT THE BOARD OF TRUSTEES DECIDES. THEY ALREADY
21 CONKED OUT ON THE HERRING CASE. YOU DIDN'T EVEN
22 SHARE THE WHOLE PACKET WITH THEM THAT WE SENT THEM.
23 I KNOW THIS. SO, THE BOARD OF TRUSTEES IS NOT A
24 VIABLE OPTION. SO, MY NEXT STEP IS NOT THE BOARD.
25 THE NEXT STEP IS A COURT OF LAW. I'M TRYING TO DO

1 IT HERE. YOU ARE ACTIVELY RESISTING THAT BY NOT
2 GIVING ME THE BASIC INFORMATION TO WHICH I HAVE AS A
3 RIGHT, NOT ONLY AS AN AMERICAN CITIZEN, BUT ALSO AS
4 AN EMPLOYEE OF ERSKINE COLLEGE.

5 BY DR. NORMAN:

6 JUST TO BE CLEAR, THE PROCESS, STEP ONE ---

7 BY DR. CRENSHAW:

8 I UNDERSTAND WHAT YOU'RE SAYING. AND IF YOU
9 WANT TO PLAY IT THAT WAY, FINE. BUT MY ULTIMATE - I
10 DON'T ALWAYS HAVE TO PLAY IT IN THIS ARENA, ALL
11 RIGHT? AND THE ARENA I'M CHOOSING NEXT IS A COURT
12 OF LAW. NOW, I DON'T WANT TO GO THERE. IT'S A
13 HASSLE. I CAN GET THE FUNDING FOR IT. THAT'S NOT A
14 PROBLEM. I'VE GOT A FUNDER. BUT I DON'T WANT TO GO
15 THROUGH THE PROCESS. I DON'T WANT TO HURT ERSKINE,
16 BUT BY GOD, I'M NOT GOING TO HAVE MY RIGHTS RUN OVER
17 BY YOU.

18 BY DR. NORMAN:

19 I'M NOT SURE THAT YOU DO UNDERSTAND THE
20 PROCESS, ACTUALLY. CAN YOU JUST TELL ME WHAT THE
21 PROCESS IS?

22 BY DR. CRENSHAW:

23 THIS PROCESS?

24 BY DR. NORMAN:

25 YEAH.

1 BY DR. CRENSHAW:

2 WELL, I'M NOT THE PROCESS. YOUR IDEA OF THE
3 PROCESS - MY IDEA OF THE PROCESS IS NOT YOUR IDEA.
4 MY IDEA OF THE PROCESS IS IF YOU MAKE AN ACCUSATION,
5 YOU HAVE TO BACK IT UP AND YOU HAVE TO TELL ME WHAT
6 THE ACCUSATION MEANS. RIGHT NOW, YOU'VE TOLD ME I
7 NEED TO APOLOGIZE AND AN APOLOGY SUCH AS I APOLOGIZE
8 FOR ANY WAY I MAY HAVE OFFENDED YOU. I WANT TO HEAR
9 THAT IN COURT. OH, THAT WOULD BE SO AMAZING.

10 BY DR. NORMAN:

11 I'M NOT TALKING ABOUT COURT RIGHT NOW.

12 BY DR. CRENSHAW:

13 I AM. OR YOU CAN TELL ME NOW THIS, OR YOU CAN
14 TELL ME IN COURT. THAT'S WHAT I'M SAYING. I'M WITH
15 YOU. LET'S RESOLVE IT NOW. BUT WHY WON'T YOU SHARE
16 THIS WITH ME NOW? I MEAN, WHY WON'T YOU DO IT?

17 BY DR. NORMAN:

18 WHAT I'M SHARING WITH YOU IS THAT I BELIEVE ---

19 BY DR. CRENSHAW:

20 YOU HAVEN'T - IT'S GOT TO BE MORE THAN A
21 BELIEVE. IT'S GOT TO BE A JUDGMENT. A BELIEF IS
22 SIMPLY AN OPINION. IT'S GOT TO BE A JUDGMENT BASED
23 ON FACT. OTHERWISE, THERE IS NO CAUSE. THAT'S WHAT
24 CAUSE MEANS. IF YOU WANT TO FIRE ME FOR CAUSE,
25 THERE HAVE TO BE PARTICULAR CONCRETE CAUSES YOU

1 POINT TO. I AM ASKING YOU TO MOVE TOWARD THOSE
2 PARTICULAR CONCRETE POINTS OUT OF THE GENERAL
3 ABSTRACT STATEMENT YOU MADE. SO FAR, YOU HAVE
4 REFUSED TO DO IT, AS FAR AS I CAN SEE, TO NO END.

5 BY DR. NORMAN:

6 I HAVEN'T REFUSED TO DO IT. IT'S JUST YOU'VE
7 BEEN TALKING THE WHOLE TIME.

8 BY DR. CRENSHAW:

9 WHAT?

10 BY DR. NORMAN:

11 IT'S JUST YOU'VE BEEN TALKING THE WHOLE TIME.
12 EVERY TIME I START ---

13 BY DR. CRENSHAW:

14 OH, SO, I'VE NOT - I'VE NOT ASKED YOU A
15 QUESTION. SO, YOU'RE SAYING THIS TAPE WILL SHOW
16 THAT I DIDN'T ASK YOU A QUESTION AND YOU DIDN'T
17 RESPOND OR - AND YOU DIDN'T RESPOND BY SIMPLY
18 REPEATING THE PHRASE YOU SAID BEFORE OR YOU DIDN'T
19 RESPOND WITH A NON SEQUITUR SUCH AS YOU COULD STAND
20 UP AND SAY - IN OTHER WORDS, YOU'RE ARGUING NOW AND
21 THE TAPE WILL DISPROVE THAT, THAT I LITERALLY
22 HAVEN'T GIVEN YOU TIME TO ANSWER. AND I'VE ASKED
23 YOU QUESTIONS WHICH YOU'VE REFUSED TO ANSWER AND
24 THAT'S WHY I TAPED THIS CONVERSATION.

25 BY DR. NORMAN:

1 OKAY. WHAT QUESTION HAVE I ---

2 BY DR. CRENSHAW:

3 THE QUESTION IS WHAT PARTICULAR POLICIES AND
4 PROCEDURES HAVE I SHOWN DISDAIN FOR? I'VE ASKED YOU
5 THAT SEVERAL TIMES.

6 BY DR. NORMAN:

7 I THINK THE PRIOR QUESTION TO THAT, RIGHT, WAS
8 WHAT YOU SHOULD APOLOGIZE FOR ---

9 BY DR. CRENSHAW:

10 WELL, IT'S THE SAME THING. DON'T YOU SEE
11 THAT'S THE SAME QUESTION ASKED IN A DIFFERENT WAY?
12 IN OTHER WORDS, WHAT HAVE I DONE WRONG?

13 BY DR. NORMAN:

14 OKAY.

15 BY DR. CRENSHAW:

16 THAT QUESTION IS ASKING THE SAME THING. WHAT
17 DID I DO WRONG SPECIFICALLY THAT I NEED TO APOLOGIZE
18 FOR, EXACTLY.

19 BY DR. NORMAN:

20 OKAY. YOU'VE OFFENDED YOUR COLLEAGUES.

21 BY DR. CRENSHAW:

22 SHOW ME. HOW? HOW HAVE I OFFENDED MY
23 COLLEAGUES? BY DOING - BY SHOWING DISDAIN FOR
24 POLICY?

25 BY DR. NORMAN:

1 WELL, LET ME GIVE YOU ANOTHER WAY THAT WE COULD
2 DO THIS.

3 BY DR. CRENSHAW:

4 THERE DOESN'T HAVE TO BE ANOTHER WAY. ALL
5 YOU'VE GOT TO DO IS GIVE ME THE EXAMPLE.

6 BY DR. NORMAN:

7 LET ME GIVE YOU A SIMPLER WAY.

8 BY DR. CRENSHAW:

9 THERE'S NOTHING SIMPLER THAN GIVING AN EXAMPLE.
10 OH, I'M DOCUMENTING ALL THIS. THIS IS GREAT. KEEP
11 GOING.

12 BY DR. NORMAN:

13 WHAT I HAD IN MIND WAS THAT YOU MAKE AN APOLOGY
14 TO THE ---

15 BY DR. CRENSHAW:

16 FOR WHAT? FOR WHAT?

17 BY DR. NORMAN:

18 CAN YOU JUST LET ME FINISH MY ---

19 BY DR. CRENSHAW:

20 WELL, NO, YOU'VE GOT TO - SURE, FINISH. SORRY.
21 I'M SORRY.

22 BY DR. NORMAN:

23 OKAY. I MEAN, I CAN FILL THAT IN IF YOU REALLY
24 WANT ME TO ANSWER THAT QUESTION ---

25 BY DR. CRENSHAW:

1 NO, NO, NO. THAT'S ALL RIGHT. GO AHEAD.

2 BY DR. NORMAN:

3 --- BEFORE I FINISH MY SENTENCE.

4 BY DR. CRENSHAW:

5 NO.

6 BY DR. NORMAN:

7 OKAY. I'D LIKE FOR YOU TO APOLOGIZE TO THE
8 FACULTY AND THAT YOU WOULD OFFER, YOU KNOW, AN
9 APOLOGY THAT WOULD RESULT IN A MOTION BEING PASSED
10 BY TWO-THIRDS MAJORITY ACCEPTING YOUR APOLOGY.

11 BY DR. CRENSHAW:

12 AND WHAT WOULD THEY BE ACCEPTING MY APOLOGY
13 FOR?

14 BY DR. NORMAN:

15 WHATEVER YOU OFFENDED FACULTY. I'M GOING TO
16 MAKE THAT A BLANKET STATEMENT. THAT IS A BLANKET
17 STATEMENT. DO YOU NEED SOME WATER?

18 BY DR. CRENSHAW:

19 WELL, ACTUALLY, I WOULD LIKE A GLASS OF WATER,
20 IF YOU DON'T MIND.

21 BY DR. NORMAN:

22 YEAH, I'LL GET YOU ONE.

23 BY DR. CRENSHAW:

24 YEAH, LET ME ASK YOU JUST HERE JUST AS AN -
25 THANK YOU VERY MUCH - AS AN OFFSET. WHERE DOES

1 CHRISTIAN FORGIVENESS COME IN IF THEY'VE GOT TO VOTE
2 TWO-THIRDS ON AN APOLOGY?

3 BY DR. NORMAN:

4 I JUST WANT TO SEE THAT THEY HAVE, IN FACT,
5 FORGIVEN YOU.

6 BY DR. CRENSHAW:

7 NOW, I - I WOULD REPEAT. I WILL APOLOGIZE WHEN
8 YOU SHOW ME SOMETHING THAT I'VE ACTUALLY DONE THAT
9 OFFENDED THE ENTIRE FACULTY SO MUCH THAT THEY HAVE
10 TO HAVE A BLANKET APOLOGY. NOW, SO, THE QUESTION
11 REMAINS. WHAT HAVE I DONE THAT I'M APOLOGIZING FOR?
12 IT'S NOT JUST A - NO ONE MAKES A BLANKET APOLOGY
13 LIKE THAT. EVERY ONE OF US COULD STAND UP AND DO
14 THAT. YOU CERTAINLY COULD DO THAT.

15 BY DR. NORMAN:

16 WHAT I'M DOING IS I'M LEAVING THE OPTION OPEN
17 THAT I'M WRONG. I MAY BE WRONG.

18 BY DR. CRENSHAW:

19 WRONG ABOUT WHAT?

20 BY DR. NORMAN:

21 IT MAY BE THAT YOU HAVEN'T ACTUALLY OFFENDED
22 THE FACULTY NEARLY AS BAD AS I THINK YOU HAVE, IN
23 WHICH CASE ALL YOU HAVE TO DO IS SAY, YOU KNOW WHAT,
24 DR. NORMAN THINKS I'VE OFFENDED YOU. IF I HAVE, I
25 APOLOGIZE. HE'S ASKED THAT YOU MAKE A MOTION TO

1 ACCEPT MY APOLOGY. AND IF YOU HAVEN'T OFFENDED
2 THEM, THEN THEY WILL SAY, OH, WHAT A - WHAT A CRAZY
3 EVIL DICTATOR IS THAT DR. NORMAN. YOU WERE RIGHT
4 ALL ALONG, YOU KNOW. AND THEY'LL SAY, YES, WE'LL
5 NOT ONLY DO A TWO-THIRDS MAJORITY. WE'LL DO
6 UNANIMOUS. WE ACCEPT YOUR APOLOGY. YOU ARE OUR
7 FRIEND. YOU'RE OUR COLLEAGUE.

8 BY DR. CRENSHAW:

9 YOU'VE GOT NOTHING. YOU'VE GOT NOTHING. THIS
10 IS ALL BLUFF. YOU'VE GOT NOTHING. YOU DON'T HAVE
11 ANYTHING TO CHARGE ME WITH.

12 BY DR. NORMAN:

13 I'M NOT CHARGING YOU. I'M ---

14 BY DR. CRENSHAW:

15 YES, YOU ARE. NO, YOU CANNOT - YOU ARE. LOOK,
16 THIS - YOU DON'T THINK THIS IS A CHARGE? YOU DON'T
17 THINK ---

18 BY DR. NORMAN:

19 NO, I AM CHARGING YOU WITH - I AM CHARGING YOU
20 WITH A CONSIDERABLE LACK OF CIVILITY ---

21 BY DR. CRENSHAW:

22 AND WHERE?

23 BY DR. NORMAN:

24 RIGHT NOW.

25 BY DR. CRENSHAW:

1 THIS IS NOT CIVIL? YOU MEAN, SHOULD - WHAT IS
2 IT? YOU DON'T LIKE MY TONE OR YOU DON'T LIKE THE
3 FACT THAT I'M ASKING YOU QUESTIONS? I CAN CHANGE MY
4 TONE. I'M NOT YELLING. I'M NOT JUMPING UP AND DOWN
5 ON THE DESK. AM I UNCIVIL TO YOU BECAUSE I'M NOT
6 CALLING YOU SIR OR DEFERRING TO YOU? HOW AM I NOT
7 BEING CIVIL NOW? I'M ASKING YOU QUESTIONS THAT
8 YOU'RE REFUSING TO ANSWER. HOW IS THAT NOT CIVIL?
9 IS IT THAT YOU DON'T LIKE YOUR AUTHORITY CHALLENGED?
10 WHERE IS THE INCIVILITY?

11 BY DR. NORMAN:

12 YOU'RE - AND MAYBE YOU DON'T REALIZE THIS, BUT
13 YOU DO HAVE A FAIRLY ABRASIVE STYLE.

14 BY DR. CRENSHAW:

15 SO, IT'S - SO, WE'RE GOING TO GO TO COURT
16 BECAUSE YOU DON'T LIKE MY STYLE.

17 BY DR. NORMAN:

18 I THINK THAT IF WE GO - I MEAN, I HAVEN'T
19 MENTIONED GOING TO COURT.

20 BY DR. CRENSHAW:

21 NO, I'M MENTIONING GOING TO COURT. YOU'RE
22 OBVIOUSLY NOT GOING TO MENTION GOING TO COURT.
23 THAT'S NOT SOMETHING YOU WANT. I AM MENTIONING
24 GOING TO COURT BECAUSE I'M NOT SATISFIED WITH WHAT
25 YOU'RE DOING HERE.

1 BY DR. NORMAN:

2 OKAY.

3 BY DR. CRENSHAW:

4 NOW, I MEAN, IF YOU CAN'T EVEN ANSWER THE -
5 AGAIN, IT'S SO CLEAR AND OBVIOUS. IF YOU CAN'T
6 ANSWER - HERE - THE ONLY THING, THE ONLY CONCRETE
7 THING YOU HAVE SAID SO FAR IS THAT YOU DON'T LIKE MY
8 STYLE, WHICH IS ASTOUNDING. YOU HAVE MADE
9 ALLEGATIONS, OTHER ALLEGATIONS ---

10 BY DR. NORMAN:

11 THAT'S ACTUALLY NOT TRUE, JUST FOR THE RECORD.

12 BY DR. CRENSHAW:

13 NO, NO, I BEG YOUR PARDON.

14 BY DR. NORMAN:

15 JUST FOR THE RECORD, THAT'S NOT TRUE.

16 BY DR. CRENSHAW:

17 LET ME SHOW YOU ON THE RECORD HOW IT IS TRUE.
18 YOU HAVE MADE GENERAL ALLEGATIONS. I MEAN, WHEN YOU
19 SAY YOU DON'T LIKE MY STYLE NOW, YOU'RE TALKING
20 ABOUT THE WAY I'M TALKING. NOW, THAT'S CONCRETE.
21 YOU HAVE NOT MADE ANY OTHER CONCRETE SUPPORT FOR THE
22 ALLEGATIONS YOU'VE MADE IN THIS. YOU'VE MADE
23 GENERAL SWEEPING ALLEGATIONS WITHOUT ANY CONCRETE
24 SUPPORT WHEN I HAVE BEEN ASKING FOR THE LAST 20 OR
25 30 MINUTES FOR THAT CONCRETE SUPPORT. YOU HAVE BEEN

1 UNABLE OR UNWILLING TO GIVE IT. WHEN YOU SAY THE
2 KIND OF THING LIKE I CAN STAND UP AND SAY THIS
3 TOWARDS - THE EASIEST WAY TO MAKE AN APOLOGY ---

4 BY DR. NORMAN:

5 SO, THE WAY OUR POLICY WORKS IS WE START WITH

6 ---

7 BY DR. CRENSHAW:

8 SEE, YOU'RE JUST RETREATING INTO THE MECHANICS
9 AGAIN. YOU'RE NOT ANSWERING MY QUESTION.

10 BY DR. NORMAN:

11 NO, WHAT I'M DOING IS I'M FOLLOWING POLICY.

12 BY DR. CRENSHAW:

13 NO, YOU'RE NOT. YOU THINK YOU'RE FOLLOWING
14 POLICY AND WHAT YOU'RE ACTUALLY DOING IS AVOIDING
15 THE SPECIFIC QUESTION THAT'S PART OF THE POLICY.

16 BY DR. NORMAN:

17 SHOW ME YOUR EVIDENCE.

18 BY DR. CRENSHAW:

19 YOU HAVE MADE - SHOW ME YOUR EVIDENCE. ALL
20 RIGHT.

21 BY DR. NORMAN:

22 YOU JUST MADE AN ACCUSATION AGAINST ME. SHOW
23 ME YOUR EVIDENCE.

24 BY DR. CRENSHAW:

25 ALL RIGHT. I'LL SHOW YOU THE EVIDENCE. YOU

1 SAY HERE - WHAT YOU'RE DOING IS YOU'RE JUST
2 REPEATING THIS AND I HAVE ---

3 BY DR. NORMAN:

4 HOW IS THIS NOT FOLLOWING POLICY?

5 BY DR. CRENSHAW:

6 YOU'RE MAKING ALLEGATIONS THAT YOU'RE NOT
7 WILLING TO SUPPORT. THAT IS - THAT IS A VIOLATION
8 OF POLICY BECAUSE YOU CAN'T SUPPORT THEM.

9 BY DR. NORMAN:

10 SHOW ME THE FACT.

11 BY DR. CRENSHAW:

12 YOU SHOW - OH, TONE, NICE. COME ON. COME ON,
13 DAVID. I KNOW YOU CAN LIFT YOUR TEMPER. I'VE
14 HEARD. OH, YOU'VE GOT A CAMERA. THERE'S - THAT'S
15 SO YOU WON'T LOSE YOUR TEMPER IN FRONT OF PEOPLE
16 ANYMORE. I KNOW YOU CAN BLOW UP. LET'S SEE IF I
17 CAN GET YOU TO BLOW UP.

18 BY DR. NORMAN:

19 SO, THAT'S AN ACCUSATION.

20 BY DR. CRENSHAW:

21 OH, YES, IT IS. AND IT'S A RUMOR. IT'S A
22 RUMOR. I CAN'T VERIFY IT, BUT YOU DO HAVE THOSE
23 CAMERAS UP THERE WITHOUT SOUND, INTERESTINGLY
24 ENOUGH. SO, BLOW UP AT ME, DAVID. COME ON.

25 BY DR. NORMAN:

1 DO YOU REALLY THINK THIS IS CIVILITY? DO YOU
2 THINK YOU'RE DEMONSTRATING CIVILITY TO ME RIGHT NOW?

3 BY DR. CRENSHAW:

4 SEE, DAVID, YOU'RE TRYING TO GET ME FIRED.
5 WHAT KIND OF CIVILITY DO YOU WANT? DO YOU WANT
6 SOMEBODY TO CRAWL? DO YOU WANT SOMEBODY TO
7 GENUFLECT? WHAT DO YOU WANT? WHAT DO YOU EXPECT
8 WHEN YOU CALL SOMEBODY IN AND YOU SAY WE'RE GOING TO
9 FIRE YOU FOR CAUSE AND THEN YOU WON'T SAY WHAT THE
10 CAUSE IS, SPECIFICALLY? I MEAN, I DON'T KNOW WHAT
11 YOU EXPECT.

12 BY DR. NORMAN:

13 YOU CAN MAKE ALL THIS GO AWAY.

14 BY DR. CRENSHAW:

15 BY DOING WHAT?

16 BY DR. NORMAN:

17 APOLOGIZING.

18 BY DR. CRENSHAW:

19 THAT'S EXTORTION.

20 BY DR. NORMAN:

21 YOUR PRIDE WON'T YOU LET YOU DO THAT, WILL IT?

22 BY DR. CRENSHAW:

23 HUH?

24 BY DR. NORMAN:

25 YOUR PRIDE WON'T LET YOU DO THAT, WILL IT?

1 BY DR. CRENSHAW:

2 IT'S NOT MY PRIDE. IT'S MY SENSE OF JUSTICE.
3 IT'S MY SENSE OF FAIR PLAY. OH, I HAVE HUMBLLED
4 MYSELF LOTS OF TIMES. WHEN I'M WRONG, I SAY I'M
5 WRONG. I HAVE NO PROBLEM DOING THAT.

6 BY DR. NORMAN:

7 AND YOU ACTUALLY HAVEN'T DONE ANYTHING WRONG IN
8 THIS CASE?

9 BY DR. CRENSHAW:

10 YOU HAVEN'T ACCUSED ME OF ANYTHING WRONG. IF
11 WHEN YOU SHOW ME THE SPECIFICS, THEN WE CAN TALK
12 ABOUT IT. RIGHT NOW, YOU'VE MADE GENERAL
13 STATEMENTS.

14 BY DR. NORMAN:

15 AND UNTIL I PROVE THAT YOU'VE DONE SOMETHING
16 WRONG, YOU'RE NOT GOING TO ADMIT IT.

17 BY DR. CRENSHAW:

18 YOU CANNOT FIRE ME UNTIL YOU CAN PROVE THAT
19 I'VE DONE SOMETHING WRONG.

20 BY DR. NORMAN:

21 THAT'S TRUE. AND I CAN. I CAN PROVE THAT.

22 BY DR. CRENSHAW:

23 WELL, THEN, GIVE ME AN EXAMPLE OF WHAT I'VE
24 DONE WRONG.

25 BY DR. NORMAN:

1 I'M GIVING YOU AN OPPORTUNITY ---

2 BY DR. CRENSHAW:

3 NO, YOU'RE ---

4 BY DR. NORMAN:

5 --- TO MAKE THINGS RIGHT BEFORE I PROVE THE
6 THINGS THAT YOU'VE DONE WRONG.

7 BY DR. CRENSHAW:

8 WHAT THINGS? SEE, THINGS IS A WORD THAT REFERS
9 TO CONCRETE DETAILS. WHAT THINGS ARE YOU TALKING
10 ABOUT?

11 BY DR. NORMAN:

12 ARE YOU WANTING TO ABANDON OUR ATTEMPTS TO
13 MEDIATE THIS ---

14 BY DR. CRENSHAW:

15 I DIDN'T SAY THAT. I'M TRYING TO GET YOU TO
16 HAVE A - YOU SAID YOU WANTED A CONVERSATION AND
17 YOU'RE UNWILLING TO PARTICIPATE IN THE CONVERSATION.
18 YOU WILL NOT GIVE ME THE DETAILS WHICH I DESERVE AS
19 AN EMPLOYEE WHOSE JOB IS BEING THREATENED. AND IF
20 YOU DON'T THINK THAT'S IN VIOLATION OF THE INTENT OF
21 THE POLICY, YOU'RE VERY WRONG. THE - WHAT PART OF
22 THE POLICY IS TO GUARANTEE NOT ONLY YOU THE POWERS
23 TO DO THIS, BUT ME THE RIGHT TO DEFEND MYSELF. AND
24 I CAN'T DEFEND MYSELF IF YOU WON'T TELL ME WHAT I'M
25 ACCUSED OF.

1 BY DR. NORMAN:
2 AT THIS STAGE IN THE PROCESS ---
3 BY DR. CRENSHAW:
4 YOU'RE ---
5 BY DR. NORMAN:
6 --- THIS IS NOT ABOUT ---
7 BY DR. CRENSHAW:
8 I BEG YOUR PARDON, DAVID. I'M ---
9 BY DR. NORMAN:
10 --- ACCUSATIONS ---
11 BY DR. CRENSHAW:
12 SORRY TO INTERRUPT ---
13 BY DR. NORMAN:
14 --- AND YOU DEFENDING YOURSELF.
15 BY DR. CRENSHAW:
16 IT IS. THAT'S THE WHOLE POINT IS I CAN'T. AND
17 YOU'RE ASKING ME TO APOLOGIZE FOR THESE ACCUSATIONS.
18 SO, YOU'RE QUITE WRONG. THIS IS EXACTLY WHAT IT'S
19 ABOUT.
20 BY DR. NORMAN:
21 SO, YOU REFUSE TO APOLOGIZE?
22 BY DR. CRENSHAW:
23 NO, I DIDN'T SAY THAT. I SAID ---
24 BY DR. NORMAN:
25 OKAY.

1 BY DR. CRENSHAW:

2 YOU'VE GIVEN ME NOTHING TO APOLOGIZE FOR.

3 BY DR. NORMAN:

4 OKAY. SO, THERE ARE THREE LEVELS OF APOLOGY
5 THAT I REQUIRE. FIRST IS TO THE AGGRIEVED PARTIES.
6 I THINK YOU KNOW WHAT THAT MEANS.

7 BY DR. CRENSHAW:

8 NO. I KNOW WHO YOU MEAN, BUT SINCE THEIR
9 ACCUSATION WAS TOTALLY WITHOUT MERIT AND WILL BE SO
10 DEMONSTRATED IF WE DO GO TO COURT, YOU NEED TO BE
11 MORE SPECIFIC THERE, ALSO.

12 BY DR. NORMAN:

13 OKAY.

14 BY DR. CRENSHAW:

15 IN OTHER WORDS, WE NEED TO DO A POINT BY POINT
16 ANALYSIS WITH WITNESSES OF WHAT THEIR ACCUSATION
17 WAS. THAT HAS NOT YET BEEN DONE. I CAN REFUTE
18 EVERY SINGLE ACCUSATION THEY MAKE AND I CAN REFUTE
19 IT FACTUALLY.

20 BY DR. NORMAN:

21 OKAY. SO, YOU REFUSE TO APOLOGIZE ---

22 BY DR. CRENSHAW:

23 I DIDN'T SAY THAT.

24 BY DR. NORMAN:

25 OKAY.

1 BY DR. CRENSHAW:

2 I SAID YOU HAVEN'T TOLD ME - YOU - YOU'RE
3 TRYING TO - YOU'RE TRYING TO MANIPULATE - SEE, WHAT
4 YOU'RE TRYING TO DO NOW, YOU SAY YOU'RE FOLLOWING
5 THE PROCESS. WHAT YOU'RE REALLY TRYING TO DO IS
6 MANIPULATE THE PROCESS TO YOUR ADVANTAGE, AND I'M
7 TRYING TO PROTECT MY RIGHTS IN THIS AND YOU DON'T
8 LIKE THAT.

9 BY DR. NORMAN:

10 THAT'S AN INTERESTING ACCUSATION, BUT WE'RE NOT
11 REALLY HERE TO TALK ABOUT THAT.

12 BY DR. CRENSHAW:

13 WE'RE HERE TO TALK ABOUT WHATEVER IS CONTINGENT
14 ON YOUR ACCUSATIONS. I DON'T KNOW HOW YOU THINK YOU
15 GET TO DEFINE THAT ONLY WHAT YOU DICTATE IS - THE
16 POLICY MANUAL DOESN'T SAY YOU GET TO DICTATE THE
17 ISSUE HERE OR DICTATE THE PROCEDURE. IN FACT, IF I
18 ASK FOR CLARIFICATION ON THIS, YOU'RE OBLIGATED TO
19 GIVE ME THE CLARIFICATION. IF YOU DON'T, WHEN WE
20 KICK IT UP TO A HIGHER LEVEL, THAT WILL BE NOTED AND
21 BE IMPORTANT. NOW, YOU CAN CHOOSE TO DO THAT. I'M
22 NOT THE ONE OBSTRUCTING HERE. YOU ARE. I'M ASKING
23 QUESTIONS THAT YOU'RE REFUSING TO ANSWER, AND THESE
24 ARE NOT OUTRAGEOUS QUESTIONS. THESE ARE BASIC
25 FUNDAMENTAL QUESTIONS THAT ANY POLICY MANUAL WILL

50

1 PROTECT. YOU ARE TRYING - TELLING ME TO APOLOGIZE A
2 GENERAL BLANKET APOLOGY. I DON'T KNOW WHO YOU'VE
3 BEEN TALKING TO. YOU'VE GOT BAD ADVISORS. THIS IS
4 JUST SILLY. WHAT'S THE THIRD LEVEL?

5 BY DR. NORMAN:

6 OKAY. THE THIRD LEVEL IS TO THE ERSKINE
7 COMMUNITY.

8 BY DR. CRENSHAW:

9 AND THAT INCLUDES?

10 BY DR. NORMAN:

11 THE PEOPLE - THE PEOPLE THAT READ YOUR BLOGS,
12 THAT SORT OF THING.

13 BY DR. CRENSHAW:

14 AND WHAT AM I TO APOLOGIZE FOR THERE?

15 BY DR. NORMAN:

16 YOU KNOW, YOU CAN BASICALLY SAY SOMETHING LIKE
17 IF I'VE SAID ANYTHING HERE THAT WOULD SOUND LIKE
18 I'VE DISPARAGED THE INSTITUTION, I APOLOGIZE. YOU
19 KNOW, IT WAS NOT MY INTENT TO DISPARAGE THE
20 INSTITUTION. AND ---

21 BY DR. CRENSHAW:

22 DISPARAGE THE INSTITUTION? IS THAT WHAT YOU
23 SAID?

24 BY DR. NORMAN:

25 YEAH.

1 BY DR. CRENSHAW:

2 I THOUGHT YOU SAID DISCOURAGE. SORRY. I HAVE
3 A SLIGHT HEARING PROBLEM.

4 BY DR. NORMAN:

5 FAIR ENOUGH. FAIR ENOUGH.

6 BY DR. CRENSHAW:

7 YEAH. I DON'T THINK I'VE SAID ANYTHING TO
8 DISPARAGE ERSKINE. I MAY HAVE SAID SOME THINGS TO
9 DISPARAGE THIS ADMINISTRATION.

10 BY DR. NORMAN:

11 OKAY.

12 BY DR. CRENSHAW:

13 BUT THEY'RE BASED ON FACT.

14 BY DR. NORMAN:

15 WELL, IF SOMEONE - IF SOMEONE READ THAT AS A
16 DISPARAGEMENT OF ERSKINE; THEN YOU CAN SAY, YOU
17 KNOW, IF - YOU CAN PUT IT ON THEM IF YOU WANT TO.

18 BY DR. CRENSHAW:

19 AND WHAT PARTICULAR THING DO YOU THINK I HAVE -
20 IS THIS JUST A MATTER OF YOU SAVING FACE? I MEAN,
21 WHAT - THERE'S NO THERE THERE. THERE'S NO - THERE
22 ARE NO SPECIFICS HERE. THIS IS AS CLOSE AS YOU'VE
23 COME TO SPECIFICS, AND EVEN HERE, YOU'RE NOT BEING
24 SPECIFIC. I MEAN, IF YOU MAKE ACCUSATIONS, YOU'VE
25 GOT TO BE SPECIFIC.

1 BY DR. NORMAN:

2 I'M HOPING THAT WE CAN GET TO THE, YOU KNOW,
3 GET THROUGH THIS BEFORE WE GET TO THE POINT OF
4 FORMAL ALLEGATIONS. BUT YOU KNOW, IF YOU ---

5 BY DR. CRENSHAW:

6 YOU CAN'T EXPECT ME TO APOLOGIZE FOR NOTHING.

7 BY DR. NORMAN:

8 RIGHT.

9 BY DR. CRENSHAW:

10 AND YOU HAVE SHOWN ME NOTHING TO APOLOGIZE FOR.

11 BY DR. NORMAN:

12 WELL, IF YOU DON'T THINK THAT YOU HAVE ANYTHING
13 TO APOLOGIZE FOR ---

14 BY DR. CRENSHAW:

15 I DON'T - I DIDN'T SAY THAT. I MAY VERY WELL.

16 WHAT I'M SAYING IS I HAVE NOT BEEN SHOWN ---

17 BY DR. NORMAN:

18 RIGHT.

19 BY DR. CRENSHAW:

20 --- ANYTHING THAT I NEED TO APOLOGIZE FOR.

21 BY DR. NORMAN:

22 AND MY HOPE IS THAT YOU'RE A SMART ENOUGH GUY
23 YOU CAN FIGURE IT OUT FOR YOURSELF.

24 BY DR. CRENSHAW:

25 I SEE THE EXTORTION INVOLVED. BUT I'M ---

1 BY DR. NORMAN:

2 EXTORTION?

3 BY DR. CRENSHAW:

4 YES. IN OTHER WORDS, YOU'RE NOT TELLING ME.
5 YOU'RE DEMANDING AN APOLOGY FOR SOMETHING IN ORDER
6 TO KEEP MY JOB. THIS IS CLEARLY EXTORTION. IN
7 ORDER TO KEEP MY JOB, I NEED TO MAKE APOLOGIES FOR
8 STUFF THAT YOU WON'T TELL ME THE DETAILS OF. THAT'S
9 EXTORTION.

10 BY DR. NORMAN:

11 APOLOGIZE FOR OFFENDING PEOPLE.

12 BY DR. CRENSHAW:

13 FOR OFFENDING PEOPLE - WHO HAVE I OFFENDED AND
14 WHERE AND BY WHAT?

15 BY DR. NORMAN:

16 YOU'VE OFFENDED THE AGGRIEVED PARTIES ---

17 BY DR. CRENSHAW:

18 NO, I BEG YOUR PARDON. THEY OFFENDED ME. THEY
19 OFFENDED ME BY FILING FALSE CHARGES. THAT IS
20 EXACTLY WRONG.

21 BY DR. NORMAN:

22 YOU HAVE A DAMAGED RELATIONSHIP WITH ---

23 BY DR. CRENSHAW:

24 I NEVER HAD ANY RELATIONSHIP WITH THEM AT ALL.
25 I NEVER SEE THEM. THEY NEVER TALK TO ME. THERE'S

1 NO EVIDENCE OF A DAMAGED RELATIONSHIP. THE ONLY
2 PERSON I'VE TALKED TO IN THAT STUFF IS GID. SIX
3 MONTHS AGO, GID TOLD ME HE WANTED THE WHOLE THING TO
4 GO AWAY, ANYWAY.

5 BY DR. NORMAN:

6 OKAY. WELL, IF YOU CAN'T - IF YOU CAN'T FIGURE
7 OUT SOMETHING TO APOLOGIZE FOR ---

8 BY DR. CRENSHAW:

9 NO, SEE, THAT WON'T WORK FOR YOU. YOU CAN'T
10 TELL ME ---

11 BY DR. NORMAN:

12 --- THEN THAT'S ---

13 BY DR. CRENSHAW:

14 --- IF I CAN'T FIGURE IT OUT. YOU HAVE TO HAVE
15 EVIDENCE AND YOU DON'T HAVE ANY EVIDENCE. DO YOU
16 NOT UNDERSTAND THE NATURE OF WHAT YOU'RE DOING?

17 BY DR. NORMAN:

18 I THINK - I THINK ONE OF US DOESN'T UNDERSTAND
19 WHAT I'M DOING.

20 BY DR. CRENSHAW:

21 I THINK YOU'RE EXACTLY RIGHT. AND I'M WILLING
22 TO CARRY THIS FURTHER AND BET ON WHO IT IS.

23 BY DR. NORMAN:

24 OKAY.

25 BY DR. CRENSHAW:

1 NOW, IF YOU CAN OFFER ME THE SPECIFICS OF THIS,
2 I'LL BE PERFECTLY WILLING TO CONTINUE TO PURSUE
3 THIS. BUT HOW, IN ALL FAIRNESS, CAN YOU ASK ME TO
4 ENGAGE IN THIS PROCESS WHEN YOU WILL NOT OFFER ME
5 ANY SPECIFICS? YOU'RE JUST SAYING YOU NEED TO MAKE
6 BLANKET APOLOGIES TO ALL THESE PEOPLE. I HAVE NO
7 PROBLEM MAKING APOLOGIES WHERE I HAVE DONE SOMETHING
8 WRONG. I DO IT ALL THE TIME.

9 BY DR. NORMAN:

10 I THINK YOU NEED TO FIGURE OUT HOW TO MAKE AN
11 APOLOGY ---

12 BY DR. CRENSHAW:

13 I DON'T NEED TO FIGURE OUT - I NEED FOR YOU TO
14 TELL ME WHAT I NEED TO APOLOGIZE FOR. I KNOW HOW TO
15 MAKE APOLOGIES. THAT'S NOT A PROBLEM. I CAN
16 APOLOGIZE, BUT I WILL - I DON'T APOLOGIZE FOR
17 NOTHING. I DON'T APOLOGIZE WHEN THERE'S NOTHING
18 THERE. WHEN YOU SHOW ME YOU REALLY SCREWED UP HERE,
19 MAN. YOU MAY NOT HAVE THOUGHT YOU DID, BUT HERE'S
20 WHAT YOU DID AND THIS IS THE IMPLICATION OF IT.
21 I'LL SAY, OH, MY GOD, I SEE THAT NOW. I'LL
22 APOLOGIZE. THAT'S WHAT YOU'RE NOT WILLING TO DO.
23 YOU'RE ASKING ME TO MAKE VAGUE GENERAL APOLOGIES ON
24 NO BASIS. ALL YOU'VE GOT TO DO IS SAY HERE, WHEN
25 YOU SAID THIS OR DID THIS, THESE PEOPLE CAME TO ME

1 AND THEY WERE OFFENDED. I'LL SAY DIDN'T MEAN FOR
2 THAT TO HAPPEN. I'LL GO TO THEM INDIVIDUALLY AND
3 APOLOGIZE.

4 BY DR. NORMAN:

5 YEAH. AND YOU KNOW, ACTUALLY, WE HAD THE
6 GRIEVANCE COMMITTEE WORK WITH YOU, A WHOLE COMMITTEE
7 OF PEOPLE WORK WITH YOU.

8 BY DR. CRENSHAW:

9 WHAT, NOW?

10 BY DR. NORMAN:

11 I HAD A WHOLE COMMITTEE OF PEOPLE WORKING WITH
12 YOU TO TRY TO HELP YOU WITH THAT.

13 BY DR. CRENSHAW:

14 NO, NO. NO, NO. NO, YOU DIDN'T.

15 BY DR. NORMAN:

16 ACTUALLY, WE HAD TWO COMMITTEES.

17 BY DR. CRENSHAW:

18 NO, YOU DIDN'T, DAVID. SEE, YOU'RE EITHER
19 MAKING ASSUMPTIONS OR YOU DON'T KNOW WHAT WENT ON IN
20 THOSE TWO COMMITTEES. THE FIRST COMMITTEE
21 RECOGNIZED THAT THESE WERE - THIS WAS A PROBLEM OF
22 ADJUDICATION. THIS IS THEIR DECISION.

23 BY DR. NORMAN:

24 NO, ACTUALLY, THE FIRST COMMITTEE WAS
25 MEDIATION.

1 BY DR. CRENSHAW:

2 THE FIRST - AND I AGREED TO MEDIATION AND THEY
3 DIDN'T. I AGREED TO MEET WITH BRAD AND MEDIATE.
4 HAVE YOU FORGOTTEN THAT? AND THEY ARE THE ONES THAT
5 DIDN'T. SO, I WAS THE VOLUNTARY - I WAS THE ONLY
6 ONE THAT WAS WILLING TO MEET WITH THE DEAN AND TALK
7 THIS OUT. SO, HOW DOES THAT FIT YOUR SCENARIO THAT
8 YOU'RE PAINTING OF ME. THEY DIDN'T DO IT. THEY
9 TOOK IT TO THE NEXT LEVEL. THEY SAID NO, WE WANT
10 THE COMMITTEE TO HEAR IT. THEN, THE COMMITTEE
11 REALIZED IMMEDIATELY WHEN I MADE MY PRESENTATION
12 THAT THIS WASN'T THEIR CHARGE. ADJUDICATION OF THIS
13 KIND OF ISSUE IS NOT WITHIN THEIR PURVIEW. SO, THEY
14 HAD TO KICK IT BACK BECAUSE THEY WERE, BY THE CHARGE
15 THEY HAD, THEY COULDN'T HEAR THIS CASE. AGAIN,
16 THAT'S NOT MY FAULT. THE WAY THE GRIEVANCE
17 COMMITTEE THING IS WRITTEN, THEY COULDN'T HEAR THE
18 CHARGE. THEN, WITHOUT CONSULTING ME, TALKING TO ME
19 INDIVIDUALLY OR ANYTHING, YOU CREATED FIVE MULTIPLE
20 CHOICE CHARGES THAT, ONE, YOU IGNORED GID'S - YOU
21 DIDN'T SUBMIT GID'S COMPLAINT TO THEM AT ALL. SO,
22 YOU SAID THAT THIS WAS A CONTINUATION OF THE
23 GRIEVANCE PROCESS, AND IN FACT, YOU DIDN'T EVEN
24 SUBMIT THE WHOLE GRIEVANCE. THEN, YOU INCLUDED OVER
25 50 PAGES OF SUPPLEMENTARY MATERIAL. YOU NEVER ASKED

1 ME TO SUBMIT SUPPLEMENTARY MATERIAL. YOU NEVER TOLD
2 ME YOU WERE GOING TO SUBMIT IT. YOU JUST CREATED
3 THIS LITTLE PILE OF SUPPLEMENTARY MATERIAL THAT YOU
4 WERE GOING TO SEND TO THE COMMITTEE WITH FIVE
5 CHARGES YOU CREATED THAT WEREN'T THE ORIGINAL
6 GRIEVANCE. THESE WERE FIVE CHARGES YOU CREATED.
7 LIKE I SAID, THE ONLY REASON I HAVEN'T GONE TO COURT
8 OVER THIS YET IS I'VE BEEN WAITING ON THE OTHER
9 SHOE. AND YOU JUST PROVIDED IT. AND NOW, I'VE GOT
10 THE OUTCOME OF THAT. SO, AND THE OTHER COMMITTEE
11 YOU CREATED - ONE, YOU CREATED IT IN A PLACE WHERE
12 IT'S SPECIOUS, THAT IS, THAT'S NOT WHAT THE
13 PARTICULAR CONTEXT OF YOUR POWER TO CREATE A
14 COMMITTEE TO FILE, HEAR GRIEVANCES. IT IS IN THE
15 CONTEXT OF SALARY DISPUTES AND THAT SORT OF THING.
16 NOT THIS. TWO, WHEN YOU PASSED THIS STUFF DOWN, YOU
17 PASSED STUFF DOWN THAT YOU HAD MADE UP THAT WAS NOT
18 PART OF THE ORIGINAL GRIEVANCE AND I THINK IT BORE
19 ALMOST NO RESEMBLANCE TO THE ORIGINAL GRIEVANCE.
20 AND THREE, YOUR COMMITTEE, WHEN THEY MET WITH ME,
21 WERE CLUELESS THAT THEY WERE SUPPOSED TO ADJUDICATE.
22 I HAVE THEM ON TAPE SAYING THAT. ONE PERSON
23 RECOGNIZED EXACTLY WHAT WAS GOING ON. SHE CALLED
24 FOR THE COMMITTEE TO RECESS AND WHEN THEY RECESSED,
25 THEY CAME BACK AND SAID WE'VE GOT TO GET BACK TO YOU

1 LATER BECAUSE WE DON'T QUITE KNOW WHAT OUR CHARGE IS
2 YET OR WE'VE GOT TO FIGURE OUT WHAT WE'RE SUPPOSED
3 TO BE DOING. THAT'S WHAT IS ON TAPE. I DIDN'T BLOW
4 UP THE COMMITTEE. THE COMMITTEE DIDN'T KNOW WHAT
5 THEY WERE SUPPOSED TO BE DOING, AND I WASN'T ABOUT
6 TO JUST ANSWER ANY QUESTION THEY COULD ASK BECAUSE
7 THAT WASN'T THEIR CHARGE. I WAS TRYING TO FOLLOW
8 THE PROCESS. SO, YOU MAKE - AGAIN, YOU'RE MAKING
9 GENERAL ACCUSATIONS AND WHEN YOU LOOK AT THE
10 PARTICULARS OF THESE GENERAL ACCUSATIONS, WHICH I
11 HAVE DOCUMENTED ON TAPE, THE PARTICULARS BELIE WHAT
12 YOU'RE SAYING. I WAS THE ONLY ONE TO VOLUNTEER FOR
13 THE MEDIATION. THEY KICKED IT UP TO THE NEXT
14 COMMITTEE. YOU KICKED IT UP TO THE NEXT ONE. YOU
15 DID. THEY SENT THE - ALL THE GRIEVANCE COMMITTEE
16 DID WAS SAY WE CAN'T LISTEN TO THIS. WE CAN'T HEAR
17 THIS. YOU MADE THE NEXT STEP, NOT ME.

18 BY DR. NORMAN:

19 OKAY. SO, I'VE PROVIDED YOU WITH TWO
20 COMMITTEES TO TRY TO HELP YOU TO UNDERSTAND.

21 BY DR. CRENSHAW:

22 NO, YOU'RE NOT - NOW YOU'RE JUST LYING. NOW,
23 YOU'RE JUST TELLING A LIE. THAT IS NOT TRUE. THE
24 FIRST COMMITTEE WAS UNABLE TO HEAR IT BECAUSE OF
25 THEIR CHARGE. SO, THAT'S NOT TRUE. THE SECOND

1 COMMITTEE DIDN'T UNDERSTAND THEIR CHARGE, SO THAT'S
2 NOT TRUE. SEE, THIS IS WHY I CAN'T DEAL WITH IT IN
3 HOUSE. I'VE GOT TO GET IT IN A COURT OF LAW WHERE
4 YOU CAN BE CROSS EXAMINED AND SWORN UNDER OATH AND
5 WHERE THEY ASK YOU SPECIFIC QUESTIONS AND YOU CAN'T
6 SCREW AROUND WITH THEM THE WAY YOU'RE SCREWING
7 AROUND WITH ME. YOU'RE NOT GOING TO GET ANYWHERE BY
8 DOING THE STONEWALL BIT WITH ME.

9 BY DR. NORMAN:

10 STONEWALL?

11 BY DR. CRENSHAW:

12 YEAH. OH, PLEASE. I LIKE THE - I LOVE THE
13 DISINGENUOUSNESS OF THAT.

14 BY DR. NORMAN:

15 I APOLOGIZE IF I'M BEING DISINGENUOUS ---

16 BY DR. CRENSHAW:

17 OH, PLEASE.

18 BY DR. NORMAN:

19 --- IN SOME WAY.

20 BY DR. CRENSHAW:

21 OH, PLEASE. THE INSINCERITY JUST IS DRIPPING.
22 COME ON, DAVID. STOP PLAYING GAMES. THIS IS ON
23 TAPE. IT'S GOING TO COME ACROSS AS WHAT IT SOUNDS
24 LIKE.

25 BY DR. NORMAN:

1 OKAY. SO, DOES THAT MEAN THAT YOU DON'T WANT
2 TO HAVE THIS CONVERSATION?

3 BY DR. CRENSHAW:

4 THAT'S NOT WHAT I'M SAYING.

5 BY DR. NORMAN:

6 OKAY.

7 BY DR. CRENSHAW:

8 WHAT I'M SAYING AGAIN, FOR THE RECORD, AND I'VE
9 SAID THIS MORE THAN ONCE, I WANT TO HAVE THIS
10 CONVERSATION, BUT YOU CAN'T KEEP IT TO THIS GENERAL
11 LEVEL. YOU CAN'T ASK ME TO APOLOGIZE WITHOUT
12 TELLING ME WHAT I'M APOLOGIZING FOR. AND IF YOU TRY
13 TO MOVE FORWARD BASED ON THAT, THEN THAT'S, AGAIN,
14 SOMETHING IN MY FAVOR. THAT IS, YOU SAID WE HAVE TO
15 MOVE TO STEP TWO BECAUSE CRENSHAW WOULDN'T
16 COOPERATE. BUT THE REASON CRENSHAW WON'T COOPERATE
17 IS BECAUSE YOU HAVEN'T GIVEN HIM ANY SUBSTANTIVE
18 INFORMATION OF WHAT HE SHOULD APOLOGIZE FOR. RIGHT
19 NOW, YOU'RE JUST DEMANDING A BLANKET - HERE'S WHAT
20 YOU'RE, IN ESSENCE, DOING. YOU'RE DEMANDING BLANKET
21 APOLOGIES OR I'LL LOSE MY JOB. BASICALLY, THAT'S
22 WHAT YOU'RE SAYING. THAT DOESN'T WORK. THAT'S NOT
23 PART OF THE POLICY MANUAL. THAT'S NOT THE REAL
24 WORLD.

25 BY DR. NORMAN:

1 WHAT I'M SAYING IS THERE'S A REAL SIMPLE WAY TO
2 TELL WHETHER OR NOT YOU CAN HAVE A RESTORED
3 RELATIONSHIP WITH - WHETHER OR NOT YOU CAN BE ---

4 BY DR. CRENSHAW:

5 YOU'RE MAKING ME AN OFFER I CAN'T REFUSE,
6 RIGHT?

7 BY DR. NORMAN:

8 THAT'S WHAT I'M TRYING TO DO.

9 BY DR. CRENSHAW:

10 YOU DON'T GET THE ALLUSION TO THAT, DO YOU?

11 BY DR. NORMAN:

12 NO, I DON'T.

13 BY DR. CRENSHAW:

14 GODFATHER. WHEN YOU MAKE SOMEBODY AN OFFER YOU
15 CAN'T REFUSE, YOU THREATEN THEM WITH THEIR LIVES OR
16 THEIR LIVELIHOOD. SO, YES, EXACTLY RIGHT. YEAH, I
17 AGREE WITH YOU. YOU'RE MAKING ME AN OFFER I CAN'T
18 REFUSE. THE GUY WHO GOT THE OFFER - THE OFFER IN
19 THE GODFATHER WAS THE HORSE'S HEAD, THIS PRIZE HORSE
20 HE FOUND IN BED WITH HIM THE NEXT MORNING. THAT'S
21 WHAT YOU'RE DOING. THIS IS MAFIOSA STUFF.

22 BY DR. NORMAN:

23 I DON'T THINK ANYBODY'S LIFE IS IN JEOPARDY.

24 I'M ---

25 BY DR. CRENSHAW:

1 NO, MY LIVELIHOOD IS IN JEOPARDY. DON'T BE
2 SILLY. DON'T YOU KNOW WHAT AN ANALOGY IS. YOU
3 TRIED TO MAKE AN ANALOGY WITH A CHAIR AND NOW YOU
4 CAN'T GET THIS OBVIOUS ANALOGY. PLEASE.

5 BY DR. NORMAN:

6 OKAY. SO, WHAT I'VE - WHAT I WOULD REQUIRE IS
7 SOME APOLOGIES FROM YOU ---

8 BY DR. CRENSHAW:

9 FOR WHAT?

10 BY DR. NORMAN:

11 WELL, YOU KNOW, THIS IS A NICE SIMPLE WAY OF
12 TELLING WHETHER OR NOT YOU'VE OFFENDED THEM. I
13 THINK - I THINK THAT YOU HAVE ---

14 BY DR. CRENSHAW:

15 WELL, LOOK, IF YOU DON'T KNOW I'VE OFFENDED
16 THEM, THEN WHAT THE HECK ARE YOU HAVING ME APOLOGIZE
17 FOR? YOU'RE SAYING - YOU WANT ME TO APOLOGIZE AS A
18 TEST CASE TO SEE IF I'VE OFFENDED THEM. SO, YOU
19 REALLY DON'T HAVE A LEGITIMATE ACCUSATION BECAUSE
20 YOU'RE SAYING I NEED TO APOLOGIZE FOR STUFF, BUT THE
21 ---

22 BY DR. NORMAN:

23 NO, WHAT I ---

24 BY DR. CRENSHAW:

25 --- AREA I HAVE TO APOLOGIZE TO SEE IF I'VE

1 OFFENDED THEM ---

2 BY DR. NORMAN:

3 WHAT I'M TRYING TO ---

4 BY DR. CRENSHAW:

5 WAIT A MINUTE, WAIT A MINUTE, WAIT A MINUTE.

6 LET ME FINISH THE SENTENCE BECAUSE I WANT THIS ON
7 TAPE.

8 BY DR. NORMAN:

9 OKAY.

10 BY DR. CRENSHAW:

11 YOU'RE SAYING THAT YOU'RE GOING TO USE MY ACT
12 OF APOLOGY FOR OFFENDING THEM TO DISCOVER WHETHER I
13 ACTUALLY OFFENDED THEM. AM I PARAPHRASING THAT
14 CORRECTLY?

15 BY DR. NORMAN:

16 ROUGHLY, YEAH.

17 BY DR. CRENSHAW:

18 THANK YOU.

19 BY DR. NORMAN:

20 SO, THE IDEA IS WE'RE TRYING TO RESOLVE THE
21 ISSUE ---

22 BY DR. CRENSHAW:

23 WHAT ISSUE?

24 BY DR. NORMAN:

25 --- WITHOUT GETTING ALL THE WAY DOWN ---

1 BY DR. CRENSHAW:

2 HOW CAN YOU ---

3 BY DR. NORMAN:

4 --- INTO THE DETAILS OF ---

5 BY DR. CRENSHAW:

6 WELL, YOU WON'T NAME THE ISSUE.

7 BY DR. NORMAN:

8 --- THE ---

9 BY DR. CRENSHAW:

10 I'M SORRY. BUT YOU WON'T NAME THE ISSUE. YOU

11 JUST SAID THE ISSUE WILL BE DISCOVERED BY THE

12 APOLOGY ITSELF.

13 BY DR. NORMAN:

14 NO. NO, THAT'S NOT WHAT ---

15 BY DR. CRENSHAW:

16 THIS DOESN'T MAKE ANY SENSE.

17 BY DR. NORMAN:

18 --- I SAID.

19 BY DR. CRENSHAW:

20 WELL, THEN, WHAT'S THE ISSUE?

21 BY DR. NORMAN:

22 THE ISSUE IS THAT YOU HAVE - YOU HAVE BROKEN
23 YOUR RELATIONSHIPS WITH YOUR, WITH THESE AGGRIEVED
24 PARTIES, THE FACULTY IN GENERAL, AND THE ERSKINE
25 COMMUNITY AT LARGE ---

1 BY DR. CRENSHAW:

2 OKAY. BUT YOU'VE JUST SAID - YOU'VE JUST SAID
3 - NOW, THINK ABOUT THIS, BECAUSE YOU JUST SAID ---

4 BY DR. NORMAN:

5 THE BIGGEST PROBLEM ---

6 BY DR. CRENSHAW:

7 --- THAT'S THE ISSUE.

8 BY DR. NORMAN:

9 DO YOU KNOW WHAT THE BIGGEST PROBLEM IS, TO PUT
10 IT, YOU KNOW, IN THIS BROADEST CONTEXT, IS THAT YOU
11 HAVE ENGAGED IN BEHAVIOR WHICH HAS SEVERELY
12 INHIBITED YOUR ABILITY TO FULFILL YOUR INSTITUTIONAL
13 RESPONSIBILITIES.

14 BY DR. CRENSHAW:

15 WHAT PARTICULAR THING HAVE I DONE AND WHAT
16 PARTICULAR INSTITUTIONAL RESPONSIBILITY CAN I NOT
17 FULFILL?

18 BY DR. NORMAN:

19 THERE'S A LOT OF - A LOT OF THINGS, NOT ---

20 BY DR. CRENSHAW:

21 WELL, GIVE ME - I'M ASKING FOR ONE.

22 BY DR. NORMAN:

23 ONE IS ANTI-COLLEGIAL BEHAVIOR.

24 BY DR. CRENSHAW:

25 BUT YOU SAID I WON'T KNOW IF IT'S ANTI-

1 COLLEGIAL - ANYWAY, YOU HAVE NO EVIDENCE FOR THAT.
2 YOU WON'T KNOW IF IT'S ANTI-COLLEGIAL UNTIL WE MAKE
3 MY APOLOGY. CAN YOU NOT SEE THE CIRCLE YOU'RE IN?

4 BY DR. NORMAN:

5 AND WHAT I'M TRYING TO DO IS I'M TRYING TO
6 RESOLVE THIS ISSUE ---

7 BY DR. CRENSHAW:

8 KEEP TALKING.

9 BY DR. NORMAN:

10 --- AT THE LEVEL OF A PERSONAL RELATIONSHIP
11 RATHER THAN GOING INTO FULL ORBED ACCUSATIONS,
12 BECAUSE I BELIEVE THAT'S WHAT THE POLICY CALLS FOR.

13 BY DR. CRENSHAW:

14 YOU'RE GOING TO GET SO SCREWED OVER.

15 BY DR. NORMAN:

16 OKAY. I LOOK FORWARD TO IT.

17 BY DR. CRENSHAW:

18 YOU WON'T. BECAUSE WHAT YOU'RE SAYING, JUST IN
19 A CIRCLE, JUST REPEAT FOR THE - YOU'RE ACCUSING THE
20 UNCOLLEGIALITY WHICH WE WON'T KNOW THAT HAS ACTUALLY
21 OCCURRED UNTIL WE SEE HOW THEY RESPOND TO MY
22 APOLOGY.

23 BY DR. NORMAN:

24 NO, THAT'S NOT WHAT I ---

25 BY DR. CRENSHAW:

1 THAT'S WHAT YOU DID SAY. I'M SORRY. YOU SAID
2 THAT ALREADY. YOU SAID WE WILL KNOW WHETHER YOU
3 OFFENDED PEOPLE WHEN YOU APOLOGIZE.

4 BY DR. NORMAN:

5 WELL, GO BACK AND LISTEN TO THE TAPE. I THINK
6 WHAT YOU WILL HEAR ---

7 BY DR. CRENSHAW:

8 OH, I'M GOING TO RECORD THE TAPE. I WILL
9 LISTEN TO THE TAPE. MY LAWYER WILL HEAR THE TAPE.
10 YOU BETTER BELIEVE IT ON TAPE, I'LL PLAY THIS AGAIN.

11 BY DR. NORMAN:

12 WELL, AND I'M HEARING VERY LOUD AND CLEAR YOUR
13 ATTEMPT TO THREATEN ME.

14 BY DR. CRENSHAW:

15 NO, I'M NOT THREATENING YOU. I'VE TOLD YOU
16 THAT I WANT THIS - IF THIS IS CLARIFIED, WE DON'T
17 HAVE TO GO TO COURT. BUT ---

18 BY DR. NORMAN:

19 DO YOU THINK WE'RE PARTICIPATING IN CIVIL
20 DIALOGUE RIGHT NOW? LIKE, IS THAT WHAT YOU'RE
21 TRYING TO DO, WHEN YOU'RE TALKING ABOUT COURT AND
22 STUFF? ARE YOU REALLY TRYING TO HAVE A CIVIL
23 DISCUSSION?

24 BY DR. CRENSHAW:

25 ARE YOU? YOU'RE WITHHOLDING INFORMATION FROM

1 ME AND YOU JUST KEEP REPEATING STUFF AND BROWBEATING
2 ME. YOU'RE THE ONE THREATENING ME WITH MY JOB. IS
3 THAT CIVIL?

4 BY DR. NORMAN:

5 WHAT I'M TRYING TO DO IS HELP YOU FIND A WAY TO
6 KEEP YOUR JOB.

7 BY DR. CRENSHAW:

8 NO. AND BY THAT; YOU MEAN I NEED TO APOLOGIZE
9 FOR STUFF THAT YOU SAY WON'T BE REVEALED UNTIL AFTER
10 I APOLOGIZE.

11 BY DR. NORMAN:

12 WHAT I'M SAYING IS THAT YOU HAVE - YOU HAVE
13 ENGAGED IN PERSONAL CONDUCT WHICH HAS SUBSTANTIALLY
14 IMPAIRED YOUR FULFILLMENT OF YOUR INSTITUTIONAL
15 RESPONSIBILITIES ---

16 BY DR. CRENSHAW:

17 ALL RIGHT. STOP RIGHT THERE.

18 BY DR. NORMAN:

19 AND THAT IS ---

20 BY DR. CRENSHAW:

21 WHAT PERSONAL CONDUCT AND - WELL, FIRST OF ALL,
22 TELL ME WHAT THE IMPAIRMENT IS. WHAT HAVE I
23 IMPAIRED? WHAT INSTITUTIONAL RESPONSIBILITY HAVE I
24 IMPAIRED MY ABILITY TO DO?

25 BY DR. NORMAN:

1 YOU HAVE BROKEN RELATIONSHIPS WITH ---

2 BY DR. CRENSHAW:

3 WHAT ---

4 BY DR. NORMAN:

5 --- SEVERAL OF YOUR ---

6 BY DR. CRENSHAW:

7 WHAT RELATIONSHIP? NAME ONE. JUST NAME ONE.

8 JUST ONE, ONE PARTICULAR RELATIONSHIP I'VE BROKEN.

9 BY DR. NORMAN:

10 AS A COURTESY TO YOU, TO HELP YOU TO UNDERSTAND

11 WHAT I'M TALKING ABOUT ---

12 BY DR. CRENSHAW:

13 PLEASE.

14 BY DR. NORMAN:

15 I WILL ---

16 BY DR. CRENSHAW:

17 I'M SO DUMB. I NEED IT. PLEASE.

18 BY DR. NORMAN:

19 OKAY. MARK PEELER.

20 BY DR. CRENSHAW:

21 PEELER? PEELER MADE AN ACCUSATION TO ME. HE

22 WASN'T EVEN THERE. PEELER SIGNED SOMETHING THAT HE

23 DIDN'T EVEN CHECK OUT. I DIDN'T DO ANYTHING TO

24 PEELER. PEELER BROKE RELATIONSHIPS WITH ME BY

25 MAKING FALSE ACCUSATIONS. HE ---

1 BY DR. NORMAN:

2 DO YOU THINK YOU HAVE A BROKEN RELATIONSHIP
3 WITH PEELER RIGHT NOW?

4 BY DR. CRENSHAW:

5 I DON'T EVEN - YOU KNOW, I WOULDN'T KNOW MARK
6 PEELER TO SEE HIM. HE WOULDN'T - WE'VE NEVER SPOKEN
7 TO EACH OTHER. HOW WOULD WE HAVE A BROKEN
8 RELATIONSHIP? NOW, WHO MADE THE - AND LET ME ASK
9 YOU THIS. WHO MADE THE ACCUSATION? WHAT DID I -
10 TELL ME WHAT I DID TO BREAK THE RELATIONSHIP WITH
11 MARK PEELER. NAME THE THING I DID.

12 BY DR. NORMAN:

13 MY POINT IS THAT YOU HAVE A BROKEN RELATIONSHIP

14 ---

15 BY DR. CRENSHAW:

16 NO, YOU CAN'T NAME IT BECAUSE THERE ISN'T ONE.
17 I DIDN'T BREAK THE RELATIONSHIP. PEELER DID BY
18 MAKING THE ACCUSATION. YOU CAN'T NAME IT BECAUSE
19 THERE ISN'T ONE. YOU DON'T EVEN HAVE ONE IN YOUR
20 MIND. IF YOU DO, TELL ME, AS A COURTESY TO DUMB OLD
21 ME.

22 BY DR. NORMAN:

23 OKAY.

24 BY DR. CRENSHAW:

25 TELL ME WHAT I DID TO PEELER TO BREAK THIS

1 RELATIONSHIP.

2 BY DR. NORMAN:

3 YOU DISPARAGED THE ATHLETIC TRAINING

4 DEPARTMENT.

5 BY DR. CRENSHAW:

6 IN WHAT WAY DID I DISPARAGE THE ATHLETIC

7 TRAINING DEPARTMENT.

8 BY DR. NORMAN:

9 YOU SAID THEY DIDN'T - YOU DIDN'T - THEY DIDN'T

10 KNOW WHAT THEY WERE DOING.

11 BY DR. CRENSHAW:

12 WHEN DID I - DID I USE THOSE WORDS?

13 BY DR. NORMAN:

14 NO. NO, YOU DIDN'T USE THOSE WORDS. I'M ---

15 BY DR. CRENSHAW:

16 WELL, THEN - THEN, HOW DID ---

17 BY DR. NORMAN:

18 --- SUMMARIZING ---

19 BY DR. CRENSHAW:

20 HOW DID - WELL, WAIT A MINUTE. THEN, YOU'VE

21 GOT TO GIVE ME THE EXACT - WHAT DID I DO - I DID SAY

22 THEY ACCUSED ME OF THAT, BUT I NEVER DID THAT.

23 BY DR. NORMAN:

24 NO, ACTUALLY, WHAT I'M TRYING TO DO IS GIVE YOU

25 A REMEDIAL LESSON HERE BECAUSE ---

1 BY DR. CRENSHAW:

2 OH, THANK YOU. YOU'RE THE AGE OF MY SON.

3 THANK YOU.

4 BY DR. NORMAN:

5 THAT'S WHAT YOU WERE ASKING.

6 BY DR. CRENSHAW:

7 NO. OH, COME ON. COME ON, DAVID. GIVE ME THE
8 REMEDIAL LESSON.

9 BY DR. NORMAN:

10 I SAID ---

11 BY DR. CRENSHAW:

12 YOU DON'T EVEN -- HOW CAN YOU GIVE ME A LESSON
13 WHEN YOU DON'T EVEN HAVE THE DETAILS? YOU DON'T
14 HAVE THE DETAILS?

15 BY DR. NORMAN:

16 DO YOU HONESTLY THINK YOU HAVEN'T OFFENDED ---

17 BY DR. CRENSHAW:

18 THEY - THE OFFENSE COULD BE IN THE EYE OF THE
19 BEHOLDER. I DIDN'T BREAK THAT RELATIONSHIP. I
20 DIDN'T FILE CHARGES. AND EACH OF THOSE CHARGES THAT
21 HE FILED, I'VE TOLD YOU I HAVE REFUTED AND CAN
22 REFUTE IN COURT FACTUALLY. FACTUALLY.

23 BY DR. NORMAN:

24 SINCE YOU LIKE ANALOGIES, LET'S GO BACK TO ---

25 BY DR. CRENSHAW:

1 I DON'T LIKE ANALOGIES. YOU'RE THE ONE THAT
2 STARTED IT ---
3 BY DR. NORMAN:
4 OKAY. WELL, THEN ---
5 BY DR. CRENSHAW:
6 --- WITH THE CHAIR.
7 BY DR. NORMAN:
8 NO, I'M NOT ---
9 BY DR. CRENSHAW:
10 WITH THE CHAIR, YOU STARTED THE ANALOGY. GO
11 AHEAD.
12 BY DR. NORMAN:
13 NO, IF YOU DON'T WANT AN ANALOGY, THEN ---
14 BY DR. CRENSHAW:
15 WELL, I DON'T CARE. I'M NOT INTERESTED IN
16 ANALOGY. I'M INTERESTED IN FACTS.
17 BY DR. NORMAN:
18 OKAY.
19 BY DR. CRENSHAW:
20 AND THAT'S WHAT YOU DON'T GET.
21 BY DR. NORMAN:
22 THE FACT IS YOU DO NOT - YOU HAVE A BROKEN
23 RELATIONSHIP.
24 BY DR. CRENSHAW:
25 NO, THAT'S NOT THE FACT. THE FACT IS, LOOK,

1 WHAT YOU SHOULD BE LOOKING AT, WHAT ANY DECENT
2 GRIEVANCE PHILOSOPHY WOULD BE LOOKING AT IS WHO
3 BROKE THE RELATIONSHIP AND WERE THE ACCUSATIONS
4 AGAINST ME ACCURATE. YOU'VE NOT EVEN INVESTIGATED
5 THAT. YOU HAVE NOT EVEN INVESTIGATED WHETHER THE
6 ACCUSATIONS WERE ACCURATE OR NOT.

7 BY DR. NORMAN:

8 THAT'S AN INTERESTING ASSERTION, BUT THAT'S NOT
9 WHAT WE'RE TALKING ABOUT RIGHT NOW.

10 BY DR. CRENSHAW:

11 OH, IT IS WHAT WE'RE TALKING ABOUT, BECAUSE
12 YOU'RE ACCUSING ME OF HAVING A BROKEN RELATIONSHIP,
13 BUT THAT'S LIKE ACCUSING ---

14 BY DR. NORMAN:

15 ARE YOU SAYING YOU DON'T HAVE A BROKEN
16 RELATIONSHIP ---

17 BY DR. CRENSHAW:

18 I DON'T HAVE ANY RELATIONSHIP. I DIDN'T BREAK
19 ANY RELATIONSHIP. YOU'RE ASKING ME TO APOLOGIZE FOR
20 A BROKEN RELATIONSHIP THAT I DIDN'T BREAK. YOU'RE
21 ASKING ME, AND I'LL SAY IT SLOWLY FOR THE TAPE, TO
22 APOLOGIZE FOR WHAT YOU SAY IS A BROKEN RELATIONSHIP
23 THAT I DIDN'T BREAK.

24 BY DR. NORMAN:

25 YEAH.

1 BY DR. CRENSHAW:

2 COOL.

3 BY DR. NORMAN:

4 OR YOU COULD DEMONSTRATE THAT YOU DON'T
5 ACTUALLY HAVE A BROKEN RELATIONSHIP.

6 BY DR. CRENSHAW:

7 WHY DOESN'T MARK DEMONSTRATE THAT HE DOESN'T
8 HAVE A BROKEN RELATIONSHIP?

9 BY DR. NORMAN:

10 BECAUSE MARK'S NOT THE ONE IN THIS CONVERSATION
11 RIGHT NOW ---

12 BY DR. CRENSHAW:

13 WHY ISN'T HE IN THIS CONVERSATION?

14 BY DR. NORMAN:

15 BECAUSE HE HASN'T DONE THE THINGS THAT YOU'VE
16 DONE.

17 BY DR. CRENSHAW:

18 WHAT HAVE I DONE?

19 BY DR. NORMAN:

20 YOU HAVE - YOU HAVE OFFENDED YOUR COLLEAGUES

21 ---

22 BY DR. CRENSHAW:

23 NO, YOU - DAVID, YOU'RE GOING AROUND IN
24 CIRCLES, BECAUSE YOU'VE SAID AGAIN WHEN I MAKE THE
25 APOLOGY, THEN WE'LL KNOW IF I'VE OFFENDED MY

1 COLLEAGUES. SO, YOU DON'T KNOW THAT I'VE OFFENDED
2 MY COLLEAGUES. YOU HAVE NO EVIDENCE THAT I'VE
3 OFFENDED MY COLLEAGUES.

4 BY DR. NORMAN:

5 IF YOU HAVEN'T OFFENDED YOUR COLLEAGUES, THEN
6 ---

7 BY DR. CRENSHAW:

8 WELL, IF MARK ---

9 BY DR. NORMAN:

10 THEN THAT WILL WRITE THIS LETTER REAL EASY.

11 BY DR. CRENSHAW:

12 IF MARK HASN'T OFFENDED ---

13 BY DR. NORMAN:

14 IT'S GOING TO BE SO EASY FOR YOU ---

15 BY DR. CRENSHAW:

16 IF MARK HASN'T OFFENDED HIS COLLEAGUES, THEN HE
17 COULD WRITE THE LETTER REALLY QUICKLY.

18 BY DR. NORMAN:

19 IF YOU - IF YOU HAVEN'T DONE - IF THESE GUYS
20 AREN'T MAD AT YOU, RIGHT, IF YOU HAVEN'T DONE
21 ANYTHING TO OFFEND THEM, THIS IS GOING TO BE SO
22 EASY.

23 BY DR. CRENSHAW:

24 SO, SO, SO, IF THE - SO, YOU'RE SAYING THAT
25 MAKING - LET'S ASSUME THAT I MADE THEM MAD. YOU'VE

1 NOT DEMONSTRATED THAT AT ALL. WHAT YOU'RE SAYING IS
2 MAKING COLLEAGUES MAD IS GROUNDS FOR DISMISSAL.

3 BY DR. NORMAN:

4 WHAT I'M SAYING IS - YOUR FACIAL EXPRESSIONS
5 ARE TRIPPING ME OUT. WHAT I'M TRYING TO SAY IS THAT
6 YOU HAVE ENGAGED IN PERSONAL CONDUCT WHICH HAS ---

7 BY DR. CRENSHAW:

8 DESCRIBE THE PERSONAL CONDUCT. IN OTHER WORDS,
9 YOU SAY I'VE - YOU KNOW, WHAT IS THE PERSONAL
10 CONDUCT THAT I'VE DONE? YOU HAVE NO EVIDENCE, NO
11 CHARGE, NO SPECIFICS.

12 BY DR. NORMAN:

13 YOU KNOW, THERE'S A DIFFERENCE BETWEEN SAYING
14 THAT YOU DON'T KNOW A FACT AND SAYING THAT THE FACT
15 IS NOT THERE.

16 BY DR. CRENSHAW:

17 THAT WHO DOESN'T KNOW?

18 BY DR. NORMAN:

19 THERE'S A DIFFERENCE BETWEEN EPISTEMOLOGY AND
20 METAPHYSICS. LIKE ---

21 BY DR. CRENSHAW:

22 WELL, I'M NOT TALKING - OH, COME ON. WE'RE
23 TALKING ABOUT SPECIFIC FACTS. ARE YOU SAYING YOU
24 DON'T KNOW THE FACT OR THE FACT ISN'T THERE?

25 BY DR. NORMAN:

1 I'M ---

2 BY DR. CRENSHAW:

3 DO YOU KNOW THE FACT?

4 BY DR. NORMAN:

5 I AM REMARKING WHENEVER - BECAUSE YOU KEEP

6 SAYING THAT I DON'T ---

7 BY DR. CRENSHAW:

8 DO YOU - I'M ASKING A SIMPLE QUESTION. DO YOU

9 KNOW THE FACT?

10 BY DR. NORMAN:

11 WHAT FACT?

12 BY DR. CRENSHAW:

13 THE FACT THAT YOU'RE ACCUSING ME OF.

14 BY DR. NORMAN:

15 DO I KNOW THE FACT THAT I'M ACCUSING YOU OF?

16 BY DR. CRENSHAW:

17 THE FACTS BEHIND THESE GENERAL ACCUSATIONS,
18 THESE ABSTRACT AND GENERAL COMMENTS THAT YOU'RE
19 MAKING, THE FACT, FOR EXAMPLE, THAT I'VE OFFENDED MY
20 FACULTY MEMBERS. IF YOU KNOW THAT I'VE OFFENDED
21 FACULTY MEMBERS, TELL ME HOW.

22 BY DR. NORMAN:

23 I HAVE GOOD REASON TO BELIEVE THAT YOU HAVE

24 OFFENDED YOUR FACULTY MEMBERS' ---

25 BY DR. CRENSHAW:

1 WHAT REASONS DO YOU HAVE?

2 BY DR. NORMAN:

3 WELL, GRIEVANCE LETTERS ---

4 BY DR. CRENSHAW:

5 THE GRIEVANCE - BUT - BUT DON'T YOU UNDERSTAND

6 THOSE ARE JUST ACCUSATION ---

7 BY DR. NORMAN:

8 I HAVE ---

9 BY DR. CRENSHAW:

10 WAIT A MINUTE.

11 BY DR. NORMAN:

12 I HAVE TWO ---

13 BY DR. CRENSHAW:

14 WAIT A MINUTE. WAIT A MINUTE. WAIT, WAIT,

15 WAIT, WAIT, WAIT, WAIT. LET'S TAKE THEM ONE AT A

16 TIME.

17 BY DR. NORMAN:

18 OKAY.

19 BY DR. CRENSHAW:

20 THE GRIEVANCE LETTERS ARE SIMPLY ACCUSATIONS

21 THAT HAVE TO BE - THE TRUTH OF WHICH HAS TO BE

22 DETERMINED. YOU HAVE NOT OFFERED A PROCESS FOR THAT

23 TO HAPPEN YET. THE FIRST I'VE TRIED TO - I TRIED

24 GOING WITH THE FIRST PROCESS. THAT WAS MEDIATION.

25 THEY ALL REFUSED. SO, IT SEEMS TO ME THEY BROKE THE

1 RELATIONSHIP. I WAS WILLING TO JOIN THE
2 RELATIONSHIP BACK THERE. THEY BROKE IT. THEY SENT
3 IT TO A COMMITTEE THAT WAS INAPPROPRIATE TO HEAR THE
4 ADJUDICATION, AND THEN WHEN THE OPPORTUNITY TO
5 ADJUDICATE IT CAME, YOU CHANGED THE CHARGES. SO, I
6 HAVE NOT HAD THE OPPORTUNITY TO ADDRESS THESE ISSUES
7 YOU'RE TALKING ABOUT. NOT ONLY HAVE YOU NOT
8 PROVIDED ME WITH THE OPPORTUNITY, YOU HAVE ACTUALLY
9 SUBVERTED THE POSSIBILITY OF HAVING THOSE PARTICULAR
10 INITIAL CHARGES HEARD THROUGH YOUR ACTIONS. YOU
11 DON'T HAVE A LEG TO STAND ON.

12 BY DR. NORMAN:

13 THOSE ARE INTERESTING ALLEGATIONS ---

14 BY DR. CRENSHAW:

15 THEY'RE NOT ALLEGATIONS. THOSE ARE FACTS. IT
16 IS A FACT THAT THE GRIEVANCE COMMITTEE COULD NOT
17 HEAR THIS THING BECAUSE IT WAS NOT PART OF ITS
18 CHARGE. IT IS A FACT THAT I SAID I WOULD MEDIATE
19 AND THEY SAID THEY WOULDN'T. IT IS A FACT THAT WHEN
20 YOU CREATED THIS OTHER COMMITTEE, NONE OF THE
21 ORIGINAL GRIEVANCES APPEARED IN THAT - THE SPECIFIC
22 GRIEVANCES DID NOT APPEAR IN WHAT YOU WROTE UP.
23 THOSE ARE FACTS. THOSE ARE FACTS THAT THERE ARE
24 DOCUMENTS FOR. THEY CAN BE SHOWN TO BE TRUE. THOSE
25 AREN'T ALLEGATIONS. DO YOU NOT UNDERSTAND THE

1 DIFFERENCE BETWEEN AN ALLEGATION LIKE YOU'VE PUT
2 HERE, AND A FACT LIKE I JUST STATED?

3 BY DR. NORMAN:

4 I'M GOING TO TRY AND COMPLETE THAT SENTENCE
5 AGAIN. THOSE ARE INTERESTING ALLEGATIONS, BUT THEY
6 REALLY DON'T HAVE ANY BEARING ---

7 BY DR. CRENSHAW:

8 THEY HAVE EVERY BEARING. WELL, LOOK, YOU'RE -
9 IN ORDER TO FIRE ME, YOU'VE GOT TO SHOW SPECIFIC
10 MISCONDUCT. YOU HAVE NOT SHOWN ME ANYTHING I CAN
11 ADDRESS. YOU HAVE NOT - YOU'VE CALLED ME UP HERE,
12 SO LET ME GET THIS ON TAPE. YOU CALLED ME UP HERE
13 AS PART ONE TO TRY TO SOLVE THIS PROBLEM NOW, BUT
14 YOU HAVE NOT GIVEN ME ANYTHING I CAN ADDRESS
15 SPECIFICALLY TO DEAL WITH WHAT YOU SAY IS A PROBLEM.
16 THE ---

17 BY DR. NORMAN:

18 I'M TELLING YOU VERY, VERY SPECIFICALLY ---

19 BY DR. CRENSHAW:

20 NO. NO ---

21 BY DR. NORMAN:

22 --- WHAT YOU CAN DO ---

23 BY DR. CRENSHAW:

24 EXCUSE ME. YOU TOLD ME WHAT YOU CAN DO. YOU
25 DON'T UNDERSTAND. YOU DON'T UNDERSTAND. YOU'VE